

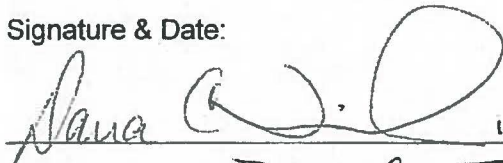


Amendment No. 6
to
Contract No. GA120000103
for
Custodial Supplies
between
Gulf Coast Paper Company, Inc.
Dba Gulf Coast Paper Company
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase bid line item 5, CHEMICALS ABSORBENT, ABSORB-N-DRY OIL ABSORBENT 50# BALCONES MINERAL CORP #50ABDR from \$4.82/bag to \$5.13/bag effective November 1, 2018.
- 2.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

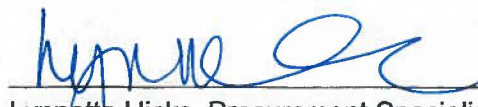
Signature & Date:

 11/15/2018

Printed Name: DANA C. TEICH
Authorized Representative

Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
Austin, TX

Signature & Date:



Lynnette Hicks, Procurement Specialist IV
City of Austin Purchasing Office

Revised 8/4/2014



Amendment No. 5
to
Contract No. GA120000103
for
Custodial Supplies Agreement
between
Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
and the
City of Austin

- 1.0 The City hereby holds over the above-referenced Contract for a period of 90-days in accordance with the hold over language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions.
- 2.0 Effective upon signature, the term for the hold over will be November 16, 2018 to February 15, 2019.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/16/2012 – 07/15/2015	\$5,040,000.00	\$5,040,000.00
Amendment No. 1: Option 1 – Extension 07/16/2015 – 07/15/2016	\$1,680,000.00	\$6,720,000.00
Amendment No. 2: Option 2 – Extension 07/16/2016 – 07/15/2017	\$1,680,000.00	\$8,400,000.00
Amendment No. 3: Option 3 – Extension 07/16/2017 – 07/15/2018	\$1,680,000.00	\$10,080,000.00
Amendment No. 4: 120-Day Holdover 07/16/2018 – 11/15/2018	\$0.00	\$10,080,000.00
Amendment No. 5: 90-Day Holdover 11/16/2018 – 02/15/2019	\$0.00	\$10,080,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ken Jones 9/19/18

Printed Name: Ken Jones
Authorized Representative

Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
519 Tradesman Park Drive
Hutto, Texas 78634
(512) 846-1199
kjones@gulfcoastpaper.com

Sign/Date: Cyrenthia Ellis 9/25/2018

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
of
Contract No. GA120000103
for
Custodial Supplies Agreement
between
Gulf Coast Paper Company, Inc. dba Gulf Coast Paper Company
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions.
- 2.0 Effective upon signature, the term for the holdover will be July 16, 2018, to November 15, 2018.
- 3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 7/16/2012 - 7/15/2015	\$5,040,000.00	\$5,040,000.00
Amendment No. 1: Option 1 – Extension 7/16/2015 - 7/15/2016	\$1,680,000.00	\$6,720,000.00
Amendment No. 2: Option 2 – Extension 7/16/2016 – 7/15/2017	\$1,680,000.00	\$8,400,000.00
Amendment No. 3: Option 3 – Extension 7/16/2017 – 7/15/2018	\$1,680,000.00	\$10,080,000.00
Amendment No. 4: 120 day Holdover 7/16/18 - 11/16/18		\$10,080,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Cyrenthia Ellis 3.20.2018

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



GULF COAST PAPER CO., INC.

Gulf Coast Price Changes Effective 9/1/17

COA TOP ITEMS

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
3M COMPANY							
74	74 3-M SCRUBBING SPONGE	20 CT	CS	\$40.25			
86	86 3M GRN HD 6X9 SCOUR PAD	3/12 CT	CS	\$59.66	\$19.89		
8541	8541 BROWN DOODLEBUG PAD	4/5 CT	CS	\$40.89			
8550	8550 BLK HI-PRO DOODLEBUG PAD	4/10 CT	CS	\$142.84	\$35.71		
203MEBP	3600 20" 3M ERASER BURNISH PAD	5 CT	CS	\$42.74			
203MSTRP	7200 20" BLACK STRIPPING PAD	5 CT	CS	\$38.29			
20HIPRO	7300 20" BLK HI-PRO STRIP PAD	5 CT	CS	\$71.52			
96HP	96 3M GRN GN-PUR 6X9 SCOUR PAD	3/20 CT	CS	\$37.87			
AMERICO							
13MRBP	404413 13" RED BUFF PAD	5 CT	CS	\$9.18			
17MSTRP	400117 17" BLACK STRIP PAD	5 CT	CS	\$13.47			
17MWBP	401217 17" WHITE BUFF PAD	5 CT	CS	\$13.47			
19MSTRP	400119 19" BLACK STRIP PAD	5 CT	CS	\$16.20			
20MBS	400420 20" BLUE SCRUBBING PAD	5 CT	CS	\$17.50			
20MGS	400320 20" GREEN SCRUB PAD	5 CT	CS	\$17.50			
20MPP	401420 20" TAN POLISH PAD	5 CT	CS	\$17.50			
20MRBP	404420 20" RED BUFF PAD	5 CT	CS	\$17.50			
20MSTRP	400120 20" BLACK STRIP PAD	5 CT	CS	\$17.50			
20MUHSTBP	401520 20" BEIGE UHS BURNISHING PAD	5 CT	CS	\$17.50			
20MWBP	401220 20" WHITE BUFF PAD	5 CT	CS	\$17.50			
20NFBP	401720 20" PORKO NATURAL UHS BURNISH	5 CT	CS	\$17.84			
20UMSTRP	430520 20" X-HD BURGUNDY STRIP	5 CT	CS	\$24.18			
AFFLINK CORP BRANDS							
JT9	JRT902 9" JUMBO 2PLY TOILET TISSUE	12 ROLL	CS	\$19.27			
BALCONES MINERALS CORPORATION							
50ABDR	A50 ABSORB-N-DRY OIL ABSORBENT	50# BAG	EA		\$4.82		
50OILBS	OIL BASE FLOOR SWEEP, 50#	50# BAG	EA		\$16.13		
BERRY PLASTICS HOLDINGS							
20226	HR202206N 20X22 6MC NAT HI-D	40/50 CT	CS	\$19.46			
24246	HR242406N 24X24 6MC NAT HI-D	20/50 CT	CS	\$12.76			
24248	HR242408N 24X24 8MC NAT HI-D	20/50 CT	CS	\$17.13			
24336	HR243306N 24X33 6MC HI-D LNR	20/50 CT	CS	\$17.57			
24338	HR243308N 24X33 8MC NAT HI-D	20/50 CT	CS	\$23.67			
303713	HR303712N 30X37 12MC NAT HI-D	20/25 CT	CS	\$23.15			
303716	HR303716N 30X37 16MC NAT LNR	20/25 CT	CS	\$30.50			
334011	HR334013N 33X40 13MC NAT HI-D	10/25 CT	CS	\$25.37			
334016	HR334016N 33X40 16MC NAT HI-D	10/25 CT	CS	\$18.06			
386016	HR386016N 38X60 16MC NAT HI-D	8/25 CT	CS	\$25.02			
404816	HR404816N 40X48 16MC NAT HI-D	10/25 CT	CS	\$26.36			
434814	HR434814N 43X48 14MC NAT HI-D	8/25 CT	CS	\$20.06			
434816	HR434816N 43X48 16MC NAT HI-D	8/25 CT	CS	\$22.61			
3036X3CR	LSR3036X3C 30X36 1.3ML CLEAR	25/4 CT	CS	\$12.96			
32ROUND C	SF32ROUND C CLEAR 32 GAL STRETCH FIT	6/25 CT	CS	\$20.94			
3339X3BR	PGR3339X3B 33X39 1.5 ML BLK LINER	4/25 CT	CS	\$15.01			
334014R	HH334014PR 33X40 14M RED IF-W	10/25 CT	CS	\$18.75			
3646X3C	LPR3646X3C 36X46 1.3 MIL CLEAR	6/25 CT	CS	\$29.72			
3658X3BCR	LBR3658X3B 36X58 1.5 MIL BLK	10/10 CT	CS	\$25.71			
3658X3CCR	LBR3658X3C 36X58 1.5ML CLEAR	10/10 CT	CS	\$27.29			

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
3658X5BCR	LBR3658X5B 36X58 2MIL BLACK	15/5 CT	CS	\$25.71			
3858X4B	LBR3858X4B 38X58 1.7ML BLK	10/10 CT	CS	\$30.76			
4046X5BCR	LBR4046X5BR 40X46 2 MIL BLACK LINER	15/5 CT	CS	\$22.61			
4347X3CR	LSR4347X3C 43X47 1.3 ML CLEAR	20/5 CT	CS	\$24.17			
63CL	LBO3863X5C 38 X 63 CLR DRUM LINER	50/RL	CS	\$28.08			
SF55	SF55ROUNDW / SFR55ROUNDW 55GL	10/10 CT	CS	\$28.74			
BIG D INDUSTRIES							
DVOUR16	166 LEMON BIG D D'VOUR 6/16 OZ		CS	\$45.67			
SUNGEL	116 SUNBURST ORGANIC GEL	1DZ /CS	DZ	\$26.75		\$2.23	
BUTTERY							
GTC20	4670-0140 GALVANIZED TRASH		EA		\$18.57		
CARROLL COMPANY							
IHS	52017 INSTANT HND SANI,ALOE	12/800 ML	CS	\$89.72			
IHS4	52018 INSTANT HND SANI,ALOE	24/4OZ	CS	\$43.91			
LEMON1	LEMON CLEAN DISINFECTANT	4/1 GAL	CS	\$49.02			
PPQT	76323 PRET POTTY 20.3% HCI	12/32 OZ	CS	\$34.04			
ROACH	86033 ROACH & ANT KILLER	12/15 OZ	CS	\$68.09			
CONTINENTAL COMMERCIAL							
16CLF	A503316 16 OZ COT LIEFLT MOPHD		DZ	\$53.71		\$4.48	
16MOS	UNS116C 16 OZ COT MOP-ON-STICK		EA			\$9.00	
16RLF	A504316.GUL 16OZ RAY L/F MOPHD		DZ	\$53.12		\$4.43	
1GALPUMP	#10 1OZ PUMP/1GL CONT 10" TUBE		EA			\$3.85	
21CP	N007021 21" CARP BONNET	6/CS	CS	\$116.12			
24CCL	A401124 24 OZ COT CLAMP MOPHD		DZ	\$74.88		\$6.24	
24MOS	UNS124C 24 OZ COT MOP-ON-STICK		EA			\$14.00	
24RCL	A414124.GUL 24OZ RAY CLMP	12/CS	DZ	\$64.64		\$5.39	
24RLF	A504324.GUL 24OZ RAY L/F MOPHD	12/CS	DZ	\$63.84		\$5.32	
32CCL	A401132 32 OZ COT CLAMP MOPHD	12/CS	DZ	\$59.52		\$4.96	
518DMF	C702018 18"X5" DUST MOP FRAME		DZ	\$40.50		\$3.38	
518DMH	CO57018 18X5 COT DMOP HEAD 12		DZ	\$86.60		\$7.22	
524DMF	C702024 24"X5" DUST MOP FRAME		DZ	\$43.71		\$3.64	
524DMH	CO57024 24X5 COT DMOP HEAD 12		DZ	\$104.80		\$8.73	
536DMF	C702036 36"X5" DUST MOP FRAME		EA			\$3.68	
536DMH	CO57036 36X5 COT DMOP HEAD	12/CS	DZ	\$144.60		\$12.05	
548DMF	C702048 48X5 DUST MOP FRAME		DZ	\$61.50		\$5.13	
548DMH	CO57048 48X5 COT DMOP HEAD 12		DZ	\$240.00		\$20.00	
912BK	912BK PLS LOBBY DUST PAN 6/CS		EA			\$8.16	
BCLNC	780 CADDY FOR BOWL CLNR/MOP		EA			\$7.12	
BMOP	280100 WHITE BOWL MOP 100/CS		EA			\$0.62	
	E507012 FLAGGED ANGLE BROOM	12/CS	CS	\$62.24		\$5.44	
CTOY	E513500 TOY BROOM 12/CS	12/CS	CS	\$34.29		\$2.86	
CWH28	6122-6 WAREHOUSE BROOM		EA			\$7.14	
DMH	HANDLE, SWIVEL SNAP DUST MOP		EA			\$6.44	
LWL	A02503 WHITE LRG BLEND MOP 5HB		DZ	\$86.00		\$7.17	
MBL	A02602 BLUE MED BLEND LOOP 5HB	12/CS	DZ	\$66.86		\$5.57	
MFM	A03512 BLUE/WHT MED FIN MOP		DZ	\$78.72		\$6.56	
DEBS							
AZFW	AZU1L AZURE GENERAL FOAM WASH	6/1 LTR	CS	\$66.38			
GFS	GPF3LNA GRITTY FOAM HD SOAP W/	2/3.25 LTR	CS	\$82.98			
IFAS	INSTANT FOAM HAND SANI ALCOHOL 72%	6/1 LTR	CS	\$119.75			
IFNAC	55857 INSTANT FOAM NON-ALCOHOL	6/1 LTR	CS	\$82.60			
PCW1LD	WHB1LDS PROLINE CURVE WHITE		EA			\$2.13	
RFW1L	REFRESH ROSE FOAM	6/1 LTR	CS	\$66.38			
TFBK	TF2BLK BLACK TOUCH-FREE		EA			\$10.64	
TFFS	92752 TOUCH FREE HND SANITATION		EA			\$63.83	
TFNAIFS	AFS120TF NONALCOHOL InstantFOAM	3/1200 ML	CS	\$81.96			
DIAL							
761	DIA 84014 DIAL 7.5OZ A/MCRBL		CS	\$38.73			
8047	88047 DIAL ANTIMICROBIAL SOAP		CS	\$65.89			
81033	81033 DIAL PLUM ANTIMIC FOAM		CS	\$58.21			
2-UDIAL	00098 DIAL #2.5 UNWRP DEO SOAP		CS	\$52.39			

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
DIVERSEY							
GUM	832AA CHEWING GUM RMVR AERO	CS		\$54.65			
JET	86333 JET 10' WASP/HORN KLR	CS		\$81.97			
SHOWPL5	5120888 SHOW PLACE FLR FINISH	5 GL	EA		\$70.62		
TIMES5	5104984 TIMESAVER FLR FINISH 5	5 GL	EA		\$128.20		
ENVIROX							
H2OR1	117-04B H2 ORANGE CONC CLNR	4/1 GL	CS	\$122.17			
H2ORQT	138-12Q H2 ORANGE 2 MINERAL	12/32 OZ		\$67.65			
MSC1	141-04B MINERAL SHOCK CONC	12/32 OZ		\$145.06			
EZ FINISHES							
WOW	110015 WOW STAINLESS STL CLNR	6/16 OZ	CS	\$50.60			
WOWCAN	110046 WOW STAINLESS STEEL	6/30 CT	CS	\$46.20			
FRESH PRODUCTS							
BCCM	EBC72 CUCUMBER MELON ECO FRESH		DZ	\$19.66		\$ 20.11	2%
BOWLBLOCK	12-4BB BOWL BLOCK W/HANG 12/1		DZ	\$9.92		\$ 10.20	3%
HTCM	EHTS72CM CUCUMBER MELON HANG		DZ	\$15.44		\$ 15.69	2%
HTHS	EHTS72HS HONEYSUCKLE HANG TAG		DZ	\$15.44		\$ 15.69	2%
URINALBLOCK	12-3 URINAL BLOCK 12/1 DZ		DZ	\$6.31		\$ 6.50	3%
URINALSEN	12-USPB URINAL BLK W/SCREEN		DZ	\$20.65		\$ 21.09	2%
USDB	123USPB URNL SCR W/3OZ DEO BLK		DZ	\$17.01		\$ 17.34	2%
WAVECM	WDS10 WAVE CUCUMBR MELON 10CT		PK	\$17.22		\$ 17.73	3%
GOJO INDUSTRIES							
PIHS2LP	9625-04 purell instant hand	4/2 LTR	CS	\$96.50			
IHS800	9657-12 INSTANT HAND SANITIZER	12/800 ML	CS	\$125.75			
GEORGIA PACIFIC NORTH							
GP12798	127-98 2-PLY EPA COMPLIANT	8/1000'	CS	\$19.64		\$20.48	4%
GP13102	131-02 2-PLY SR JUMBO TIS	6/2000'	CS	\$33.31		\$34.73	4%
GP14580	14580/01 ENVISION 1-PLY TIS	80/1210	CS	\$47.40		\$49.46	4%
GP1828001	18280/01 PREFRNC 2-PLY TIS	80/550	CS	\$39.35		\$41.02	4%
GP19375	193-75 CORELESS TOILET TISS	36/1000	CS	\$44.50		\$45.75	3%
GP19378	19378 2PLY COMPACT CORELESS	18/1500	CS	\$34.26		\$35.21	3%
GP19880	19880/01 ENVISION 2PLY TTISSUE	80/550	CS	\$37.34		\$38.92	4%
GP20204	202-04 BLCH MULTIFOLD TOWEL	4000/CS	CS	\$20.00		\$20.90	4%
GP20603	206-03 BLEACHED C/FOLD TWL	2400/CS	CS	\$22.49		\$23.47	4%
GP21924	219-24 NATURAL C/FOLD TWL	2400/CS	CS	\$23.08		\$24.07	4%
GP23304	233-04 NATURAL M/F TOWEL	4000/CS	CS	\$16.78		\$17.43	4%
GP23504	235-04 NATURAL S/F TOWEL	4000/CS	CS	\$18.33		\$19.04	4%
GP2520	2520 CORMATIC 2-PLY TISSUE	36/CS	CS	\$60.45		\$62.97	4%
GP26301	263-01 NATURAL 8" ROLL TOWEL	6/800'	CS	\$21.07		\$21.98	4%
GP26401	264-01 NATURAL 8" ROLL TOWEL	12/350	CS	\$20.53		\$21.44	4%
GP26480	26480 NATURAL SOFPULL ROLL	6/1000'	CS	\$39.23		\$40.30	3%
GP26601	26601 ENVISION ROLL TOWEL	6/1000'	CS	\$25.03		\$26.11	4%
GP27300	27300 2PLY KITCHEN ROLL TOWEL	30/100	CS	\$23.96		\$25.03	4%
GP28143	28143 WHT 7.8X15 C/P TWL	4/560'	CS	\$37.38		\$38.20	2%
GP28706	287-06 TOWEL, ROLL 8" - BLEACHED	12/350'	CS	\$25.97		\$26.71	3%
GP29624	296-24 24X24 YEL DUST CLOTH		CS	\$84.62		\$87.69	4%
GP34726	347-26 NATL 7-5/8" ROLL TWL	12/450'	CS	\$43.45		\$43.89	1%
GP48100	48100 PREF 2PLY FACIAL TIS	30/100 CT	CS	\$22.36		\$23.20	4%
GP89410	89410 ENMOTION TOWEL - WHITE	6/420'	CS	\$48.68		\$49.04	1%
GP89440	89440 ENMOTION TOWEL - EPA NATURAL	6/700'	CS	\$49.29		\$50.76	3%
GP89460	89460 ENMOTION HI-CAPACITY	6/800'	CS	\$53.79		\$55.27	3%
GP89480	894-80 ENMOTION HI-CAP NATL	6/800'	CS	\$49.94		\$51.32	3%
HOSPITAL SPECIALTY COMPANY							
147GARD	MT4 MAXITHINS MAXI PAD #4	250/CS	CS	\$43.08			
HG1	HG1-2 1/2 FOLD SEAT COVER DISP		EA		\$10.31		
HG2500	HG2500 1/2 FLD TOILET SEAT CVR	10/250	CS	\$25.93			
HS6140W	HS6140W WALL MOUNT NAPK		EA		\$36.62		
HS6141	HS-6141 WAX PPR LINER	250 CT	CS	\$16.07			
L105FL	GL-L105FL LARGE PWD-FREE LATEX	10/100 CT	CS	\$53.33	\$5.33		
L105FM	GL-L105FM MEDIUM PWD-FREE LATEX	10/100 CT	CS	\$53.33	\$5.33		
L105FS	GL-L105FS SMALL PWD-FREE LATEX	10/100 CT	CS	\$53.33	\$5.33		

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
L105FXL	GL-L105FX XLARGE PWD-FREE LATEX	10/100 CT	CS	\$53.33	\$5.33		
L105PL	GL-L105PL LARGE POWDERED LATEX	10/100 CT	CS	\$54.44			
L105PS	GL-L105PS SMALL POWDERED LATEX	10/100 CT	CS	\$54.44			
N106FL	GL-N106FL LARGE BLUE PWD-FREE	10/100 CT	CS	\$64.00	\$6.40		
N106FM	GL-N106FM MEDIUM BLUE PWD-FREE	10/100 CT	CS	\$64.00	\$6.40		
N106FS	GL-N106FS SMALL BLUE PWD-FREE	10/100 CT	CS	\$64.00	\$6.40		
N106FXL	GL-N106FX X-LARGE BLUE PWD-FREE	10/100 CT	CS	\$64.00	\$6.40		
TAMPAX	T500 TAMPAX TAMPONS	500/CS	CS	\$81.62			
JOSCO							
25WR	NO.1 WHITE COTTON RAGS 25#	25 LB	BX		\$17.67		
KIK INTERNATIONAL							
6BLCH	PURE BRIGHT ULTRA BLEACH	6/96 OZ	CS	\$10.13			
10BLCH	10% PUREBRIGHT/LASSO BLEACH	4/1 GAL	CS	\$13.47			
KIMBERLY CLARK CORP.							
K2021	2021 SCOTT ROLL TOWEL 8" - BROWN	12/400'	CS	\$29.42		\$30.60	4%
K2068	02068 SCOTT WHT 8" ROLL TWL	12/400'	CS	\$36.17		\$37.71	4%
K2920	02920 SCOTT BLCH C-FOLD TOWEL	2400 CT	CS	\$27.30		\$28.80	5%
K21400	21400 FACIAL TISSUE KLEENEX	36/100 CT	CS	\$41.09		\$42.81	4%
K33352	33352 KIMTEX WIPE	180 CT	CS	\$27.58		\$29.07	5%
K34015	34015 WHT WYPALL TERI 12X16.75	180 CT	CS	\$12.94		\$13.40	4%
K34790	34790 WYPALL X60 TERI	10/126 CT	CS	\$61.86		\$64.38	4%
K4007	04007 SCOTT CORELESS TIS	36/1000	CS	\$43.09		\$45.83	6%
K41412	41412 BLUE WYPALL X70 WKHSE	10/100	CS	\$72.12		\$74.66	4%
K4145550	41455 WT WRKHRS 9X16.8 BX	10/100	CS	\$57.66		\$61.89	7%
K47000	47000-70 3PLY TAN WIPE 12.5X13	816 CT	CS	\$43.19		\$44.32	3%
K50606	50606 TOWEL, ROLL - WHITE	6/600'	CS	\$41.97		\$42.43	1%
K5776	5776-20 BLUE WYPAL 12.5X13 BD	12/56 CT	CS	\$62.30		\$64.23	3%
K5790	05790 WYPALL+ WHT 9.8X16.4 BX	9/100	CS	\$65.27		\$67.54	3%
K5927	5927 WYPALL X70 BLUE 12.5X23.5	300/CS	CS	\$40.82		\$43.89	8%
K5930	5930 WYPALL X80 RED - BOX	5/ 80 CT	CS	\$46.60		\$48.71	5%
K7805	7805 SCOTT 2PLY JRT JR TIS	12/1000'	CS	\$31.95		\$32.94	3%
KALFS	91554 ANTIBACTERIAL LUX FOAM SOAP	6/1000 ML	4CS	\$50.12		\$53.91	8%
KLFS1.5	11280 KLEENEX LUXURY FOAM SOAP	2/1.5 LTR		\$37.61		\$40.04	6%
KLMFS	91560 INSTANT FOAM SANITIZER	6/1000 ML	CS	\$84.16		\$90.83	8%
STWW	91371 WYPALL WATERLESS WIPES	6/1	CS	\$50.24		\$54.26	8%
KONIE CUPS INTERNATIONAL							
42RCON	42BR/4.5KR 4.5OZ ROLL-RM CON	CUP 5M	CS	\$51.05			
LAGASSE BROTHERS, INC.							
125	BWK 125 60" WOOD TAPERED HDL		EA		\$3.77		
136	BWK 136 60" WOOD HDL W/METAL		EA		\$4.01		
174	PAD 174 SCRUBBER SPONGE	20 CT	CS	\$15.97			
520	UNS 9201 PROF POWER PLUNGER		EA		\$5.43		
119BRACE	650001 PUSH BROOM		EA		\$2.66		
207KK	PUR300 MED KURLY KATE - STNLS STL SPONGE	12/12 CT		\$109.47	\$9.12		
54MHAN	UNS 833 54"MAID LIEFLAT HDL		EA		\$5.36		
60CL	A70312 60" FIBERGLASS CLAMP		EA		\$10.38		
60J	A70602 60" WOOD JAWS LOOP HDL		EA		\$9.22		
60JHAN	A71302 60" JAN LIEFLAT HANDLE		EA		\$4.37		
ANGLE	UNS932A BROOM FLAGGED	12 CT	CS	\$103.12	\$8.59		
BLJAX	CPC 14278 AJAX OXYGEN BLCH CLNS	24/21 OZ	CS	\$26.40	\$1.10		
CAP	PGC 41759 CASCADE AUTO DISHWASH	5/20 OZ	CS	\$28.13			
CDWL	CLO01594 CLOR LEMON DISF WIPE	6/75 CT	CS	\$38.57			
COMLQBL	PGC 02287 COMET LIQ W/BLEACH	9/32 OZ	CS	\$51.20			
DAWN14	PGC 57445 DAWN LIQ DISHWASH	4/1 GAL	CS	\$69.10			
F409	CLO35306 FORMULA 409 CLN/DEGR	12/32 OZ	CS	\$43.01			
IV24	PGC 25574 IVORY D/W LIQUID	10/24 OZ	CS	\$48.90			
JANBR	UNS 926Y JANITOR BROOM 1DZ/BD		DZ	\$146.40	\$12.20		
LAVA	WDC 10383 LAVA 4 OZ PUMICE	48/4 OZ	CS	\$47.24			
LD3044	350EX LAMBSWOOL HI-RISE		EA		\$5.20		
MAGIC	PGC82027 MR CLEAN MAGIC ERASER	6/4 CT	CS	\$27.67			
PAD405	PAD405 UTILITY PAD HOLDER 1/CS		EA		\$14.62		

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
PAL1	CPC 04910 PALMOLIVE D/W DETRGNT		CS	\$57.43			
PAL887	CPC 320848 PALMOLIVE DISHWASH	12/887 ML	CS	\$33.69			
PM	7300B DISPOSABLE DUST MASK	12/100 CT	CS	\$153.37	\$12.78		
QC	UNS605 60" WOOD QK-CHG CLMP		EA		\$8.27		
SSHINE1	SSI 4 SHEILA SHINE STNLS STL	4/1 GAL	CS	\$115.50			
TOYBR	UNS-951T 32" LOBBY (TOY) BRM		DZ	\$49.89	\$4.16		
WHBR	UNS-951WC 10" WHISK BROOM		EA		\$3.75		
WHSEBR	UNS-932Y WAREHOUSE BROOM		DZ	\$129.60	\$10.80		
MALISH BRUSH							
1616	042416 16" POLYPRO STREET		EA		\$11.11		
4031	060410 10" PALMYRA DECK BRUSH		EA		\$5.81		
4383	170440 20" PALMYRA BRUSH 12/CS		EA		\$7.40		
4391	172508 8" POLY SCRUB BRUSH		EA		\$2.53		
4393	172520 20" POLY SCRUB BRUSH		EA		\$4.00		
4533	190619 20" TAMPICO BOWL BRUSH		EA		\$2.81		
10024	011024 /013024 24" HORSEHAIR		EA		\$16.96		
10824	020424 24" PALMRA HVY BROOM		EA		\$10.97		
13324	014994 24" SATIN-TIP BROOM		EA		\$12.40		
13336	014996 36" SATIN-TIP BROOM		EA		\$19.86		
20194	60048 VINYL-COATED HANDLE FOR		EA		\$2.04		
9602S	373804 10" STEEL WIRE BRUSH		EA		\$3.96		
GTB	143010 GREEN TRUCK BRUSH 12/		EA		\$14.12		
NPS CORPORATION							
M7850N	7850 NATL 8" PREM ROLL TWL	6/800'	CS	\$39.76		\$ 42.44	7%
M1080	51080 HANDS FREE RL TWL DISP		EA		FREE		
M30100	30100 RESPONSE 8" ROLL TOWEL	12/350'		\$29.08		\$ 31.07	7%
M212NP	212 PREMIUM MINI 2PLY TOILET	12/750'	CS	\$39.29		\$ 41.85	7%
MIC INDUSTRIES							
CAM5	MIC QUAT 32 MINT DISINFECTANT	5 GAL	EA	\$21.38	\$21.38	\$ 22.91	7%
GAS1	0226.2 GREEN ANTIBAC SOAP	6/1 GAL	CS	\$78.24		\$ 34.26	-56%
MPD1	MIC PINK DISHWASH DETERGENT	6/1 GL	CS	\$26.40		\$ 28.88	8%
PINEAROMA1	200.1 PINE QUAT 32 DISINFECTANT	6/1 GL	CS	\$22.80		\$ 26.40	15%
PINEX1	PINEX 10% PINE OIL DISF/CLNR	4/1 GL	CS	\$26.40		\$ 28.29	7%
PINK1	0227 PINK HAND SOAP W/LANOLIN	6/1 GAL	CS	\$27.42		\$ 29.63	8%
SSW	GLASS CLEANER W/TRIGGER	12/32OZ	CS	\$21.92		\$ 23.49	7%
MONTGOMERY							
PREMIER40	PREMIER LAUNDRY DTRGT	40 LB	EA		\$21.20		
NEWELL RUBBERMAID INC.							
2005	DUST PAN - PLASTIC	1	EA		\$3.87		
7817	7817-88 CHANGING TABLE LNRS	320 CT	CS	\$97.46			
7580	7580 YEL COMBO PACK 7570/6127	1/CS	EA		\$54.54		
LHS1600	4015411 LOTION HSOAP W/MOIST	4/1600 ML	CS	\$64.60		\$68.00	5.26%
LS400	450011 LOTION HAND SOAP	12/400 ML	CS	\$63.29		\$66.62	5.26%
PN1600	4015431 PURE & NATURAL CERT. GRN SOAP	4/1600 ML	CS	\$64.60		\$68.00	5.26%
PACTIV							
RS1011	RS1011 1GL QWIK-SEAL BG	250 CT	CS	\$29.12			
RS78	RS78 1 QT QWIK-SEAL BAG 7X8	500 CT	CS	\$38.09			
PITT PLASTICS							
36WR	MT371XW 30X36 .75 MIL WHITE	200 CT	CS	\$20.74			
39WR	MT401XW 33X39 .75MIL WHITE	150 CT	CS	\$21.17			
46WR	MT481XW 40X46 .75MIL WHITE	100 CT	CS	\$22.03			
58WR	MT601XW 38X58 .75 MIL WHITE	100 CT	CS	\$23.48			
AA30362M	PS7083C 30X36 2MIL CLEAR LINER	100 CT	CS	\$26.63			
AA36584M	PS7221C 36X58 4MIL CLEAR LINER	50 CT	CS	\$48.94			
PROTEAM							
100331	100331 FILTERS FOR SUPER COACH	10 CT	PK	\$21.15			
100431	100431 FILTERS-SPR QUARTER VAC	10 CT	PK	\$17.31			
103483	103483 PROTEAM PRO-FORCE	10 CT	PK	\$13.65			
SP12	9060107020 SPECTRUM 12P UPRIGHT		EA		\$314.28		
SP15	9060307020 SPECTRUM 15P		EA		\$371.43		
SPBAG	1471058500 RPL BAG - SP VACS	10 CT	PK	\$25.39			

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
SCA TISSUE N.A.							
CB530	CB530 WHITE C-FOLD TOWEL	7/27	CS	\$19.48			
HB1990A	HB1990A WHT 2PLY HH ROLL TWL	30/84 CT	CS	\$23.81			
SOLO CUP COMPANY							
376HS	376HS-0029 MISTQ 6OZ HCUP W/HNDL	1000 CT	CS	\$82.40			
378HS	378HS-0029 8OZ MISTQ HCUP W/HNDL	1000 CT	CS	\$84.11			
16K	16K 16OZ PLASTIC TRANS CUP	1000 CT	CS	\$58.07			
R16	RW16-00055 JAZZ 16OZ WAX PPR	1000 CT	CS	\$104.62			
SOUTHERN CHAMPION							
KL100	143/0413 #100 1# FOOD TRAY	1000 CT	CS	\$27.05			
SPARTAN CHEMICAL COMPANY							
AIRFRESHAER	6095 AIRLIFT FRESH SCENT 12/16	12/16 OZ	CS	\$32.53			
AIRTROPAERO	6068 AIRLIFT TROPICAL SCNT	12/16 OZ	CS	\$33.56			
BGC1	3835 BIORENEWABLES GLASS CLNR	4/1GL	CS	\$37.17			
BLFD	9757 BLACK LITE/FOAMY 1000ML		EA	\$11.70			
BONNET1	3085 CARPET CLEANER	4/1 GAL	CS	\$54.31			
BOUNCE1	4330 BOUNCE BACK RESTORER	4/1 GAL	CS	\$48.44	\$12.11		
BRG18	4835 BIO RENEWEABLES GLASS	4/2 LTR	CS	\$42.65			
CFLD1	7003 CF LAUNDRY DETERGENT 4/1	4/1 GL	CS	\$47.86			
CITRO	6120 CITRO FURNITURE POLISH	12/16 OZ	CS	\$32.53	\$2.71		
CNABC1	4716 NABC CONC 1 C-O-G	4/2 LTR	CS	\$67.36			
CON1	3097 CONSUME BACTERIA/ENZYME	4/1 GL	CS	\$36.23	\$9.06		
CONQT	3197 CONSUME BACTERIA/ENZYME	12/32OZ	CS	\$28.38			
CUSTOM14	3002 EXTREME CUSTOM CAR WASH	4/1 GL	CS	\$34.78			
DAMP1	3016 DAMP MOP HIGH-GLS FLR CLN	4/1 GL	CS	\$24.16			
DMQ1	1062 DMQ DAMP MOP NEUT DISF	4/1 GL	CS	\$29.84			
DUSTMOPAERO	6099 DUST MOP/DST CLTH TRMT	12/16 OZ	CS	\$38.60	\$3.22		
DUSTMOPRTU	3213 DUST MOP/CLOTH TRMT RTU	12/32OZ	CS	\$23.48			
ECD	9927 ECORE DISPENSER	1 CT	EA		\$0.00		
ECNABC	8083 ECORE NABC AIR	6/6 CT	CS	\$367.74	\$61.29		
ECOB	8087 ECORE OCEAN BREEZE	6/6 CT	CS	\$367.74	\$61.29		
ECO1	3297 CONSUME ECO-LYZER DSF/CLN	4/1 GL	CS	\$46.33			
EX1	3096 XTRACTION II CARP CLNR	4/1 GL	CS	\$27.55			
F6	6919 F6 FLYING INSECT KILLER		CS	\$42.20			
FASTRTU	3260 FAST N EASY RTU	12/16 OZ	CS	\$20.51			
FBC14	4815 FOAMY BATH CLNR 14 COG	4/2 LTR	CS	\$61.79			
FDW6	1086 FRESH SCENT HARD SURFACE	6/125	CS	\$42.49			
FF5	4047 FLOOR FRONT GREEN CERT	5 GL	EA		\$74.32		
FFBB	8002 DEOD RIM CAGE-FRSH SCNT	12 CT	CS	\$19.79			
FOAMYRTU	3200 FOAMY Q&A RTU WASHRM CLN	12/32OZ	CS	\$30.26	\$2.52		
GIC14	3506 GRN SOL INDUSTRIAL CLNR	4/1 GL	CS	\$43.20			
GLASSCLN1	3030 LIQUID GLASS CLEANER 4/1	4/1 GL	CS	\$22.28			
GLASSCLN5	3030 LIQUID GLASS CLEANER 5 GL	5 GL	EA		\$26.95		
GLASSCLNAERO	6217 GLASS CLNR AERO 12/18 OZ	12/18 OZ	CS	\$27.82			
GLASSRTU	3261 LIQ GLASS CLNR RTU 12/32	12/32OZ	CS	\$22.06	\$1.84		
GRC	3503 GRN SOL RESTROOM CLNR	12/32 OZ	CS	\$25.43			
GRC55	3506 GRN SOL RESTROOM CLNR	55 GL	EA		\$369.18		
GRTU	3171 GRAFFITI REMOVER SAC	12/32OZ	CS	\$62.20			
HPC1	0035 CLEAN BY PEROXY 4/1 GL	4/1 GL	CS	\$49.63			
HPC15	4820 CLEAN BY PEROXY 15 COG	4/2 LTR	CS	\$52.72			
ISHINE1	4055 ISHINE 25% SOLIDS GLOSS	4/1 GL	CS	\$57.97			
ISHINE5	4055 ISHINE 25% SOLIDS GLOSS 5	5 GL	EA		\$66.70		
LFC1	3152 L/F CRANBERRY ICE HAND/BODY	4/1 GL	CS	\$42.46			
LFD	9756 WHITE LITE/FOAMY 1000ML	1 EA	EA		\$11.70		
LFP1	3151 L/F PEARLUX HAND/BODY 4/1	4/1 GL	CS	\$42.19			
LOE5	0061 L.O.E. LOW ODOR STRIP 5	5 GL	EA		\$57.47		
MLD	7225 M.L.D. PHOS-ACID BWL CL	12/32OZ	CS	\$24.36			
NABC	7116 NABC NON-ACID BOWL CLNR	12/32 OZ	CS	\$17.62			
NABC1	7496 NABC NON-ACID BOWL CLNR	4/1 GL	CS	\$29.17			
NABCPUSRTU	3310 NABC PLUS IV PORC/BWL CL	12/32OZ	CS	\$21.62			

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
NABCWIPE	1087-06 NABC DISF WIPE	6/125	CS	\$45.53			
OILSTEEL	6290 SUPERIOR OIL-BS ST STL		CS	\$46.00	\$3.83		
ONON1	4073 ON AN'ON METAL-INTLK FIN	4/1 GL	CS	\$52.04	\$13.01		
ONON5	4073 ON AN'ON METAL-INTLK FIN	5 GL	EA		\$60.18		
OVENRTU	3194 OVEN & GRILL CLN RTU	12/32OZ	CS	\$27.91			
P4D26	PEROXY 4D C-O-G	4/2 LTR	CS	\$43.25			
PEARL1	3230 PEARLUX HAND,HAIR,BODY	4/1 GL	CS	\$31.88			
REJQT	7110 RJ8 TILE/GROUT CLNR	12/32 OZ	CS	\$33.32	\$2.78		
RINSEFREE1	0082 RINSE FREE STRIPPER	4/1 GL	CS	\$33.30			
RINSEFREE5	0082 RINSE FREE STRIPPER	5 GL	EA		\$42.24		
SBWASP	6820 SOLV-BS WASP/HORNET KLR	12/17 OZ	CS	\$44.33	\$3.69		
SC1	5822 STRATEGIC CLEANER/WOOD	4/1 GL	CS	\$31.89			
SCD1	7655 SparClean DELIMER	4/1 GL	CS	\$38.12			
SHDQL10	4704 SUPER HDQ-L 10 C-O-G	4/2 LTR	CS	\$81.30			
SHINEFP1	3029 SHINELINE FLOOR PREP	4/1 GL	CS	\$21.38			
SHINELINE5	4004 S/LINE THERMOPLASTIC SEAL	5 GL	EA		\$67.45		
SHINEMSC1	0040 SHINELINE MULTI-SURFACE		CS	\$28.09			
SHINEPLUS	3025 SHINEPLUS M/SURF PROTCNT	12/32OZ	CS	\$95.38			
SIGNOFF	3290 SIGNOFF RTU CRT/PLXI GLS	12/32OZ	CS	\$20.65			
SPARSTSTEEL	6310 STAINLESS STL WTR-BS POL		CS	\$45.18	\$3.77		
SPRAYQT	3040 SPRAYBUFF	12/32OZ	CS	\$22.87	\$1.91		
SSB	6075 SPRING BREEZE STERIPHENE	12/15 OZ	CS	\$34.28			
STEP5	0065 STEP DOWN LOW ODOR	5 GL	EA		\$54.58		
STERIPHENE	6081 CLN/FRE STERIPHENE DISF	12/15 OZ	CS	\$36.56			
SUN5	4064 SUNSWEPT FLR CLNR/RESTORER	5 GL	EA		\$73.11		
SUNFLOWER1	3305 L/F SUNFLOWER HAND/BODY	4/1 GL	CS	\$43.72			
SUNNYSIDE1	4045 SUNNY SIDE METAL-INTLK	4/1 GL	CS	\$45.14			
SUNNYSIDE5	4045 SUNNY SIDE METAL-INTLK	5 GL	EA		\$52.63		
SUPERSUDSQT	4804 SUPER SUDS DISH DETERGENT	12/32 OZ	CS	\$47.48			
TB17	4830 TRI-BASE M/P CLN #17 COG	4/2 LTR	CS	\$38.66			
TBQ	1021 TB-CIDE QUAT RTU DISF	12/32OZ	CS	\$26.33			
TERRA1	5810 TERRA GLAZE TERRAZO SEAL	4/1 GL	CS	\$56.21			
TERRA5	5810 TERRA GLAZE TERRAZO SEAL	5 GL	EA		\$69.52		
TOG5	2034 TOUGH ON GREASE CLN/DEG 5	5 GL	EA		\$34.27		
TOUGHRTU	2040 TOUGH DUTY RTU CLN/DEG	12/32OZ	CS	\$25.08			
TRIBASE1	3830 TRIBASE MULTI-PURP CLNR	4/1 GL	CS	\$35.75			
XCEL1	0019 EXCELLENTE LAVENDER CLEANER	4/1 GAL	CS	\$27.32			
XCEL24	4803 XCELLENTE LAVENDER COG	4/2 LTR		\$28.70			
THARCO							
181212	R270 18X12X12 200# RSC BOX	1/25	BDL	\$30.27			
TIDAL WAVE							
ADMIRAL2	ADMIRALS CHOICE TIDAL WAVE	2/2.5 GAL	CS	\$28.39			
BIOSOLV	BIO-SOLV RTU SOLVENT DEGREASER	12/32 OZ	CS	\$87.96			
FABULOUS1	FABULOUS ALL PURPOSE CLEANER	4/1 GAL	CS	\$34.08			
PINE1	PINE CLEAN DISINFECTANT 4/1 GL	4/1 GAL	CS	\$34.08			
SONAR	SONAR RTU DISINFECTANT GLASS &	12/32 OZ	CS	\$46.52			
TOLCO							
BOTTLEQT	120125 32 OZ PLASTIC BOTTLE		EA		\$0.56		
TRIGQT	110246 RED/WHITE TRIGGER		EA		\$0.41		
URINALSCR	220146 / 221146 DELUXE URINAL	12 CT	DZ	\$9.77			
UNGER ENTERPRISES							
2400	2400 24" STEEL FLOOR SQUEEGEE		EA		\$24.31		
3600	3600 36" STEEL FLOOR SQUEEGEE		EA		\$29.87		
22SS	PM55A 22" SANITARY SQUEEGEE		EA		\$23.70		
22WW	MW550 22" DISPOSABLE FLOOR		EA		\$15.66		
BUGSP	UNS 816 WIND SPONGE/SQGEE		EA		\$5.33		
LHSCR	LH12C 4" SCRAPER W/48"		EA		\$29.11		
16MFB	ME40B 16X16 MICROWIPE 200 - BLUE	12 CT	CS	\$10.35			
16MFY	ME40J 16X16 MICROWIPE 200 - YELLOW	12 CT	CS	\$10.35			
16MFG	ME40O 16X16 MICROWIPE 200 - GREEN	12 CT	CS	\$10.35			
16MFR	ME40R 16X16 MICROWIPE 200 - RED	12 CT	CS	\$10.35			

ITEM NO.	ITEM DESCRIPTION	PK	U/M	CASE PRICE	EACH PRICE	Price Change 9/1	% Change
NN36	NN900 36" NIFTY NABBER 10/CS	1 EA	EA		\$25.08		
RBLD	RB10C 4" SCRAPER REPL BLADE	10 CT	PK	\$10.79			
UP	PL500 THE PILL GLASS CLNR	10/100 CT	RL	\$41.36			
VECTAIR SYSTEMS INC.							
ADP	ADIS-1W WHITE PROGRAMMABLE	1 EA	EA		\$27.00		
BO	AERO-07 BOUQUET3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
CN	AERO-09 CINNAMON 3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
CT	AERO-04 CITRUS TING 3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
LN	AERO-06 LINEN 3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
MA	AERO-10 MANGO 3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
OR	AERO-08 ORCHARD 3000 AIROMA	12/7 OZ	CS	\$41.71	\$3.48		
SM	AERO-23 SWEET MULBERRY 3000	12/7 OZ	CS	\$41.71	\$3.48		
VA	AERO-22 VANILLA BEAN 3000	12/7 OZ	CS	\$41.71	\$3.48		
VIPER							
V1500	VIPER VN1500 HI-SPD BURNISHER	1 EA	EA		\$975.64		
WATERBURY COMPANIES							
CHERRYNO	65-1439 CHERRY NO SPILLS	12/4 OZ	DZ	\$25.32			



Amendment No. 3
to
Contract No. GA120000103
for
Custodial Supplies Agreement
between
Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 16, 2017 through July 15, 2018. No options will remain.
- 2.0 The total contract amount is increased by \$1,680,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/16/2012 – 07/15/2015	\$5,040,000.00	\$5,040,000.00
Amendment No. 1: Option 1 – Extension 07/16/2015 – 07/15/2016	\$1,680,000.00	\$6,720,000.00
Amendment No. 2: Option 2 – Extension 07/16/2016 – 07/15/2017	\$1,680,000.00	\$8,400,000.00
Amendment No. 3: Option 3 – Extension 07/16/2017 – 07/15/2018	\$1,680,000.00	\$10,080,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ken Jones 6-28-17

Printed Name: Ken Jones
Authorized Representative

Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
519 Tradesman Park Drive
Hutto, Texas 78634
(512) 846-1199
kjones@gulfcoastpaper.com

Sign/Date: Danielle Lord 6/29/17

Danielle Lord
Contract Compliance Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. GA120000103
for
Custodial Supplies Agreement
between
Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 16, 2016 through July 15, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$1,680,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/16/2012 – 07/15/2015	\$5,040,000.00	\$5,040,000.00
Amendment No. 1: Option 1 – Extension 07/16/2015 – 07/15/2016	\$1,680,000.00	\$6,720,000.00
Amendment No. 2: Option 2 – Extension 07/16/2016 – 07/15/2017	\$1,680,000.00	\$8,400,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ken Jones 5-9-16

Sign/Date: Shawn Willett 7/6/16

Printed Name: Ken Jones
Authorized Representative

Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
519 Tradesman Park Drive
Hutto, Texas 78634
(512) 846-1199
kjones@gulfcoastpaper.com

for Michael Benson
Chief Administrative Officer
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA120000103
for
Custodial Supplies Agreement
between
Gulf Coast Paper Company, Inc.
dba Gulf Coast Paper Company
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective July 16, 2015 through July 15, 2016. Two options remain.
- 2.0 The total contract amount is increased by \$1,680,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/16/2012 – 07/15/2015	\$5,040,000.00	\$5,040,000.00
Amendment No. 1: Option 1 07/16/2015 – 07/15/2016	\$1,680,000.00	\$6,720,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ken Jones 4/17/2015

Printed Name: Ken Jones
Authorized Representative

Gulf Coast Paper Company, Inc
dba Gulf Coast Paper Company
519 Tradesman Park Drive
Hutto, Texas 78634
(512) 478-2567

Sign/Date: Michael Benson

~~Debbie DePaul~~
~~Contract Compliance Supervisor~~

MICHAEL BENSON
CHIEF ADMINISTRATIVE
OFFICER

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

July 9, 2012

Gulf Coast Paper Company, Inc.
519 Tradesman Park Drive
Hutto, Texas 78634

The City has awarded a contract to your company for the CUSTODIAL SUPPLIES AGREEMENT for the Various City of Austin Departments in accordance with the referenced documents.

Responsible Department:	Materials Management
Department Contact Person:	Sam Dominguez
Department Contact Email Address:	Sam.dominguez@austintexas.gov
Department Contact Telephone:	512-974-1721
Project Name:	Custodial Supplies Agreement
Contractor Name:	Gulf Coast Paper
Contract Number:	MA 7400 – GA120000103
Contract Period:	July 16, 2012 through July 15, 2015
Contract Amount:	\$5,040,000.00
Extension Options:	Three 12-month extension options
Extension Amount Per Option:	\$1,680,000.00 per extension
Requisition Number:	RQM 7400- 12011200169
Solicitation Number:	IFBBV – CB30070
Agenda Item Number:	52
Council Approval Date:	June 28, 2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Cruz Banda, Buyer II
Purchasing Office
Finance and Administrative Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Gulf Coast Paper Company, Inc. (“Contractor”)
for
Custodial Supplies Agreement
GA120000103**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Gulf Coast paper Company, Inc. having offices at 519 Tradesman Park Drive, Hutto, Texas 78634 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number CB30070.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, IFBBV, CB30070 including all documents incorporated by reference
- 1.1.3 Gulf Coast Paper Company, Inc.’s Offer, dated February 21, 2012, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of Thirty-Six (36) months and may be extended thereafter for up to Three (3) Twelve (12) extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$5,040,000.00 for the initial Contract term and \$1,680,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

INSERT CONTRACTOR'S NAME

CITY OF AUSTIN

DANA TEICH
Printed Name of Authorized Person


Signature

SALES REPRESENTATIVE
Title:

12 JULY, 2012
Date:

Stephen T. Adey
Printed Name of Authorized Person


Signature

Corporate Purchasing Manager
Title:

7/23/12
Date:

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".



INVITATION FOR BID BEST VALUE (IFBBV) ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN

CUSTODIAL SUPPLIES AGREEMENT

IFBBV No. CB30070

Addendum No. 2

Date: 02/21/12

This addendum is to incorporate the following changes into the above specified solicitation.

1.0 The Offer Sheet, page 1 of 2, BID DUE, TIME AND DATE is CHANGED to the following:

BID DUE PRIOR TO: FEBRUARY 29, 2012, 10:00 AM, CST.

BID OPENING TIME AND DATE: FEBRUARY 29, 2012, AT 10:00 AM.

2.0 The section 0600 – Bid Sheet is CHANGED, see the revised 0600 – Bid Sheet, REVISED 2-21-2012, attached.

Line ITEM, # 11 is CORRECTED.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated into and made a part of the above referenced Invitation for Bid Best Value.

Approved By: _____

Cruz Banda, Buyer II
Purchasing Office

Acknowledged By: _____

Bidder's Name of Company _____

Authorized Signature _____

Return one (1) copy to the Purchasing Office, City of Austin, prior to opening or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



**INVITATION FOR BID BEST VALUE (IFBBV) ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN**

CUSTODIAL SUPPLIES AGREEMENT

IFBBV No. CB30070

Addendum No. 1

Date: 02/13/12

This addendum is to incorporate the following changes into the above specified solicitation.

1.0 The Offer Sheet, page 1 of 2, BID DUE, TIME AND DATE is CHANGED to the following:

BID DUE PRIOR TO: FEBRUARY 22, 2012, 10:00 AM, CST.

BID OPENING TIME AND DATE: FEBRUARY 22, 2012, AT 10:00 AM.

2.0 The section 0600 – Bid Sheet is CHANGED, see the revised 0600 – Bid Sheet, REVISED 2-13-2012, attached.

Line ITEM, # 47 is DELETED.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced Invitation for Bid Best Value.

Approved By: _____

Cruz Bapda, Buyer II
Purchasing Office

Acknowledged By: _____

Bidder's Name of Company

Authorized Signature

Return one (1) copy to the Purchasing Office, City of Austin, prior to opening or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: CB30070

COMMODITY/SERVICE DESCRIPTION: CUSTODIAL SUPPLY AGREEMENT

DATE ISSUED: JANUARY 23, 2012

REQUISITION NO.: RQM740012011200169

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 485 & 48576

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: FEBRUARY 15, 2012 AT 10:00 AM, CST

COMPLIANCE PLAN DUE PRIOR TO: N/A

CRUZ BANDA

Buyer II

Phone: (512) 974-2133

BID OPENING TIME AND DATE: FEBRUARY 15, 2012 AT 10:00 AM, CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION AND ATTACHMENT A	7
0600	BID SHEET	13
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	N/A
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	N/A
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by February 7, 2012 via email: cruz.banda@austintexas.gov or fax 512-974-2388 to the Attention of Cruz Banda, Buyer II.

2. **INSURANCE**. Insurance is required for this solicitation.

A. **General Requirements**. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: City of Austin
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements**. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 36-months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36- MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS

Location: City of Austin Various Location, See Days:
ATTACHMENT A _____

- A. Delivery is to be made within Ten (10) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Each Department per Attachment A

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

9. RECYCLED PRODUCTS

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

10. PUBLISHED PRICE LISTS

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

12. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) _____ percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) _____ percent of the employee's annual compensation while employed by the Contractor.

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to City Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor may be required to submit a complete list of all persons requiring access to City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first twelve (12) month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

15. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Sam Dominguez

PO Box 1088

Austin, Texas 78767

512-974-1721

Sam.dominguez@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASE SPECIFICATIONS
OF
CUSTODIAL SUPPLIES**

1.0 PURPOSE

The City of Austin, hereinafter referred to as “the City,” seeks bids from qualified suppliers, referred to as “Contractor” who are trained, experienced, and qualified to provide custodial supplies.

This specification establishes the minimum requirements for Custodial Supplies for the City of Austin involving the locations described in Attachments “A”. The City reserves the right to add additional locations to this contract as needed. The successful Contractor(s) shall provide products in accordance with the following Specifications.

These specifications, until revised or rescinded in writing, shall apply to each future purchase and contractual obligations for the products described herein. Please retain this Solicitation for future reference.

2.0 IMPORTANT INFORMATION

- 2.1 It is the City’s preference to award a single contract for its janitorial needs; however, the City reserves the right to make multiple awards if deemed most advantageous to the City.
- 2.2 Bidders shall include one unit price per line item. Bidders are encouraged to also include a price for each item as a Green Equivalent item.
- 2.3 Bidders shall provide a discount off catalog price for all other items included in their respective catalogs. The catalog must be in an electronic format and made readily available to City of Austin departments.
- 2.4 **Reporting:** Quarterly electronic sales reports in MS Excel format shall be provided to the City of Austin detailing description of items purchasing, quantity, unit price, catalog price, net price, and City of Austin department to the Contract Manager or designee.

3.0 GENERAL REQUIREMENTS

- 3.1 The City prefers Contractors who demonstrate innovative approaches to reducing their environmental impact through use of alternative energy, low-emissions equipment, biodegradable chemicals, biodegradable products or products with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that eliminate chemical toxins, reduce green-house gas (GHG) emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.
- 3.2 By submitting a bid, the Contractor agrees to conscientiously review its own business processes and purchases in an effort to reduce its overall carbon footprint and the use of chemicals that are potentially harmful to the community. Additionally, the Contractor will conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.
- 3.3 The City, per City Council Resolutions #20071129-045 and #20070215-023, incorporates sustainability criteria when considering awarding contracts. These criteria may consider the operations, materials, and equipment used by Vendors. Solicitations for best value (IFBBV, RFQ) will favor Bidders who can demonstrate compliance with LEED-EB/EBOM standards, use low emissions equipment, provide materials with more recycled content, and have training or certifications that show understanding and experience implementing “green” principles. Vendors who are willing and able to provide innovative products and services that minimize the impact on the environment footprint of City operations will be awarded additional points during the bid evaluation process.

- 3.4 In an effort to protect the indoor air quality and health of janitorial staff and building occupants, the City of Austin believes that there are a sufficient selection of cost-competitive, effective, and environmentally sensitive cleaning supplies available in each of the following categories:
- 1) Bathroom Cleaners
 - 2) Carpet Cleaners
 - 3) General Purpose and Hard Surface Cleaners
 - 4) Glass, Window, and Mirror Cleaners
 - 5) Hand Cleaners and Hand Soaps
 - 6) Paper Products Including Paper Towels and Toilet Paper
- 3.5 Contractors of janitorial products will be considered in compliance with the intent of the City's sustainability initiatives and Green Seal-42 (GS-42) cleaning procedures if they use products that meet the minimum standards listed below for cleaning supplies and janitorial products supplied to the City.

Third-Party Eco-Labels:

- 1) **Green Seal Certified Products**, www.greenseal.org
- 2) **EcoLogo Certified Products**, www.ecologo.org
- 3) **U.S. Environmental Protection Agency (EPA) Design for the Environment (DfE) Program**, www.epa.gov/dfe/contact.htm
- 4) **Carpet and Rug Institute (CRI)**, <http://www.carpet-rug.org/index.cfm>

Products in compliance with the U.S. Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue (Paper Products)

- 3.6 Contractors of janitorial products may be required to provide Concentrated Chemicals.** For all chemical products, vendors must use the concentrated version, if available, and not a ready-to-use version. Consumption of cleaning products in concentrated form reduces the amount of container material, packaging and fuel used in the transport of the product. As a result, use of a concentrated product both conserves natural resources and reduces waste.

The City prefers that vendors buy and use the concentrated version of cleaners, if available, and not a ready-to-use version to reduce packaging and waste. The purchase of cleaning products in concentrated form reduces the amount of container material, packaging and fuel used in the transport of the product. As a result, use of a concentrated product both conserves natural resources and reduces waste.

4.0 ADDITIONAL BID SUBMISSION REQUIREMENTS

- 4.1 **In order to be considered for award, the CONTRACTOR MUST SUBMIT WITH THE BID the following information:**

4.1.1 Copies of All Certifications or Eco-Labels for qualified categories as listed in 3.4 and/or 3.5

5.0 EVALUATION CRITERIA

1. Cost 70 Points

The bidder offering the lowest total cost will receive the most points. These points will be awarded on a prorated basis among all bidders.

2. Products List 30 Points

A maximum of 30 points may be awarded to the most responsive and responsible bidder of "Green equivalent" products. Green equivalent products include recognized 3rd party tested and certified products or EPA

guidelines from the following: Green Seal Certified, EcoLogo, Green Guard Indoor Air Quality Certified, United States Environmental Protection Agency, and the Carpet and Rug Institute Seal of Approval

ATTACHMENT A

Department	Name of Department	Physical Address
Parks and Recreation	AQUATICS ADMINISTRATION OFFICE	400 DEEP EDDY AVE
Parks and Recreation	ATHLETICS & CONCESSIONS	515 S PLEASANT VALLEY RD
Parks and Recreation	AUSTIN NATURE CENTER	301 NATURE CTR DR
Parks and Recreation	BARTON SPRINGS POOL	2201 BARTON SPRINGS RD
Parks and Recreation	DITTMAR RECREATION CTR GYM	1009 B WEST DITTMAR RD
Parks and Recreation	DITTMAR RECREATION CTR	1009 W DITTMAR
Parks and Recreation	DOTTIE JORDAN RECREATION CTR	2803 LOYOLA LN
Parks and Recreation	DOUGHERTY ARTS CENTER	1110 BARTON SPRINGS RD
Parks and Recreation	DOVE SPRINGS RECREATION CTR	5405 S PLEASANT VALLEY RD
Parks and Recreation	EMMA LONG METRO PARK	1706 CITY PARK RD
Parks and Recreation	OLD BAKERY & EMPORIUM	1009 CONGRESS
Parks and Recreation	FIESTA GARDENS COMPOUND	2101 BERGMAN AVE
Parks and Recreation	GIVENS RECREATION CENTER	3811 E 12TH ST
Parks and Recreation	HANCOCK RECREATION CENTER	811 E 41ST ST
Parks and Recreation	METZ RECREATION CTR	2407 CANTERBURY
Parks and Recreation	MEXICAN AMERICAN CULTURAL CTR	600 RIVER ST
Parks and Recreation	MORRIS WILLIAMS GOLF COURSE	4305 MANOR RD
Parks and Recreation	PARD ADMINISTRATION BUILDING	200 S Lamar
Parks and Recreation	PARD ANNEX	929 W 28 1/2 ST
Parks and Recreation	PARQUE ZARAGOZA REC CTR	2608 E GONZALES ST
Parks and Recreation	PICKFAIR COMMUNITY CENTER	10904 PICKFAIR DR
Parks and Recreation	ROSEWOOD RECREATION CENTER	2300 ROSEWOOD
Parks and Recreation	SOUTH AUSTIN RECREATION CTR	1100 CUMBERLAND
Parks and Recreation	SOUTH AUSTIN SENIOR ACTIVITY CENTER	3911 MANCHACA RD
Parks and Recreation	WALNUT CREEK MAINTENANCE FACILITY	12138 N LAMAR
Parks and Recreation	ZILKER BOTANICAL GARDENS	2220 BARTON SPRINGS RD
Parks and Recreation	Austin Recreation Center	1301 Shoal Creek
Parks and Recreation	Carver Cultural Arts Center	1165 Angelina
Parks and Recreation	Carver Geneology Museum	1166 Angelina
Parks and Recreation	Central Maintenance Complex	2525 S Lakeshore Blvd
Parks and Recreation	Conley-Guerrero Senior Activity Center	808 Nile St.
Parks and Recreation	Doris Miller Auditorium	2300 Rosewood Ave.
Parks and Recreation	Dougherty Arts Center	1110 Barton Springs Rd.
Parks and Recreation	Dove Springs Recreation Center	5801 Ainez Dr.
Parks and Recreation	Gus Garcia Recreation Center	1101 E. Rundberg Lane
Parks and Recreation	Montopolis Recreation Center	1200 Montopolis
Parks and Recreation	Northwest Recreation Center	2913 Northland Dr.
Parks and Recreation	Pan American Recreation Center	2100 E. 3rd St.
Parks and Recreation	Turner Roberts Recreation Center	7201 Colony Loop Drive
Parks and Recreation	Alamo Recreation Center	2100 Alamo St.
Parks and Recreation	Caswell Tennis Center	2312 Shoal Creek Blvd
Parks and Recreation	Dottie Jordan Recreation Center	2803 Loyola Ln.
Parks and Recreation	Elizabeth Ney Museum	304 E. 44th
Parks and Recreation	Mayfield Cottage Reservation Bldg.	3801 Old Bull Creek Road

ATTACHMENT A

Parks and Recreation	O. Henry Museum	409 E. 5th St.
Parks and Recreation	Pharr Tennis Center	4201 Brookview Road
Parks and Recreation	Senior Activity Center	2874 Shoal Crest Ave.
Parks and Recreation	Susanna Dickinsen House Museum	411 East 5th Street
Parks and Recreation	Austin High Tennis Center	2001 W. Cesar Chavez
Parks and Recreation	Camacho Activity Center	34 Robert T. Martinez Jr. St.
Parks and Recreation	Fiesta Gardens Reservation Bldg.	2101 Jesse E. Segovia St.
Parks and Recreation	McBeth Recreation Center	2401-A Columbus Dr
Parks and Recreation	Metz Recreation Center	2407 Canterbury
Parks and Recreation	South Austin Tennis Center	1000 Cumberland Road
Parks and Recreation	Umlauf Sculpture Gardens Bldg	605 Robert E. Lee
Parks and Recreation	Zilker Botanical Garden Center	2220 Barton Springs Rd.
Parks and Recreation	Zilker Club House Reservation Bldg.	200 Zilker Clubhouse Road
Austin Fire Department	FIRE ACADEMY	4800 SHAW LANE
Austin Fire Department	FIRE DEPARTMENT HQ WAREHOUSE	4201 ED BLUESTEIN BLVD
Austin Fire Department	FIRE SAFETY OFFICE	517 S PLEASANT VALLEY
Austin Fire Department	FIRE OPERATIONS SUPPORT (SHOPS)	2011 E 51ST STREET
Austin Fire Department	FIRE STATION 1	401 E 5TH ST
Austin Fire Department	FIRE STATION #2	506 W MLK BLVD
Austin Fire Department	FIRE STATION #3	201 W 30TH ST
Austin Fire Department	FIRE STATION #4	1000 BLANCO
Austin Fire Department	FIRE STATION #5	1201 WEBBERVILLE RD
Austin Fire Department	FIRE STATION 6	1705 CONGRESS AVE
Austin Fire Department	FIRE STATION 7	201 CHICON ST
Austin Fire Department	FIRE STATION #8	8989 RESEARCH BLVD
Austin Fire Department	FIRE STATION #9	4301 SPEEDWAY
Austin Fire Department	FIRE STATION #10	3009 WINDSOR RD
Austin Fire Department	FIRE STATION #11	1611 KINNEY AVE
Austin Fire Department	FIRE STATION #12	2109 HANCOCK DR
Austin Fire Department	FIRE STATION #14	4305 AIRPORT BLVD
Austin Fire Department	FIRE STATION #15	829 AIRPORT BLVD
Austin Fire Department	FIRE STATION #16	7000 REESE
Austin Fire Department	FIRE STATION 17	4128 S 1ST ST
Austin Fire Department	FIRE STATION #18	6311 BERKMAN DR
Austin Fire Department	FIRE STATION #19	5211 BALCONES RD
Austin Fire Department	FIRE STATION #20	6601 MANCHACA RD
Austin Fire Department	FIRE STATION #21	4201 SPICEWOOD SPRINGS RD
Austin Fire Department	FIRE STATION 22	5309 E RIVERSIDE DR
Austin Fire Department	FIRE STATION 23	1330 E RUNDBERG LN
Austin Fire Department	FIRE STATION 24	5811 NUCKHOLS CROSSING
Austin Fire Department	FIRE STATION #25	5228 DUVAL RD
Austin Fire Department	FIRE STATION 26	6702 WENTWORTH DR
Austin Fire Department	FIRE STATION 27	5401 MCCARTY LN
Austin Fire Department	FIRE STATION #28	2401 PARMER LN
Austin Fire Department	FIRE STATION 29	3704 DEER LN
Austin Fire Department	FIRE STATION 30	1021 W BRAKER LN
Austin Fire Department	FIRE STATION 31	5507 FM 2222

ATTACHMENT A

Austin Fire Department	FIRE STATION 32	2804 MONTEBELLOW RD
Austin Fire Department	FIRE STATION 33	9409 BLUEGRASS
Austin Fire Department	FIRE STATION 34	10041 LAKECREEK PKWY
Austin Fire Department	FIRE STATION 35	5500 BURLESON RD
Austin Fire Department	FIRE STATION 36	400 RALPH ABLENADO
Austin Fire Department	FIRE STATION 37	8660 HWY 71
Austin Fire Department	FIRE STATION 38	10111 ANDERSON MILL RD
Austin Fire Department	FIRE STATION 39	7701 RIVERPLACE BLVD
Austin Fire Department	FIRE STATION 40	12711 HARRISGLEN
Austin Fire Department	FIRE STATION 41	11205 HARRIS BRANCH PKWY
Austin Fire Department	FIRE STATION 42	2454 CARDINAL LOOP
Austin Fire Department	FIRE STATION 43	11402 ESCARPMENT
Austin Fire Department	FIRE STATION 44	11612 FOUR IRON DR
Austin Fire Department	FIRE STATION 45	9421 SPECTRUM
Austin Public Library	AUSTIN HISTORY CENTER	810 GUADALUPE
Austin Public Library	CARVER BRANCH LIBRARY	1161 ANGELINA ST
Austin Public Library	CEPEDA BRANCH LIBRARY	651 N PLEASANT VALLEY
Austin Public Library	DANIEL RUIZ BRANCH LIBRARY	1600 GROVE BLVD
Austin Public Library	HOWSON BRANCH LIBRARY	2500 EXPOSITION
Austin Public Library	JOHN HENRY FAULK LIBRARY	800 GUADALUPE
Austin Public Library	LITTLE WALNUT CREEK BRANCH LIBRARY	835 W RUNDBERG LN
Austin Public Library	MANCHACA BRANCH LIBRARY	5500 MANCHACA
Austin Public Library	MILWOOD BRANCH LIBRARY	12500 AMHERST DR
Austin Public Library	NORTH VILLAGE BRANCH LIBRARY	2505 STECK AVE
Austin Public Library	OAK SPRINGS BRANCH LIBRARY	3101 OAK SPRINGS
Austin Public Library	OLD QUARRY BRANCH LIBRARY	7051 VILLAGE CENTER DR
Austin Public Library	PLEASANT HILL BRANCH LIBRARY	211 E WILLIAM CANNON
Austin Public Library	RECYCLE READS	5335 BURNET RD
Austin Public Library	SOUTHEAST BRANCH LIBRARY	5803 NUCKLES CROSSING
Austin Public Library	SPICEWOOD SPRINGS LIBRARY	8637 SPICEWOOD SPRINGS
Austin Public Library	TERRAZAS BRANCH LIBRARY	1105 E CESAR CHAVEZ
Austin Public Library	TWIN OAKS BRANCH LIBRARY	1800 S 5TH ST
Austin Public Library	UNIVERSITY HILLS BRANCH LIBRARY	4721 LOYOLA LN
Austin Public Library	WILL HAMPTON AT OAK HILL BRANCH LIBRARY	5125 CONVICT HILL
Austin Public Library	WINDSOR PARK BRANCH LIBRARY	5833 WESTMINSTER DR
Austin Public Library	YARBOROUGH BRANCH LIBRARY	2200 HANCOCK DR
Austin Public Library	ZARAGOZA WAREHOUSE	651 N PLEASANT VALLEY
Austin Police Department	Austin Police Department - HQ	715 E 8TH ST
Austin Water Utility	Austin Water Utility	3907 S. INDUSTRIAL BLVD.
Austin Water Utility	Austin Water Utility	2600 WEBBERVILLE RD, 78702
Austin Resource Recovery	ARR Kenneth Gardner Service Center	4108 TODD LN
Austin Resource Recovery	ARR Household Hazardous Waste	2514 BUSINESS CTR
Austin Resource Recovery	COA Landfill - ARR	10108 FM 812
Austin Resource Recovery	ARR Material Recycling Facility	3810 TODD LN
Austin Convention Center	Austin Convention Center	500 East Cesar Chavez St.
Austin Convention Center	Palmer Events Center	900 Barton Springs Road
Austin Energy	Austin Energy St. Elmo Warehouse	4411 MEINARDUS Bldg. W

ATTACHMENT A

Austin Energy	Austin Energy Kramer Lane Bldg D	2412 KRAMER LANE
Austin Energy	Austin Energy Sand Hill	10003 FALWELL LN
Austin Energy	Austin Energy Decker	8603 DECKER LANE
Animal Services Office	Austin Animal Center	7201 Levander Loop
Health & Human Services	Graffiti Abatement Program	Palm Square 100 N. IH 35
Emergency Medical Services	Austin Travis County EMS	4201 Ed Bluestein Blvd.

**BID SHEET
CITY OF AUSTIN
CUSTODIAL SUPPLY AGREEMENT**

BID NO: IFBBV CB30070

RQM NO: 7400 12011200169

DATE: FEBRUARY 22, 2012

BUYER: CRUZ BANDA

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote. Prices being submitted Shall include ALL discounts, handling and shipping charges, FOB Destination. The line items 1 through 110 shall be set pricing in accordance with the terms of the contract. The City estimated annual expenditures for Custodial Supplies is \$1,680,000.00

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
1	AIR FILTERS, SUNBURST ORGANIC GEL 1DZ/CS BID D INDUSTRIES #SUNGEL or buyer approved equal.. Mfg. & Product No.	DZ	336						
2	AIR FRESHENER AIRLIFT FRESH SCENT 12/16-OZ SPARTAN CHEMICAL #AIRFRESHAER or buyer approved equal.. Mfg. & Product No.	CS	148						
3	AIR FRESHENER, AERO-07 BOUQUET3000 AIROMA - METERED AEROSOL REFILL 12/7 OZ VECTAIR SYSTEMS INC. #BO or buyer approved equal.. Mfg. & Product No.	CS	89						
4	AIR FRESHENER, AERO-10 MANGO 3000 AIROMA - METERED AEROSOL REFILL 12/7 OZ VECTAIR SYSTEMS INC. #MA buyer approved equal.. Mfg. & Product No.	CS	163						
5	CHEMICALS ABSORBENT, ABSORB-N-DRY OIL ABSORBENT 50# BALCONES MINERAL CORP. #50ABDR or buyer approved equal.. Mfg. & Product No.	EA	4565						
6	CHEMICAL PROPORTION SYSTEMS, 4716 NABC CONC 1 C-O-G 4/2 LTR DIVERSEY #CNABC1 or buyer approved equal.. Mfg. & Product No.	CS	50						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
7	CHEMICALS PROPORTION SYSTEMS, 4820 CLEAN BY PEROXY 15 COG - 4/2 LTR DIVERSEY #HPC15 or buyer approved equal.. Mfg. & Product No.	CS	60						
8	CHEMICALS PROPORTION SYSTEMS, 4704 SUPER HDQ-L 10 C-O-G 4/2 - LTR SPARTAN CHEMICAL #SHDQL10 or buyer approved equal.. Mfg. & Product No.	CS	38						
9	CHEMICALS PROPORTION SYSTEMS, 4830 TRI-BASE M/P CLN #17 COG - 4/2 SPARTAN CHEMICAL #TB17 or buyer approved equal.. Mfg. & Product No.	CS	68						
10	CLEANER ALL PURPOSE, 117-04B H2 ORANGE CONC CLNR - 4/1 GL ENVIROX #H2OR1 or buyer approved equal.. Mfg. & Product No.	CS	55						
11	CLEANER ALL PURPOSE, 376HS-0029 MISTQ 6OZ HCUP SPARTAN CHEMICAL #376HS or buyer approved equal.. Mfg. & Product No.	CS	55						
12	CLEANER ALL PURPOSE, 0035 CLEAN BY PEROXY 4/1 GL SPARTAN CHEMICAL #HPC1 or buyer approved equal.. Mfg. & Product No.	CS	190						
13	CLEANER ALL PURPOSE, 3830 TRIBASE MULTI-PURP CLNR - 4/1 GL SPARTAN CHEMICAL #TRIBASE1 or buyer approved equal.. Mfg. & Product No.	CS	175						
14	CLEANER ALL PURPOSE, 2040 TOUGH DUTY RTU CLN/DEG - 12/32OZ SPARTAN CHEMICAL #TOUGHRTU or buyer approved equal.. Mfg. & Product No.	CS	122						
15	CLEANERS DISINFECTANT/GERMICIDAL PURE BRIGHT ULTRA BLEACH 6/96 - OZ KIK INTERNATIONAL #6BLCH or buyer approved equal.. Mfg. & Product No.	CS	444						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
16	CLEANERS DISINFECTANT/GERMICIDAL PINE QUAT 32 DISINFECTANT CLNR - 6/1 MIC INDUSTRIES #PINEAROMA1 or buyer approved equal. Mfg. & Product No.	CS	106						
17	CLEANERS DISINFECTANT/GERMICIDAL PINEX 10% PINE OIL DISF/CLNR - 4/1 GL MIC INDUSTRIES #PINEX1 or buyer approved equal. Mfg. & Product No.	CS	311						
18	CLEANERS DISINFECTANT/GERMICIDAL 6075 SPRING BREEZE STERIPHENE - 12/15 SPARTAN CHEMICAL #SSB or buyer approved equal. Mfg. & Product No.	CS	99						
19	CLEANERS FLOOR 1062 DMQ DAMP MOP NEUT DISF - 4/1 GL SPARTAN CHEMICAL #DMQ1 or buyer approved equal. Mfg. & Product No.	CS	279						
20	CLEANERS GLASS GLASS CLEANER W/TRIGGER - 12/32OZ MIC INDUSTRIES #SSW or buyer approved equal. Mfg. & Product No.	CS	110						
21	CLEANERS TOILET BOWL/URINAL BOWL SOLUTION NON-ACID CLNR - 12/32OZ MIC INDUSTRIES #BS or buyer approved equal. Mfg. & Product No.	CS	424						
22	CLEANERS TOILET BOWL/URINAL 7116 NABC NON-ACID BOWL CLNR - 12/32 SPARTAN CHEMICAL #NABC or buyer approved equal. Mfg. & Product No.	CS	373						
23	CLEANERS VEHICLE 27828 WASH & WAX AUTO SHAMP - 4/1 GL CARROLL COMPANY #WAX1 or buyer approved equal. Mfg. & Product No.	CS	153						
24	CLEANERS GRAFFITI REMOVER SYS2070 GRAFFITI REMOVER - 12/16OZ LAGASSE BROTHERS, INC. #S2070 or buyer approved equal. Mfg. & Product No.	CS	40						
25	CLOROX PROFESSIONAL CLO35306 FORMULA 409 CLN/DEGR - 12/32 LAGASSE BROTHERS, INC. #F409 or buyer approved equal. Mfg. & Product No.	CS	211						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
26	DEODORIZING SYSTEMS 65-1439 CHERRY NO SPILLS 12/4 WATERBURY COMPANIES. #CHERRYNO or buyer approved equal. Mfg. & Product No.	DZ	180						
27	DISHWASHING PRODUCTS MIC PINK DISHWASH DETERGENT - 6/1 GL MIC INDUSTRIES #MPD1 or buyer approved equal. Mfg. & Product No.	CS	93						
28	DUST MOPS & ACCESSORIES CO57036 36X5 COT DMOP HEAD - 12/CS CONTINENTAL COMMERCIAL #536DMH or buyer approved equal. Mfg. & Product No.	DZ	131						
29	EQUIPMENT BURNISHERS VIPER VN1500 HI-SPD BURNISHER - W/PH VIPER INDUSTRIAL PRODUCTS #V1500 or buyer approved equal. Mfg. & Product No.	EA	7						
30	FLOOR BROOMS & HANDLES UNS-932A FLAGGED ANGLER BRM - 1DZ/BD LAGASSE BROTHERS #ANGLE or buyer approved equal. Mfg. & Product No.	DZ	42						
31	FLOOR BROOMS & HANDLES UNS-920Y MAID BROOM 1DZ/BD LAGASSE BROTHERS #MAIDBR or buyer approved equal. Mfg. & Product No.	DZ	124						
32	FLOOR BROOMS & HANDLES UNS-951T 32" LOBBY (TOY) BRM - 1DZ/BD LAGASSE BROTHERS #TOYBR or buyer approved equal. Mfg. & Product No.	DZ	70						
33	FLOOR BROOMS & HANDLES UNS-932Y WAREHOUSE BROOM - 1DZ/BD LAGASSE BROTHERS #WHSEBR or buyer approved equal. Mfg. & Product No.	DZ	36						
34	FLOOR CARE FINISH 5120888 SHOW PLACE FLR FINISH - 5 GL DIVERSEY #SHOWPL5 or buyer approved equal. Mfg. & Product No.	EA	38						
35	FLOOR CARE FINISH 5104984 TIMESAVER FLR FINISH 5 - GL DIVERSEY #TIME5 or buyer approved equal. Mfg. & Product No.	EA	29						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
36	FLOOR CARE FINISH 4055 iSHINE 25% SOLIDS GLOSS 5 - GL SPARTAN CHEMICAL #ISHINE5 or buyer approved equal. Mfg. & Product No.	EA	73						
37	FLOOR CARE FINISH 0082 RINSE FREE STRIPPER 4/1 - GL SPARTAN CHEMICAL #IRINSEFREE1 or buyer approved equal. Mfg. & Product No.	CS	77						
38	FOOD TRAY 516/543 1# FOOD TRAY 1M/CS GEORGIA PACIFIC NORTH #KL100 or buyer approved equal. Mfg. & Product No.	CS	123						
39	GLOVES 69318 LRG PWD-FREE LATEX GLV - 10/100 ANSELL EDMONT INDUSTRIES #69318L or buyer approved equal. Mfg. & Product No.	CS	65						
40	GLOVES 92675 LRG PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675L or buyer approved equal. Mfg. & Product No.	CS	95						
41	GLOVES 92675 MED PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675M or buyer approved equal. Mfg. & Product No.	CS	46						
42	GLOVES 92675 XL PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675XL or buyer approved equal. Mfg. & Product No.	CS	29						
43	GROUNDS UPKEEEP NN900 36" NIFTY NABBER 10/CS UNGER ENTERPRISES #NN36 or buyer approved equal. Mfg. & Product No.	EA	81						
44	HAND SANITIZER 93060 S/F INSTANT HAND SANI 12/8 KIMBERLY CLARK #SFIS8 or buyer approved equal. Mfg. & Product No.	CS	46						
45	INSECTICIDE 6820 SOLV-BS WASP/HORNET KLR - 12/17 SPARTAN CHEMICAL #SBWASP or buyer approved equal. Mfg. & Product No.	CS	62						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
46	LINER HIGH DENSITY CORELESS ROLL HR242408N 24X24 8MC NAT HI-D - 20/50 BERRY PLASTICS HOLDINGS #24248 or buyer approved equal. Mfg. & Product No.	CS	234						
47	DELETED								
48	LINER CLEAR LSR3036X3C 30X36 1.3MIL CLR LINER 25/4 BERRY PLASTICS HOLDINGS #3036X3CR or buyer approved equal. Mfg. & Product No.	CS	1858						
49	LINER CLEAR LPF3646X3C 36X46 1.3M CLR 44GL - 150/ BERRY PLASTICS HOLDINGS #3646CL or buyer approved equal. Mfg. & Product No.	CS	2084						
50	LINER CLEAR LBR3658X3C 36X58 1.5ML CLEAR - CORELESS ROLL LNR 10/10 BERRY PLASTICS HOLDINGS #3658X3CCR or buyer approved equal. Mfg. & Product No.	CS	957						
51	LINER CLEAR LPF4347X3C 43X47 1.3 ML CLR - LNR 100 BERRY PLASTICS HOLDINGS #4347X3C or buyer approved equal. Mfg. & Product No.	CS	988						
52	LINER CLEAR LBO3863X5C 38X63 CLR DRUM LNR - 50/RL BERRY PLASTICS HOLDINGS #63CL or buyer approved equal. Mfg. & Product No.	CS	106						
53	LINER CLEAR PS6641C 36X58 4MIL CLEAR LINER FLAT 50/CS BERRY PLASTICS HOLDINGS #AA36584M or buyer approved equal. Mfg. & Product No.	CS	143						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
62	MOP BUCKETS RINGERS 7580 YEL COMBO PACK 7570/6127 - 1/CS NEWELL RUBBERMAID INC. #7580 or buyer approved equal. Mfg. & Product No.	EA	44						
63	MOP & HANDLES CLAMP A414124.GUL 24OZ RAY CLMP - MOPHD 12 CONTINENTAL COMMERCIAL #24RCL or buyer approved equal. Mfg. & Product No.	DZ	129						
64	MOP & HANDLES CLAMP A401132 32 OZ COT CLAMP MOPHD - 12/CS CONTINENTAL COMMERCIAL #32CCL or buyer approved equal. Mfg. & Product No.	DZ	345						
65	MOP & HANDLES LIE FLAT A504324.GUL 24OZ RAY L/F MOPHD - 12/ CONTINENTAL COMMERCIAL #24RLF or buyer approved equal. Mfg. & Product No.	DZ	166						
66	MOP & HANDLES LOOP END A02602 BLUE MED BLEND LOOP 5HB - 12/ CONTINENTAL COMMERCIAL #MBL or buyer approved equal. Mfg. & Product No.	DZ	44						
67	PADS/HOLERS PUR300 MEDIUM KURLY KATE - STNLS STEEL SPONGE 12/12 LAGASSE BROTHERS, INC. #207KK or buyer approved equal.	CS	19						
68	PAPER CENTER PULL TOWELS 28143 WHT 7.8X15 C/P TWL 4/560 GEORGIA PACIFIC NORTH #GP28143 or buyer approved equal. Mfg. & Product No.	CS	635						
69	PAPER CUPS CONICAL 42BR/4.5KR 4.5OZ ROLL-RM CON(200/pk, 5,000/cs) SOLO #42RCON or buyer approved equal. Mfg. & Product No.	CS	75						
70	PAPER FOLDED TOWEL 202-04 BLCH MULTIFOLD TOWEL - 4000/CS GEORGIA PACIFIC NORTH #GP20204 or buyer approved equal. Mfg. & Product No.	CS	393						
71	PAPER FOLDED TOWEL 206-03 BLEACHED C/FOLD TWL - 2400/CS GEORGIA PACIFIC NORTH #GP20603 or buyer approved equal. Mfg. & Product No.	CS	602						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
72	PAPER FOLDED TOWEL 219-24 NATURAL C/FOLD TWL - 2400/ GEORGIA PACIFIC NORTH #GP21924 or buyer approved equal. Mfg. & Product No.	CS	385						
73	PAPER FOLDED TOWEL 233-04 NATURAL M/F TOWEL - 4000/CS GEORGIA PACIFIC NORTH #GP23304 or buyer approved equal. Mfg. & Product No.	CS	3252						
74	PAPER FOLDED TOWEL 235-04 NATURAL S/F TOWEL - 4000/CS GEORGIA PACIFIC NORTH #GP23504 or buyer approved equal. Mfg. & Product No.	CS	869						
75	PAPER FOLDED TOWEL 151 SCOTT BLCH C-FOLD TOWEL - 2400/CS KIMBERLY CLARK #K151 or buyer approved equal. Mfg. & Product No.	CS	100						
76	PAPER FOLDED TOWEL 02920 TRADITION BLCH C/F TWL - 2400/ KIMBERLY CLARK #K2920 or buyer approved equal. Mfg. & Product No.	CS	1393						
77	PAPER FOLDED TOWEL CB530 WHITE C-FOLD TOWEL - 2400/CS SCA TISSUE N.A. #CB530 or buyer approved equal. Mfg. & Product No.	CS	100						
79	PAPER INDUSTRIAL ROLL TOWEL 264-01 NATURAL 8" ROLL TOWEL - 12/350 GEORGIA PACIFIC NORTH #GP26401 or buyer approved equal. Mfg. & Product No.	CS	215						
80	PAPER INDUSTRIAL ROLL TOWEL 89460 ENMOTION HI-CAP RL TWL - 6/800' GEORGIA PACIFIC NORTH #GP89460 or buyer approved equal. Mfg. & Product No.	CS	2672						
81	PAPER INDUSTRIAL ROLL TOWEL 02068 SCOTT WHT 8" ROLL TWL - 12/400 KIMBERLY CLARK #K2068 or buyer approved equal. Mfg. & Product No.	CS	133						
82	PAPER INDUSTRIAL ROLL TOWEL 4142 SURPASS BRN 8" RL TWL - 12/800 KIMBERLY CLARK #K4142 or buyer approved equal. Mfg. & Product No.	CS	374						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
83	PAPER INDUSTRIAL ROLL TOWEL 7850 NATL 8" PREM ROLL TWL - 6/800' MERFIN #M7850N or buyer approved equal. Mfg. & Product No.	CS	219						
96	PAPER INDUSTRIAL ROLL TOWEL 894-80 ENMOTION HI-CAP NATL GEORGIA PACIFIC NORTH #GP89480 or buyer approved equal. Mfg. & Product No.	CS	88						
84	PAPER POLY LINED CUP 378HS-0029 8OZ MISTQ HCUP 1000/cs SOLO #378HS or buyer approved equal. Mfg. & Product No.	CS	33						
85	PAPER TOILET TISSUE 127-98 2-PLY JUMBO JR TIS - 8/1000 GEORGIA PACIFIC NORTH #GP12798 or buyer approved equal. Mfg. & Product No.	CS	1077						
86	PAPER TOILET TISSUE 131-02 2-PLY SR JUMBO TIS - 6/2000' GEORGIA PACIFIC NORTH #GP13102 or buyer approved equal. Mfg. & Product No.	CS	75						
87	PAPER TOILET TISSUE 14580/01 ENVISION 1-PLY TIS - 80/1210 GEORGIA PACIFIC NORTH #GP14580 or buyer approved equal. Mfg. & Product No.	CS	103						
88	PAPER TOILET TISSUE 151-00 MICROTWIN 2PLY TIS - 48/1000 GEORGIA PACIFIC NORTH #GP15100 or buyer approved equal. Mfg. & Product No.	CS	342						
89	PAPER TOILET TISSUE 18280/01 PREFRNC 2-PLY TIS - 80/550 GEORGIA PACIFIC NORTH #GP1828001 or buyer approved equal. Mfg. & Product No.	CS	109						
90	PAPER TOILET TISSUE 19378 2PLY COMPACT CORELESS - 18/1500 GEORGIA PACIFIC NORTH #GP19378 or buyer approved equal. Mfg. & Product No.	CS	2592						
91	PAPER TOILET TISSUE 19880/01 ENVISION 2PLY TTISSUE - 80/550 GEORGIA PACIFIC NORTH #GP19880 or buyer approved equal. Mfg. & Product No.	CS	2134						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
92	PAPER TOILET TISSUE 04007 SCOTT CORELESS TIS - 36/1000 KIMBERLY CLARK #K4007 or buyer approved equal. Mfg. & Product No.	CS	291						
93	PAPER TOILET TISSUE AJT720 (FORMER JT202) 9" JUMBO - TOILET TISSUE 12/750' MILLAZZO PAPER IND. #AJ2 or buyer approved equal. Mfg. & Product No.	CS	619						
94	PAPER TOWEL DISPENSERS 59462 SMK/WHT AUTO T/LESS RL - TWL 1/ GEORGIA PACIFIC NORTH #GP59462 or buyer approved equal. Mfg. & Product No.	EA	73						
78	PAPER TOWELS HH ROLLS HB1990A WHT 2PLY HH ROLL TWL 30/84 SCA TISSUE N.A. #HB1990A or buyer approved equal. Mfg. & Product No.	CS	458						
95	PAPER TOWELS HH ROLLS 273-00 FJ 2PLY HH ROLL TOWEL - 30/100 GEORGIA PACIFIC NORTH #GP27300 or buyer approved equal. Mfg. & Product No.	CS	283						
97	PAPER WIPERS 34015 WHT WYPALL TERI 12X16.75 - 180/ KIMBERLY CLARK #K34015 or buyer approved equal. Mfg. & Product No.	CS	716						
98	PAPER WIPERS 41412 BLUE WYPALL X70 WKHSE - 10/100 KIMBERLY CLARK #K41412 or buyer approved equal. Mfg. & Product No.	CS	528						
99	PAPER WIPERS 41455-50 WT WRKHRS 9X16.8 BX - 10/100 KIMBERLY CLARK #K4145550 or buyer approved equal. Mfg. & Product No.	CS	66						
100	PAPER WIPERS 47000-70 3PLY TAN WIPE 12.5X13 - 816/ KIMBERLY CLARK #K47000 or buyer approved equal. Mfg. & Product No.	CS	136						
101	PAPER WIPERS 5927 WYPALL X70 BLUE 12.5X23.5 - 300/CS KIMBERLY CLARK #K5927 or buyer approved equal. Mfg. & Product No.	CS	694						

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
102	PAPER WIPERS 91371 WYPALL WATERLESS WIPES - 6/75 KIMBERLY CLARK #STWW or buyer approved equal. Mfg. & Product No.	CS	43						
103	SANITARY NAPKINS & ACCESSORIES HS-6141 WAX PPR LINER FOR 6140 - 250/ HOSPITAL SPECIALTY COMPANY #HS6141 or buyer approved equal. Mfg. & Product No.	CS	282						
104	SOAP 52018 INSTANT HND SANI,ALOE - 24/4OZ CARROLL COMPANY #IHS4 or buyer approved equal. Mfg. & Product No.	CS	112						
105	SOAP 91220 SF BEST VAL PINK HSOAP - 12/800 KIMBERLY CLARK-SANIFRESH #SFBV or buyer approved equal. Mfg. & Product No.	CS	320						
106	SOAP 401541 LOTION HSOAP W/MOIST- 4/1600 NEWELL RUBBERMAID INC. #LHS1600 or buyer approved equal. Mfg. & Product No.	CS	434						
107	SOAP 3230 PEARLUX HAND,HAIR,BODY - 4/1 GL SPARTAN CHEMICAL #PEARL1 or buyer approved equal. Mfg. & Product No.	CS	95						
108	SOAP 3305 L/F SUNFLOWER HAND/BODY - 4/1 GL SPARTAN CHEMICAL #SUNFLOWER1 or buyer approved equal. Mfg. & Product No.	CS	69						
109	TOILET SEAT COVER HG2500 1/2 FLD TOILET SEAT CVR - 2500 HOSPITAL SPECIALTY COMPANY #HG2500 or buyer approved equal. Mfg. & Product No.	CS	675						
110	TOILET TISSUE DISPENSER 59209 TWIN JUMBO JR DISP - 1/CS GEORGIA PACIFIC NORTH #GP59209 or buyer approved equal. Mfg. & Product No.	EA	71						
TOTAL BID					\$	TOTAL BID FOR "GREEN" EQUIVALENT:		\$	

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
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Provide percentage discount from manufacturer's list price for products not listed above:

 %

DELIVERY METHOD: _____

Company Name: _____

Authorized Contact person: _____

Authorized Signature: _____

Address: _____

- * Green Equivalent products include recognized 3rd party tested and certified products or EPA guidelines from the following:
- Green Sealed Certified
 - EcoLogo
 - Green Guard Indoor Air Quality Certified
 - United States Environmental Protection Agency
 - The Carpet and Rug Seal of Approval

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO CB30070

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. CB30070

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CB30070
FOR

Custodial Supply Agreement

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

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- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>
Title:	<div style="border: 1px solid black; height: 20px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. CB30070

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CB30070

PROJECT NAME: CUSTODIAL SUPPLY AGREEMENT

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: CB30070

PROJECT NAME: CUSTODIAL SUPPLY AGREEMENT

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: CB30070

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 485 **DESCRIPTION:** JANITORIAL SUPPLIES, GENERAL LINE

COMMODITY CODE: 48576 **DESCRIPTION:** RECYCLED JANITORIAL SUPPLIES

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name: _____
Street Address _____
City, State, Zip Code _____
Signature of Officer or _____
Authorized _____
Representative: _____ Date: _____
Printed Name: _____
Title _____

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (BEST VALUE) Offer Sheet

SOLICITATION NO: CB30070

COMMODITY/SERVICE DESCRIPTION: CUSTODIAL SUPPLY
AGREEMENT

DATE ISSUED: JANUARY 23, 2012

REQUISITION NO.: RQM740012011200169

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 485 & 48576

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: FEBRUARY 15, 2012 AT 10:00 AM, CST

COMPLIANCE PLAN DUE PRIOR TO: N/A

CRUZ BANDA

Buyer II

Phone: (512) 974-2133

BID OPENING TIME AND DATE: FEBRUARY 15, 2012 AT 10:00
AM, CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

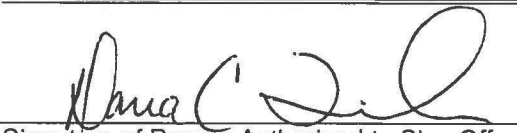
When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY



Signature of Person Authorized to Sign Offer

DANA C. TEICH SALES REPRESENTATIVE
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 21 FEB, 2012

Company Name: GULF COAST PAPER COMPANY, INC.

Address: 519 TRADESMAN PARK DRIVE

City, State, Zip Code HUTTO, TEXAS 78634

Phone No. (512) 846-1199

Fax No. (512) 846-2250

Email Address: dteich@gulfcoastpaper.com

**BID SHEET
CITY OF AUSTIN
CUSTODIAL SUPPLY AGREEMENT**

BID NO: IFBBV CB30070

RQM NO: 7400 12011200169

DATE: FEBRUARY 29, 2012

BUYER: CRUZ BANDA

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote. Prices being submitted Shall include ALL discounts, handling and shipping charges, FOB Destination. The line items 1 through 110 shall be set pricing in accordance with the terms of the contract. The City estimated annual expenditures for Custodial Supplies is \$1,680,000.00

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
1	AIR FILTERS, SUNBURST ORGANIC GEL 1DZ/CS BID D INDUSTRIES #SUNGEL or buyer approved equal.. Mfg. & Product No. Big D Industries SUNGEL	DZ	336	\$ 25.97	\$ 8,725.92				
2	AIR FRESHENER AIRLIFT FRESH SCENT 12/16-OZ SPARTAN CHEMICAL #AIRFRESHAER or buyer approved equal.. Mfg. & Product No. Spartan AIRFRESHAER	CS	148	\$ 28.76	\$ 4,256.48				
3	AIR FRESHENER, AERO-07 BOUQUET3000 AIROMA - METERED AEROSOL REFILL 12/7 OZ VECTAIR SYSTEMS INC. #BO or buyer approved equal.. Mfg. & Product No. Vectair BO	CS	89	\$ 37.12	\$ 3,303.68				
4	AIR FRESHENER, AERO-10 MANGO 3000 AIROMA - METERED AEROSOL REFILL 12/7 OZ VECTAIR SYSTEMS INC. #MA buyer approved equal.. Mfg. & Product No. Vectair MA	CS	163	\$ 37.12	\$ 6,050.56				
5	CHEMICALS ABSORBENT, ABSORB-N-DRY OIL ABSORBENT 50# BALCONES MINERAL CORP. #50ABDR or buyer approved equal.. Mfg. & Product No. Balcones Minerals 50ABDR	EA	4565	\$ 4.68	\$ 21,364.20				
6	CHEMICAL PROPORTION SYSTEMS, 4716 NABC CONC 1 C-O-G 4/2 LTR DIVERSEY #CNABC1 or buyer approved equal.. Mfg. & Product No. Spartan CNABC1	CS	50	\$ 61.90	\$ 3,095.00				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
7	CHEMICALS PROPORTION SYSTEMS, 4820 CLEAN BY PEROXY 15 COG - 4/2 LTR DIVERSEY #HPC15 or buyer approved equal. Mfg. & Product No. Spartan HPC15 <i>Green Seal Certified/Woolsafe Approved</i>	CS	60	\$ 48.44	\$ 2,906.40				
8	CHEMICALS PROPORTION SYSTEMS, 4704 SUPER HDQ-L 10 C-O-G 4/2 - LTR SPARTAN CHEMICAL #SHDQL10 or buyer approved equal..Mfg. & Product No. Spartan SHDQL10	CS	38	\$ 71.84	\$ 2,729.92				
9	CHEMICALS PROPORTION SYSTEMS, 4830 TRI-BASE M/P CLN #17 COG - 4/2 SPARTAN CHEMICAL #TB17 or buyer approved equal. Mfg. & Product No. Spartan TB17 <i>Green Seal Certified</i>	CS	68	\$ 34.16	\$ 2,322.88				
10	CLEANER ALL PURPOSE, 117-04B H2 ORANGE CONC CLNR - 4/1 GL ENVIROX #H2OR1 or buyer approved equal.. Mfg. & Product No. Envirox H2OR1	CS	55	\$ 122.17	\$ 6,719.35				
11	SOLOCUP, PAPER CUP w/HANDLE, 376HS-0029 MISTIQUE 6OZ HCUP or buyer approved equal. Mfg. & Product No. Solo 376HS	CS	55	\$ 77.75	\$ 4,276.25				
12	CLEANER ALL PURPOSE, 0035 CLEAN BY PEROXY 4/1 GL SPARTAN CHEMICAL #HPC1 or buyer approved equal. Mfg. & Product No. Spartan HPC1 <i>Green Seal Certified/Woolsafe Approved</i>	CS	190	\$ 45.61	\$ 8,665.90				
13	CLEANER ALL PURPOSE, 3830 TRIBASE MULTI-PURP CLNR - 4/1 GL SPARTAN CHEMICAL #TRIBASE1 or buyer approved equal. Mfg. & Product No. Spartan TRIBASE1 <i>Green Seal Certified/Bio Based.</i>	CS	175	\$ 31.59	\$ 5,528.25				
14	CLEANER ALL PURPOSE, 2040 TOUGH DUTY RTU CLN/DEG - 12/32OZ SPARTAN CHEMICAL #TOUGHRTU or buyer approved equal. Mfg. & Product No. Spartan TOUGHRTU	CS	122	\$ 22.16	\$ 2,703.52	Spartan GIC14	3506 Green Solutions Industrial Cleaner 4/1 Gal 1:16 (16)	\$ 43.20	\$ 691.20
15	CLEANERS DISINFECTANT/GERMICIDAL PURE BRIGHT ULTRA BLEACH 6/96 - OZ KIK INTERNATIONAL #6BLCH or buyer approved equal. Mfg. & Product No. Kik 6BLCH	CS	444	\$ 9.88	\$ 4,386.72				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
16	CLEANERS DISINFECTANT/GERMICIDAL PINE QUAT 32 DISINFECTANT CLNR - 6/1 MIC INDUSTRIES #PINEAROMA1 or buyer approved equal. Mfg. & Product No. Mic PINEAROMA1	CS	106	\$ 22.21	\$ 2,354.26				
17	CLEANERS DISINFECTANT/GERMICIDAL PINEX 10% PINE OIL DISF/CLNR - 4/1 GL MIC INDUSTRIES #PINEX1 or buyer approved equal. Mfg. & Product No. Mic PINEX1	CS	311	\$ 25.71	\$ 7,995.81				
18	CLEANERS DISINFECTANT/GERMICIDAL 6075 SPRING BREEZE STERIPHENE - 12/15 SPARTAN CHEMICAL #SSB or buyer approved equal. Mfg. & Product No. Spartan SSB	CS	99	\$ 32.29	\$ 3,196.71				
19	CLEANERS FLOOR 1062 DMQ DAMP MOP NEUT DISF - 4/1 GL SPARTAN CHEMICAL #DMQ1 or buyer approved equal. Mfg. & Product No. Spartan DMQ1	CS	279	\$ 26.35	\$ 7,351.65				
20	CLEANERS GLASS GLASS CLEANER W/TRIGGER - 12/32OZ MIC INDUSTRIES #SSW or buyer approved equal. Mfg. & Product No. Mic SSW	CS	110	\$ 21.35	\$ 2,348.50	Spartan BGC1	3835 Bio Renewables Glass Cleaner 4/1 Gal 1:64 (2)	\$ 37.17	\$ 60.96
21	CLEANERS TOILET BOWL/URINAL BOWL SOLUTION NON-ACID CLNR - 12/32OZ MIC INDUSTRIES #BS or buyer approved equal. Mfg. & Product No. Mic BS	CS	424	\$ 16.83	\$ 7,135.92				
22	CLEANERS TOILET BOWL/URINAL 7116 NABC NON-ACID BOWL CLNR - 12/32 SPARTAN CHEMICAL #NABC or buyer approved equal. Mfg. & Product No. Spartan NABC	CS	373	\$ 17.01	\$ 6,344.73	Spartan GRC	3503 G/S Bathroom Cleaner 12/32 oz DfE	\$ 22.46	\$ 8,377.58
23	CLEANERS VEHICLE 27828 WASH & WAX AUTO SHAMP - 4/1 GL CARROLL COMPANY #WAX1 or buyer approved equal. Mfg. & Product No. Spartan CUSTOM14	CS	153	\$ 30.73	\$ 4,701.69				
24	CLEANERS GRAFFITI REMOVER SYS2070 GRAFFITI REMOVER - 12/16OZ LAGASSE BROTHERS, INC. #S2070 or buyer approved equal. Mfg. & Product No.	CS	40	\$ 58.04	\$ 2,321.60	TidalWave	BIOSOLV RTU Soy Base 12/32 oz	\$ 67.34	\$ 2,693.60
25	CLOROX PROFESSIONAL CLO35306 FORMULA 409 CLN/DEGR - 12/32 LAGASSE BROTHERS, INC. #F409 or buyer approved equal. Mfg. & Product No. Clorox F409	CS	211	\$ 38.73	\$ 8,172.03	Spartan GSAP	3501 Green Solutions All Purpose Cleaner 4/1 Gal 1:32 (7)	\$ 28.93	\$ 202.51

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
26	DEODORIZING SYSTEMS 65-1439 CHERRY NO SPILLS 12/4 WATERBURY COMPANIES. #CHERRYNO or buyer approved equal. Mfg. & Product No.	DZ	180	\$ 25.32	\$ 4,557.60				
27	DISHWASHING PRODUCTS MIC PINK DISHWASH DETERGENT - 6/1 GL MIC INDUSTRIES #MPD1 or buyer approved equal. Mfg. & Product No. Mic MPD1	CS	93	\$ 25.71	\$ 2,391.03				
28	DUST MOPS & ACCESSORIES CO57036 36X5 COT DMOP HEAD - 12/CS CONTINENTAL COMMERCIAL #536DMH or buyer approved equal. Mfg. & Product No. Continental 536DMH	DZ	131	\$ 106.13	\$ 13,903.03				
29	EQUIPMENT BURNISHERS VIPER VN1500 HI-SPD BURNISHER - W/PH VIPER INDUSTRIAL PRODUCTS #V1500 or buyer approved equal. Mfg. & Product No. Viper V1500	EA	7	\$ 754.88	\$ 5,284.16				
30	FLOOR BROOMS & HANDLES UNS-932A FLAGGED ANGLER BRM - 1DZ/BD LAGASSE BROTHERS #ANGLE or buyer approved equal. Mfg. & Product No. Continental E507012	DZ	42	\$ 58.91	\$ 2,474.22				
31	FLOOR BROOMS & HANDLES UNS-920Y MAID BROOM 1DZ/BD LAGASSE BROTHERS #MAIDBR or buyer approved equal. Mfg. & Product No. Continental E502018	DZ	124	\$ 42.39	\$ 5,256.36				
32	FLOOR BROOMS & HANDLES UNS-951T 32" LOBBY (TOY) BRM - 1DZ/BD LAGASSE BROTHERS #TOYBR or buyer approved equal. Mfg. & Product No. Continental E50300	DZ	70	\$ 34.29	\$ 2,400.30				
33	FLOOR BROOMS & HANDLES UNS-932Y WAREHOUSE BROOM - 1DZ/BD LAGASSE BROTHERS #WHSEBR or buyer approved equal. Mfg. & Product No. Continental E52028	DZ	36	\$ 62.34	\$ 2,244.24				
34	FLOOR CARE FINISH 5120888 SHOW PLACE FLR FINISH - 5 GL DIVERSEY #SHOWPL5 or buyer approved equal. Mfg. & Product No. Diversey SHOWPL5	EA	38	\$ 70.62	\$ 2,683.56				
35	FLOOR CARE FINISH 5104984 TIMESAVER FLR FINISH 5 - GL DIVERSEY #ITIME5 or buyer approved equal. Mfg. & Product No. Diversey TIME5	EA	29	\$ 128.20	\$ 3,717.80				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
36	FLOOR CARE FINISH 4055 iSHINE 25% SOLIDS GLOSS 5 - GL SPARTAN CHEMICAL #ISHINE5 or buyer approved equal. Mfg. & Product No. Spartan ISHINE5	EA	73	\$ 61.29	\$ 4,474.17	Spartan GF5	3504 G/S Floor Seal/Finish 5 Gal	\$ 62.78	\$ 4,582.94
37	FLOOR CARE FINISH 0082 RINSE FREE STRIPPER 4/1 - GL SPARTAN CHEMICAL #IRINSEFREE1 or buyer approved equal. Mfg. & Product No. Spartan RINSEFREE1	CS	77	\$ 31.39	\$ 2,417.03	Spartan GFR5	3505 G/S Floor Finish Remover 5 Gal (62)	\$ 62.18	\$ 3,892.36
38	FOOD TRAY 516/543 1# FOOD TRAY 1M/CS GEORGIA PACIFIC NORTH #KL100 or buyer approved equal. Mfg. & Product No. Georgia Pacific KL100	CS	123	\$ 24.40	\$ 3,001.20				
39	GLOVES 69318 LRG PWD-FREE LATEX GLV - 10/100 ANSELL EDMONT INDUSTRIES #69318L or buyer approved equal. Mfg. & Product No. Hospeco L105FL	CS	65	\$ 51.95	\$ 3,376.75				
40	GLOVES 92675 LRG PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675L or buyer approved equal. Mfg. & Product No. Hospeco N106FL	CS	95	\$ 62.34	\$ 5,922.30				
41	GLOVES 92675 MED PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675M or buyer approved equal. Mfg. & Product No. Hospeco N106FM	CS	46	\$ 62.34	\$ 2,867.64				
42	GLOVES 92675 XL PWD-FR BL NITRILE - 10/100 ANSELL EDMONT INDUSTRIES #92675XL or buyer approved equal. Mfg. & Product No. Hospeco N106FXL	CS	29	\$ 62.34	\$ 1,807.86				
43	GROUNDS UPKEEEP NN900 36" NIFTY NABBER 10/CS UNGER ENTERPRISES #NN36 or buyer approved equal. Mfg. & Product No. Unger NN36	EA	81	\$ 25.08	\$ 2,031.48				
44	HAND SANITIZER 93060 S/F INSTANT HAND SANI 12/8 KIMBERLY CLARK #SFIS8 or buyer approved equal. Mfg. & Product No.	CS	46	\$ 42.46	\$ 1,953.16				
45	INSECTICIDE 6820 SOLV-BS WASP/HORNET KLR - 12/17 SPARTAN CHEMICAL #SBWASP or buyer approved equal. Mfg. & Product No. Spartan SBWASP	CS	62	\$ 39.17	\$ 2,428.54				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
46	LINER HIGH DENSITY CORELESS ROLL HR242408N 24X24 8MC NAT HI-D - 20/50 BERRY PLASTICS HOLDINGS #24248 or buyer approved equal. Mfg. & Product No. Berry 24248	CS	234	\$ 16.69	\$ 3,905.46				
47	DELETED								
48	LINER CLEAR LSR3036X3C 30X36 1.3MIL CLR LINER 25/4 BERRY PLASTICS HOLDINGS #3036X3CR or buyer approved equal. Mfg. & Product No. Berry 3036X3CR	CS	1858	\$ 12.65	\$ 23,503.70				
49	LINER CLEAR LPF3646X3C 36X46 1.3M CLR 44GL - 150/ BERRY PLASTICS HOLDINGS #3646CL or buyer approved equal. Mfg. & Product No. Berry 3646CL	CS	2084	\$ 29.02	\$ 60,477.68				
50	LINER CLEAR LBR3658X3C 36X58 1.5ML CLEAR - CORELESS ROLL LNR 10/10 BERRY PLASTICS HOLDINGS #3658X3CCR or buyer approved equal. Mfg. & Product No. Berry 3658X3CCR	CS	957	\$ 26.76	\$ 25,609.32				
51	LINER CLEAR LPF4347X3C 43X47 1.3 ML CLR - LNR 100 BERRY PLASTICS HOLDINGS #4347X3C or buyer approved equal. Mfg. & Product No. Berry 4347X3CR	CS	988	\$ 23.59	\$ 23,306.92				
52	LINER CLEAR LBO3863X5C 38X63 CLR DRUM LNR - 50/RL BERRY PLASTICS HOLDINGS #63CL or buyer approved equal. Mfg. & Product No. Berry 63CL	CS	106	\$ 27.52	\$ 2,917.12				
53	LINER CLEAR PS6641C 36X58 4MIL CLEAR LINER FLAT 50/CS BERRY PLASTICS HOLDINGS #AA36584M or buyer approved equal. Mfg. & Product No. Berry 3658X6C	CS	143	\$ 49.35	\$ 7,057.05				
54	LINERS COLORED SPECIALTY SF32ROUND CLEAR 32 GAL - STRETCH-FIT LNR 6/25 BERRY PLASTICS HOLDINGS #32ROUND or buyer approved equal. Mfg. & Product No. Berry 32ROUND	CS	238	\$ 20.35	\$ 4,843.30				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
55	LINERS COLORED SPECIALTY SF55ROUNDW 55GL WH STRETCH - 10/10 BERRY PLASTICS HOLDINGS #SF55 or buyer approved equal. Mfg. & Product No. Berry SF55	CS	328	\$ 27.91	\$ 9,154.48				
56	LINERS BLACK LBF3658X3B 36X58 1.5 MIL BLK BERRY PLASTICS HOLDINGS #3658X3B or buyer approved equal. Mfg. & Product No. Berry 3658X3BCR	CS	167	\$ 25.30	\$ 4,225.10				
57	LINERS BLACK LBF3658X5B 36X58 2ML BLK LNR BERRY PLASTICS HOLDINGS #3658X5B or buyer approved equal. Mfg. & Product No. Replaced by 3658X5BCR	CS	54	\$ 25.30	\$ 1,366.20				
58	LINERS BLACK LBR3658X5B 36X58 2 MIL BLK - CORELESS ROLL LINER 5/15 BERRY PLASTICS HOLDINGS #3658X5BCR or buyer approved equal. Mfg. & Product No. Berry 3658X5BCR	CS	53	\$ 25.30	\$ 1,340.90				
59	LINERS BLACK LBR3658X3B 36X58 1.5 MIL BLK - CORELESS ROLL LINER 10/10 BERRY PLASTICS HOLDINGS #3658X3BCR or buyer approved equal. Mfg. & Product No. Berry Plastics 3658X3BCR	CS	271	\$ 25.30	\$ 6,856.30				
60	LINERS BLACK LBR4046X5B 40X46 2MIL BLK - CORELESS ROLL LNR 75/CS BERRY PLASTICS HOLDINGS #4046X5BCR or buyer approved equal. Mfg. & Product No. Berry 4046X5BCR	CS	134	\$ 22.26	\$ 2,982.84				
61	MICRO FIBER CLEANING SYSTEM MFB-74 BLUE MF 16X16 AP CLOTH - 24/CS TUWAY #MFB74 or buyer approved equal. Mfg. & Product No. Tuway MFB74	CS	62	\$ 29.70	\$ 1,841.40				
62	MOP BUCKETS RINGERS 7580 YEL COMBO PACK 7570/6127 - 1/CS NEWELL RUBBERMAID INC. #7580 or buyer approved equal. Mfg. & Product No. Rubbermaid 7580	EA	44	\$ 51.80	\$ 2,279.20				
63	MOP & HANDLES CLAMP A414124.GUL 24OZ RAY CLMP - MOPHD 12 CONTINENTAL COMMERCIAL #24RCL or buyer approved equal. Mfg. & Product No. Continental 24RCL	DZ	129	\$ 62.96	\$ 8,121.84				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
64	MOP & HANDLES CLAMP A401132 32 OZ COT CLAMP MOPHD - 12/CS CONTINENTAL COMMERCIAL #32CCL or buyer approved equal. Mfg. & Product No. Continental 32CCL	DZ	345	\$ 57.97	\$ 19,999.65				
65	MOP & HANDLES LIE FLAT A504324.GUL 24OZ RAY L/F MOPHD - 12/ CONTINENTAL COMMERCIAL #24RLF or buyer approved equal. Mfg. & Product No. Continental 24RLF	DZ	166	\$ 62.18	\$ 10,321.88				
66	MOP & HANDLES LOOP END A02602 BLUE MED BLEND LOOP 5HB - 12/ CONTINENTAL COMMERCIAL #MBL or buyer approved equal. Mfg. & Product No. Continental MBL	DZ	44	\$ 66.86	\$ 2,941.84				
67	PADS/HOLERS PUR300 MEDIUM KURLY KATE - STNLS STEEL SPONGE 12/12 LAGASSE BROTHERS, INC. #207KK or buyer approved equal. Mfg. & Product No. Lagasse 207KK	CS	19	\$ 100.52	\$ 1,909.88				
68	PAPER CENTER PULL TOWELS 28143 WHT 7.8X15 C/P TWL 4/560 GEORGIA PACIFIC NORTH #GP28143 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP28143	CS	635	\$ 36.49	\$ 23,171.15				
69	PAPER CUPS CONICAL 42BR/4.5KR 4.5OZ ROLL-RM CON(200/pk, 5,000/cs) SOLO #42RCON or buyer approved equal. Mfg. & Product No. Konie 42RCON	CS	75	\$ 51.05	\$ 3,828.75				
70	PAPER FOLDED TOWEL 202-04 BLCH MULTIFOLD TOWEL - 4000/CS GEORGIA PACIFIC NORTH #GP20204 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP20204	CS	393	\$ 18.25	\$ 7,172.25				
71	PAPER FOLDED TOWEL 206-03 BLEACHED C/FOLD TWL - 2400/CS GEORGIA PACIFIC NORTH #GP20603 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP20603	CS	602	\$ 20.47	\$ 12,322.94				
72	PAPER FOLDED TOWEL 219-24 NATURAL C/FOLD TWL - 2400/ GEORGIA PACIFIC NORTH #GP21924 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP21924 EPA Compliant - Recycled/EcoLogo - Certified	CS	385	\$ 21.05	\$ 8,104.25				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
73	PAPER FOLDED TOWEL 233-04 NATURAL M/F TOWEL - 4000/CS GEORGIA PACIFIC NORTH #GP23304 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP23304 EPA Compliant - Recycled/EcoLogo - Certified	CS	3252	\$ 15.20	\$ 49,430.40				
74	4000/CS GEORGIA PACIFIC NORTH #GP23504 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP23504 EPA Compliant - Recycled/EcoLogo - Certified	CS	869	\$ 16.61	\$ 14,434.09				
75	PAPER FOLDED TOWEL 151 SCOTT BLCH C-FOLD TOWEL - 2400/CS KIMBERLY CLARK #K151 or buyer approved equal. Mfg. & Product No. Kimberly Clark K151 EPA Compliant/Eco Logo Certified	CS	100	\$ 23.60	\$ 2,360.00				
76	TWL - 2400/ KIMBERLY CLARK #K2920 or buyer approved equal. Mfg. & Product No. Kimberly Clark K2920 EPA Compliant/Eco Logo Certified	CS	1393	\$ 23.19	\$ 32,303.67				
77	- 2400/CS SCA TISSUE N.A. #CB530 or buyer approved equal. Mfg. & Product No. SCA Tissue CB530 Green Seal Certified	CS	100	\$ 19.48	\$ 1,948.00				
79	PAPER INDUSTRIAL ROLL TOWEL 264-01 NATURAL 8" ROLL TOWEL - 12/350 GEORGIA PACIFIC NORTH #GP26401 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP26401 EPA Compliant - Recycled/EcoLogo - Certified	CS	215	\$ 18.71	\$ 4,022.65				
80	PAPER INDUSTRIAL ROLL TOWEL 89460 ENMOTION HI-CAP RL TWL - 6/800' GEORGIA PACIFIC NORTH #GP89460 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP89460	CS	2672	\$ 49.12	\$ 131,248.64	Georgia Pacilic	GP89470 6/800'	\$ 50.29	\$ 134,374.88
81	PAPER INDUSTRIAL ROLL TOWEL 02068 SCOTT WHT 8" ROLL TWL - 12/400 KIMBERLY CLARK #K2068 or buyer approved equal. Mfg. & Product No. Kimberly Clark K2068 EPA Compliant/Eco Logo Certified	CS	133	\$ 32.21	\$ 4,283.93				
82	PAPER INDUSTRIAL ROLL TOWEL 4142 SURPASS BRN 8" RL TWL - 12/800 KIMBERLY CLARK #K4142 or buyer approved equal. Mfg. & Product No. Kimberly Clark K4142 EPA Compliant/Eco Logo Certified	CS	374	\$ 44.63	\$ 16,692.74				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
83	PAPER INDUSTRIAL ROLL TOWEL 7850 NATL 8" PREM ROLL TWL - 6/800' MERFIN #M7850N or buyer approved equal. Mfg. & Product No. Merfin M7850N <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	219	\$ 39.76	\$ 8,707.44				
96	PAPER INDUSTRIAL ROLL TOWEL 894-80 ENMOTION HI-CAP NATL GEORGIA PACIFIC NORTH #GP89480 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP89480 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	88	\$ 45.61	\$ 4,013.68				
84	PAPER POLY LINED CUP 378HS-0029 8OZ MISTQ HCUP 1000/cs SOLO #378HS or buyer approved equal. Mfg. & Product No. SOLO 378HS	CS	33	\$ 77.27	\$ 2,549.91	Lagasse			
85	8/1000 GEORGIA PACIFIC NORTH #GP12798 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP12798 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	1077	\$ 17.89	\$ 19,267.53				
86	PAPER TOILET TISSUE 131-02 2-PLY SR JUMBO TIS - 6/2000' GEORGIA PACIFIC NORTH #GP13102 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP13102 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	75	\$ 30.41	\$ 2,280.75				
87	PAPER TOILET TISSUE 14580/01 ENVISION 1-PLY TIS - 80/1210 GEORGIA PACIFIC NORTH #GP14580 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP14580 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	103	\$ 43.27	\$ 4,456.81				
88	PAPER TOILET TISSUE 151-00 MICROTWIN 2PLY TIS - 48/1000 GEORGIA PACIFIC NORTH #GP15100 or buyer approved equal. Mfg. & Product No. Discontinued by manufacturer Georgia Pacific GP19378 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	342	\$ 31.29	\$ 10,701.18				
89	PAPER TOILET TISSUE 18280/01 PREFRNC 2-PLY TIS - 80/550 GEORGIA PACIFIC NORTH #GP1828001 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP1828001 <i>EPA Compliant - Recycled/EcoLogo - Certified</i>	CS	109	\$ 35.91	\$ 3,914.19				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
90	PAPER TOILET TISSUE 19378 2PLY COMPACT CORELESS - 18/1500 GEORGIA PACIFIC NORTH #GP19378 or buyer approved equal. Replaces GP15100 Mfg. & Product No. Georgia Pacific GP19378 EPA Compliant - Recycled/EcoLogo - Certified	CS	2592	\$ 31.29	\$ 81,103.68				
91	PAPER TOILET TISSUE 19880/01 ENVISION 2PLY TTISSUE - 80/550 GEORGIA PACIFIC NORTH #GP19880 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP19880 EPA Compliant - Recycled/EcoLogo - Certified	CS	2134	\$ 34.04	\$ 72,641.36				
92	PAPER TOILET TISSUE 04007 SCOTT CORELESS TIS - 36/1000 KIMBERLY CLARK #K4007 or buyer approved equal. Mfg. & Product No. Kimberly Clark K4007 EPA Compliant	CS	291	\$ 37.60	\$ 10,941.60				
93	PAPER TOILET TISSUE AJT720 (FORMER JT202) 9" JUMBO - TOILET TISSUE 12/750' MILLAZZO PAPER IND. #AJ2 or buyer approved equal. Mfg. & Product No. Afflink JT9	CS	619	\$ 22.28	\$ 13,791.32	Georgia Pacific	GP12798 9" JRT ROLL 8/1000'	\$ 17.89	\$ 11,073.91
94	PAPER TOWEL DISPENSERS 59462 SMK/WHT AUTO T/LESS RL - TWL 1/ GEORGIA PACIFIC NORTH #GP59462 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP59462	EA	73	\$ 15.00	\$ 1,095.00				
78	PAPER TOWELS HH ROLLS HB1990A WHT 2PLY HH ROLL TWL 30/84 SCA TISSUE N.A. #HB1990A or buyer approved equal. Mfg. & Product No. SCA Tissue HB1990A	CS	458	\$ 23.81	\$ 10,904.98				
95	PAPER TOWELS HH ROLLS 273-00 FJ 2PLY HH ROLL TOWEL - 30/100 GEORGIA PACIFIC NORTH #GP27300 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP27300	CS	283	\$ 21.87	\$ 6,189.21				
97	PAPER WIPERS 34015 WHT WYPALL TERI 12X16.75 - 180/ KIMBERLY CLARK #K34015 or buyer approved equal. Mfg. & Product No. Kimberly Clark K34015	CS	716	\$ 11.34	\$ 8,119.44				
98	PAPER WIPERS 41412 BLUE WYPALL X70 WKHSE - 10/100 KIMBERLY CLARK #K41412 or buyer approved equal. Mfg. & Product No. Kimberly Clark K41412	CS	528	\$ 66.15	\$ 34,927.20				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
99	PAPER WIPERS 41455-50 WT WRKHRS 9X16.8 BX - 10/100 KIMBERLY CLARK #K4145550 or buyer approved equal. Mfg. & Product No. Kimberly Clark K4145550	CS	66	\$ 51.80	\$ 3,418.80				
100	PAPER WIPERS 47000-70 3PLY TAN WIPE 12.5X13 - 816/ KIMBERLY CLARK #K47000 or buyer approved equal. Mfg. & Product No. Kimberly Clark K47000	CS	136	\$ 33.74	\$ 4,588.64				
101	PAPER WIPERS 5927 WYPALL X70 BLUE 12.5X23.5 - 300/CS KIMBERLY CLARK #K5927 or buyer approved equal. Mfg. & Product No. Kimberly Clark K5927	CS	694	\$ 36.17	\$ 25,101.98				
102	PAPER WIPERS 91371 WYPALL WATERLESS WIPES - 6/75 KIMBERLY CLARK #STWW or buyer approved equal. Mfg. & Product No. Kimberly Clark STWW	CS	43	\$ 45.59	\$ 1,960.37				
103	SANITARY NAPKINS & ACCESSORIES HS-6141 WAX PPR LINER FOR 6140 - 250/ HOSPITAL SPECIALTY COMPANY #HS6141 or buyer approved equal. Mfg. & Product No. Hospeco HS6141	CS	282	\$ 15.65	\$ 4,413.30				
104	SOAP 52018 INSTANT HND SANI,ALOE - 24/4OZ CARROLL COMPANY #IHS4 or buyer approved equal. Mfg. & Product No.	CS	112	\$ 41.28	\$ 4,623.36				
105	SOAP 91220 SF BEST VAL PINK HSOAP - 12/800 KIMBERLY CLARK-SANIFRESH #SFBV or buyer approved equal. Mfg. & Product No. Kimberly Clark SFBV	CS	320	\$ 24.41	\$ 7,811.20				
106	SOAP 401541 LOTION HSOAP W/MOIST- 4/1600 NEWELL RUBBERMAID INC. #LHS1600 or buyer approved equal. Mfg. & Product No. Rubbermaid LS1600	CS	434	\$ 56.10	\$ 24,347.40				
107	SOAP 3230 PEARLUX HAND,HAIR,BODY - 4/1 GL SPARTAN CHEMICAL #PEARL1 or buyer approved equal. Mfg. & Product No. Spartan PEARL1	CS	95	\$ 28.17	\$ 2,676.15				
108	SOAP 3305 L/F SUNFLOWER HAND/BODY - 4/1 GL SPARTAN CHEMICAL #SUNFLOWER1 or buyer approved equal. Mfg. & Product No. Spartan SUNFLOWER1 Green Seal Certified/Bio Based	CS	69	\$ 40.17	\$ 2,771.73				

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
109	TOILET SEAT COVER HG2500 1/2 FLD TOILET SEAT CVR - 2500 HOSPITAL SPECIALTY COMPANY #HG2500 or buyer approved equal. Mfg. & Product No. Hospeco HG2500	CS	675	\$ 25.26	\$ 17,050.50				
110	TOILET TISSUE DISPENSER 59209 TWIN JUMBO JR DISP - 1/CS GEORGIA PACIFIC NORTH #GP59209 or buyer approved equal. Mfg. & Product No. Georgia Pacific GP59209	EA	71	\$ 26.47	\$ 1,879.37				
TOTAL BID					\$ 1,146,683.96	TOTAL BID FOR "GREEN" EQUIVALENT:			\$ 1,115,025.14

Provide percentage discount from manufacturer's list price for products not listed above:

38%

DELIVERY METHOD: OUR TRUCK

Company Name: GULF COAST PAPER COMPANY, INC.

Authorized Contact person: DANA C. TEICH

Authorized Signature: _____

Address: 519 TRADESMAN PARK DRIVE, HUTTO, TEXAS 78634

- * Green Equivalent products include recognized 3rd party tested and certified products or EPA guidelines from the following:
- Green Sealed Certified
 - EcoLogo
 - Green Guard Indoor Air Quality Certified
 - United States Environmental Protection Agency
 - The Carpet and Rug Seal of Approval

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Company's Name	<input type="text" value="Del Valle Correctional Facility"/>		
Name of Contact	<input type="text" value="Mark Jones"/>	Contact Title	<input type="text" value="Sergeant"/>
Present Address	<input type="text" value="3614 Bill Price Road"/>		
City	<input type="text" value="Del Valle"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78617"/>
Telephone Number	<input type="text" value="(512) 854-5370"/>	FAX Number	<input type="text"/>
Email Address	<input type="text" value="mark.jones@co.travis.tx.us"/>		

Company's Name	<input type="text" value="Lammes Candies Since 1885, Inc."/>		
Name of Contact	<input type="text" value="Marina Theisen"/>	Contact Title	<input type="text" value="Purchasing"/>
Present Address	<input type="text" value="200 B Parker Drive, Suite 500"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78728"/>
Telephone Number	<input type="text" value="(512) 310-1885"/>	FAX Number	<input type="text" value="(512) 238-2004"/>
Email Address	<input type="text" value="mtheisen@lammes.com"/>		

Company's Name	<input type="text" value="Del Valle I.S.D."/>		
Name of Contact	<input type="text" value="Clayton Wright"/>	Contact Title	<input type="text" value="Environmental Coordinator"/>
Present Address	<input type="text" value="2454 Cardinal Loop"/>		
City	<input type="text" value="Del Valle"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78617"/>
Telephone Number	<input type="text" value="(512) 386-3137"/>	FAX Number	<input type="text" value="(512) 385-2356"/>
Email Address	<input type="text" value="clayton.wright@del-valle.k12.tx.us"/>		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO CB30070

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 21 day of FEBRUARY, 2012.

CONTRACTOR

Gulf Coast Paper Company, Inc.

Authorized Signature

Title


Sales Representative

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. CB30070

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Gulf Coast Paper Company, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Feb 21, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Dana C. Teich</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Sales Representative</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CB30070
FOR

Custodial Supply Agreement

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

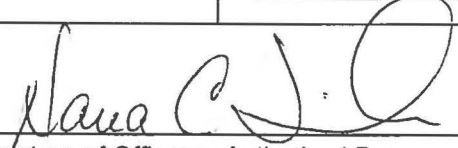
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

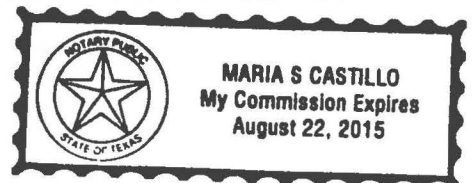
Offeror's
Explanation:

--


- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Gulf Coast Paper Company, Inc.
Printed Name:	Dana C. Teich
Title:	Sales Representative


Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 21st day of February, 2012.


Notary Public

My Commission Expires August 22, 2015


**City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS**

SOLICITATION NO. CB30070

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; padding: 2px;">Gulf Coast Paper Company, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Feb 21, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Dana C. Teich</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Sales Representative</div>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CB30070

PROJECT NAME: CUSTODIAL SUPPLY AGREEMENT

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.


Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

GULF COAST PAPER COMPANY, INC.
Company Name

DANA C. TEICH SALES REPRESENTATIVE
Name and Title of Authorized Representative (Print or Type)


Signature

21 FEB, 2012
Date



February 28, 2012

Cruz Banda
Buyer II
City of Austin
124 W. Eight Street
Austin, TX 78701

Dear Mr. Banda:

The Austin Branch of Gulf Coast Paper Company has been in business more than 40 years, most of those years on East 6th Street. Before light rail, many of the products we distribute were brought in via rail. The age of railroad has given way to roads and we have recently located to Hutto. Our branch employs 16 full-time employee-owners. We have many unique tangible advantages to being local: 1) no cut off time, 2) no order minimums, and 3) every process of the supply chain resides in our branch – customer service, purchasing, sales, operations, and even management.

Because Gulf Coast Paper is local, our entire investment is in our community. We support dozens of various non-profit events as well as networking with local businesses. Gulf Coast Paper is a local chapter member of the Building Owners and Managers Association (BOMA), Internal Facility Management Association (IFMA), Austin Association of Facility and Maintenance Engineers (AAFAME) and US Green Building Council (USGBC).

In 2009, we created **sustainB2B** and have hosted dozens of local training events for the City of Austin over the years. COA site-based training aside, we also host two major events every year. At our annual Building Products Expo about 30 of our major suppliers (e.g. Georgia Pacific, Spartan Chemical, Continental, Technical Concepts, and Rubbermaid – just to name a few) sponsor this event. This expo is held in the winter and we only charge cans of foods which we in turn donate to local food charities. The other major event is our Substrate Care 101. This formal four hour training course covers all types and care of dozens of flooring substrate (e.g. tile, concrete, terrazzo).

Although Gulf Coast Paper is not eligible to be LEED certified, your sales representative, Dana Teich and I have many credentials which place us above the competition. See the enclosed sheet for more information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Ray', with a large, sweeping flourish extending to the right.

Michael Ray, MBA
Branch Manager
LEED Green Associate

Bios/Credentials

Dana Teich, Sales Representative, is a 4th generation Austinite, with more than 12-years of experience in the cleaning industry and has managed the City of Austin account since September 2008. His continuing education in sustainability includes seminars for green cleaning by Spartan Chemical, equipment training by Diversey (Johnson Professional), Advance, Rubbermaid, Continental and Tuway. He has been instrumental in implementing the green initiative set forth by the City of Austin and has held numerous training seminars for both the Building Services Division of the City of Austin and PARD. Dana emphasizes proper hands-on training and product education, which are crucial to helping customers understand the advances that have been made in the cleaning industry.

Michael Ray, Branch Manager, has more than 15-years of experience in the cleaning industry. He advises on budgeting/staffing issues, creates professional cleaning programs, and is the corporate trainer for internal programs like the GCPC sales school. He founded and manages the green program *sustainB2B*, designed to help businesses implement sustainability through green cleaning. This process ranges from simple product conversion to building certification assistance. Michael has taught several groups on professional cleaning, green cleaning, infection control, various flooring programs, OSHA Regulations (Personal Protective Equipment, Bloodborne Pathogens, and Right to Know) and custodial budgeting. He also educates and provides guidance with local government, schools, building cleaning contractors and corporations on professional and green cleaning. Michael is also the committee chair for Education in the IFMA chapter of Austin and educational committee member in the Balcones Chapter of the USGBC. Prior to this position, Michael worked as a market manager for JohnsonDiversey Inc. (AKA Johnson Wax Professional). It was there that he built his green cleaning foundation as the company's Responsible Solutions Specialist for Texas.

Michael has several current certifications:

- Green Cleaning Professional with the International Sanitary Supply Association.
- Institute of Inspection, Cleaning, and Restoration Certifications:
 - Commercial Carpet Care
 - Stone, Masonry, and Ceramic Tile
 - Water Damage Restoration.
- Industry Certified Expert credential through the Cleaning Industry Management Standard (CIMS) with the International Sanitary Supply Association.
- USGBC Green Associate, the first in country for the cleaning products industry.



February 21, 2012

Cruz Banda
Buyer II
City of Austin
124 W. Eight Street
Austin, TX 78701

Subject: General Requirements – Effects of Supply Chain Carbon Footprint

Dear Mr. Banda:

With the amount of “green washing” that takes place, I feel it would be appropriate to directly address purchase specifications 3.0 - General Requirements. Buying local is not only good for the community but also good for the environment. It is obviously an important topic as it is expressed in several departments from the City of Austin and a major component of this bid. In fact, one article I enjoy sharing with our customers is “Why Should I Buy Local” that I have sourced from the City of Austin.

Gulf Coast Paper has enjoyed the City of Austin business for decades and directly and indirectly supports the City’s goals for a sustainable environment. As the bid notes, two resolutions #20071129-045 and 20070215-023 are important frameworks for environmentally responsible stewardship.

One item not directly mentioned but relevant is considering how supply chain management (specifically shipping distance) supports environmental responsibility. Consider LEED 2009 for New Construction and Major Renovations. Points can be earned from the “Regional Materials” category (LEED 2009 New Construction – Material and Resources). Resources gained locally have tremendous effects on environmental responsibility.

Last year at an IFMA luncheon we learned from Zach Baumer, Austin Climate Protection Program Manager, of the City of Austin’s goal to be net neutral by 2020. In researching your account we discovered that we have processed 1,054 invoices for the COA last year. Note: this of course does not take into consideration overstatements with multiple stop offs or understatement with large orders (one invoice but multiple trucks – e.g. AIBA orders) and orders not placed with Gulf Coast Paper. On the following page is a chart expressing the additional carbon footprint created by procuring supplies from an out-of-town source?

Carbon Footprint Supply Chain Analysis
Annual Estimations based on Purchase History in 2011

	Miles	Orders	Total Miles	Carbon Footprint in Metric Tons	Additional Damage in Metric Tons
Gulf Coast Paper Company	58	1,054	61,132	68	
San Antonio	160	1,054	168,640	187	119
Houston	332	1,054	349,928	388	320
Dallas	392	1,054	413,168	458	390

So what does this mean? Simply put, purchasing from out-of-town suppliers have considerable impacts to the City of Austin's carbon footprint. To put this in context, according to erasescarbonfootprint.com, it takes 6 twenty five year old pine trees to absorb one metric ton of CO2. Using this example it would take approximately 714 - twenty five year old trees to offset buying from our next closest city, San Antonio. Over the three year contract this would be 2,142 trees.

Gulf Coast Paper hopes that our continued partnership with the City of Austin will remain a positive environmental stewardship. Thank you for the opportunity to share this information with you.

Sincerely,



Michael Ray, MBA
Branch Manager - Austin
LEED Green Associate

Line Item		UNIT	Estimated Qty	Unit Price	Extended Price	*Green Equivalent Manufacturer	Green Equivalent Product No.	Green Equivalent Unit price	Green Equivalent Extended price
54	LINERS COLORED SPECIALTY SF32ROUND CLEAR 32 GAL - STRETCH-FIT LNR 6/25 BERRY PLASTICS HOLDINGS #32ROUND or buyer approved equal. Mfg. & Product No.	CS	238						
55	LINERS COLORED SPECIALTY SF55ROUNDW 55GL WH STRETCH - 10/10 BERRY PLASTICS HOLDINGS #SF55 or buyer approved equal. Mfg. & Product No.	CS	328						
56	LINERS BLACK LBF3658X3B 36X58 1.5 MIL BLK BERRY PLASTICS HOLDINGS #3658X3B or buyer approved equal. Mfg. & Product No.	CS	167						
57	LINERS BLACK LBF3658X5B 36X58 2ML BLK LNR BERRY PLASTICS HOLDINGS #3658X5B or buyer approved equal. Mfg. & Product No.	CS	54						
58	LINERS BLACK LBR3658X5B 36X58 2 MIL BLK - CORELESS ROLL LINER 5/15 BERRY PLASTICS HOLDINGS #3658X5BCR or buyer approved equal. Mfg. & Product No.	CS	53						
59	LINERS BLACK LBR3658X3B 36X58 1.5 MIL BLK - CORELESS ROLL LINER 10/10 BERRY PLASTICS HOLDINGS #3658X3BCR or buyer approved equal. Mfg. & Product No.	CS	271						
60	LINERS BLACK LBR4046X5B 40X46 2MIL BLK - CORELESS ROLL LNR 75/CS BERRY PLASTICS HOLDINGS #4046X5BCR or buyer approved equal. Mfg. & Product No.	CS	134						
61	MICRO FIBER CLEANING SYSTEM MFB-74 BLUE MF 16X16 AP CLOTH - 24/CS TUWAY #MFB74 or buyer approved equal. Mfg. & Product No.	CS	62						



TO: Veronica Lara
Department of Small and Minority Business Resources

FROM: Cruz Banda, Buyer II
DATE: January 19, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. CB30070
Project Name: Custodial Supply Agreement
Commodity 485 – Janitorial Supplies, General Line
Code(s): 48576- Recycled Janitorial Supplies
Estimated Value: \$1,662,000

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2003

✓ Approval is hereby granted to use the above Goals.

 Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons:

This is a commodity purchase of custodial supplies. There are no subcontracting opportunities.

Veronica Lara or Stephen Elkins

Date: 1/31/2012

cc: Lynda Thorpe, Purchasing