



# **COUNTY OF ALAMEDA**

## **REQUEST FOR QUOTATION NO. 10168/RA/04**

### **SPECIFICATIONS, TERMS & CONDITIONS for JANITORIAL CLEANING PRODUCTS, ENVIRONMENTALLY PREFERABLE**

#### **NETWORKING/BIDDERS CONFERENCES**

At

**10:00 a.m.**  
on  
**December 13, 2005**  
At  
**Room 201**  
**1401 Lakeside Drive**  
**Oakland, CA 94612**

**2:00 p.m.**  
on  
**December 16, 2005**  
At  
**Public Works**  
**Room 230 "A"**  
**951 Turner Ct.**  
**Hayward CA**

#### **RESPONSE DUE**

by

**2:00 p.m.**

on

**January 9, 2006**

at

**Alameda County, GSA-Purchasing**  
**1401 Lakeside Drive, Suite 907**  
**Oakland, CA 94612**

**COUNTY OF ALAMEDA**  
**REQUEST FOR QUOTATION NO. 10168RA/04**  
**SPECIFICATIONS, TERMS & CONDITIONS**

**For**  
**JANITORIAL CLEANING PRODUCTS, ENVIRONMENTALLY PREFERALBE**

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- Exhibit E – SLEB Certification Application Package
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**I. ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

ACA	American Correctional Association
ASTM	American Society for Testing and Materials
Bid	Shall mean the bidders’/contractors’ response to this Request
Bidder	Shall mean the specific person or entity responding to this RFQ
Board	Shall refer to the County of Alameda Board of Supervisors
BMD	Building Maintenance Department
CARB	California Air Resources Board
CCR	Code of California Regulations
CFC	Chlorofluorocarbons
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
Energy Efficient Product	Means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.
Energy Star	Means the U.S. EPA’s energy efficiency product labeling program.
Environmentally Preferable Products	Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner
EPA	United States Environmental Protection Agency
Federal	Refers to United States Federal Government, its departments and/or agencies
Federal Energy Management Program	Refers to a program of the Department of Energy that issues a series of <i>Product Energy Efficiency Recommendations</i> that identify recommended efficiency levels for energy-using products.
FIFRA	As used herein shall refers to the Federal Insecticide, Fungicide, and Rodenticide Act
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Green Seal	“Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA’s criteria for third-party certifiers. The Green Seal is a registered certification mark that may

	appear only on certified products.
GS-37	Refers to the Green Seal Environmental Standard for Industrial and Institutional Cleaners.
GS-40	Refers to the Green Seal Environmental Standard for Floor-Care Products: Finishes and Compatible Strippers Used for Industrial and Institutional Purposes.
HFC	Refers to Hard Floor Care
Labor Code	Refers to California Labor Code
LEED <sup>TM</sup> Rating System	The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings.
MSDS	As used herein shall refer to Material Safety Data Sheets
NCBS	Refers to the National Consensus Based Standard which is a consensus-based specification for janitorial cleaners developed through a national work-group effort. The GS-37 Standard serves as a basis for the NCBS wherever possible.
NFPA	Refers to National Fire Protection Association
OSHA	Refers to California Occupational Safety and Health Administration
PBTs	Persistent, Bioaccumulative Toxins including compounds such as dioxins, polychlorinated biphenyls, and mercury as defined by the United States Environmental Protection Agency and listed on the EPA's website at <a href="http://www.epa.gov/opptintr/pbt/">www.epa.gov/opptintr/pbt/</a>
PO	Shall refer to Purchase Order(s)
Post-consumer material	Means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
Practical and Practicable	Mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.
Quotation	Shall mean bidder's response to this RFQ
Recovered Material	Means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.
Recycled Content	Means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.

Request for Quotation	Shall mean this document, which is the County of Alameda's request for contractors'/bidders' proposal to provide the goods and/or services being solicited herein. Also referred herein as RFQ
Response	Shall refer to bidder's quotation submitted in reply to RFQ
RC&R	Refers to the Resource Conservation and Recycling Group within the General Services Agency (GSA).
RFQ	Request for Quotation
SLEB	Small Local Emerging Business
Source Reduction	Refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
State	Refers to State of California, its departments and/or agencies
VCT	As used herein shall refer to Vinyl Composite Tile
VOC	Refers to volatile organic compounds

## II. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms and conditions to describe the goods that are required by the County of Alameda for the supply and delivery of janitorial cleaning products to meet its normal supply requirements.

It is also the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional janitorial cleaning products. In addition, it is the intent of the County to procure sustainable cleaning products and materials that allow the County to comply with the Leadership in Energy and Environmental (LEED) Existing Building standards set by the United States Green Building Council.

### B. SCOPE

The General Services Agency Building Maintenance Department (BMD) provides the maintenance services for over one hundred and sixty-six (166) County owned and leased facilities. These buildings include offices, courts, detention facilities, veteran's building, firing ranges, parking structures and training facilities. BMD provides maintenance services to assure clean, safe, and functionally operative facilities. BMD

and various County agencies spend approximately Three Hundred Thousand Dollars (\$300,000) annually on janitorial cleaning products.

The County will establish a contract for environmentally preferable cleaning products wherever feasible. The County seeks to purchase cleaning products that represent a lesser impact to public health and the environment than competing products and which address specific environmental and health concerns.

The scope of this bid includes thirteen categories of janitorial cleaners. The product categories are as follows:

1. General Purpose Cleaner
2. Bathroom Cleaner
3. Glass Cleaner
4. Disinfectant/Sanitizer
5. Cleaner/Degreaser/Heavy Duty Cleaner
6. Furniture Polish
7. Liquid Hand Soap
8. Enzymatic Cleaner/Digester
9. Metal Polish
10. Abrasive Cleaner
11. Carpet Care Products
12. Hard Floor Care Products
13. Cleaner Delimer

In addition to providing environmentally preferable cleaning products, the County has outlined specific customer service, training, labeling, and packaging requirements. The County has also outlined specific requirements for cleaners used in the County's adult detention facilities which receive accreditation by the American Correctional Association (ACA). Secure dispensers that deliver ready-to-use products are currently installed at the jails. Bidders must purchase the dispensers from the current vendor.

The Contractor shall be required to make inside deliveries of janitorial chemicals and cleaning products to multiple delivery locations. Note that some of these locations may have delivery restrictions.

The County is anticipating the receipt of bids from multiple vendors. The County reserves the right to award any contract that may arise from this RFQ by category, per line item or a single award.

## C. SPECIFIC REQUIREMENTS

This section is divided into four subsections lettered a) through d). The first subsection, “Specification Development,” describes how the technical specifications were developed for this bid. It includes references to the specific sources of technical criteria. The second subsection, “Product Groupings,” outlines the seven (7) groups of janitorial chemicals included in the bid and highlights general specification requirements. Included in this section is a summary table of the thirteen chemical categories previously listed and how they fall into each of the seven groups. Bidders may want to reference this table for clarification purposes.

The third subsection is titled, “Product Specifications and Requirements.” This subsection outlines the mandatory and desirable specification as well as documentation requirements for each product category. Lastly, the subsection titled, “Other Requirements,” describes other bid requirements such as training, labeling, dispensing devices, and customer service.

### 1. **Specification Development**

For purposes of this RFQ, the minimum standards established for environmental preferability and performance of products are based on the “Green Seal Environmental Standard for General Purpose, Bathroom, Glass, and Carpet Cleaners Used for Industrial and Institutional Purposes, GS-37, wherever possible. Green Seal has released an additional standard, GS-40, titled “Floor-Care Products: Finishes and Compatible Strippers Used for Industrial and Institutional Purposes.” Both of these specifications are used in this bid.

As noted on Green Seal’s website, Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends or in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For a list of products approved by Green Seal and for the GS-37 and GS-40 standards, visit their website at [www.greenseal.org](http://www.greenseal.org).

At the time this RFQ was written, Green Seal only provided certification for janitorial cleaners in six product categories including: general purpose, bathroom, glass, and carpet cleaners under GS-37; and floor strippers and floor finishes under GS-40. In order to ascertain the environmental preferability of janitorial cleaning products beyond these six categories, a national effort is



underway to use the GS-37 environmental criteria, in conjunction with other environmental criteria, to evaluate products for which there is no Green Seal standard. Specifically, the requirements outlined in the “Product – Specific Health and Environmental Requirements” of GS-37 are used for the purpose of establishing a minimum set of criteria for use in drafting contract bids. This effort was undertaken by the Cleaning Products Work Group and the result is referred to as the “National Consensus-Based Standard” (NCBS).

The Cleaning Products Work Group was coordinated by the Center for a New American Dream and included the participation of a diverse stakeholder group, including five manufacturers, five user groups, five government entities, three academic, four environmental organizations, and the Chemical Specialty Manufacturers Association. Specifically, the State of Massachusetts and the City of Santa Monica, CA bids were used as a reference for the specification development and preparation of this bid. Additional information on the work group is available from Scot Case (Center for New American Dream) at 610-568-1550 or at [scot.case@alvernia.edu](mailto:scot.case@alvernia.edu). The list of janitorial cleaners qualified under this standard can be found at the following website: [www.newdream.org/procure/products/approved.php](http://www.newdream.org/procure/products/approved.php) and in Exhibit N. Products on this list are acceptable for bid.

In addition to the specifications outlined above, Green Seal developed criteria for environmentally-preferable floor maintenance products prior to the release of the GS-40 standard. These criteria are outlined in “Green Seal’s Choose Green Report on Floor-Care Products: Finishes and Strippers” which includes a list of qualified products. These products are acceptable for bid. The report can be found on line at [www.greenseal.org/recommendations/CGR\\_floorcare.pdf](http://www.greenseal.org/recommendations/CGR_floorcare.pdf).

All products submitted by Bidders must meet or exceed the requirements for Volatile Organic Compounds (VOC) content outlined in the California Consumer Products Regulation, codified in sections 94507-94517 of Title 17 of the California Code of Regulations (CCR). In this case, “exceed the requirements” means the products will have lower VOC levels than those specified in the CCR. All products must be compliant with California OSHA requirements. The table of VOC standards can be found at <http://www.arb.ca.gov/consprod/regs/cp.pdf>

Cleaning products used in adult detention facilities must be compliant with American Correctional Association (ACA) requirements for flammable, toxic, and caustic materials. The ACA requirements require that ready-to-use products have NFPA ratings of 0 or 1 for health hazard, fire hazard, and reactivity hazard.

In certain product categories there are not enough products qualified under GS-37, GS-40, the NCBS, and the GS Choose Green report to provide an adequate selection of products for a competitive bid. In these cases, specific product criteria are called out in the product specification sections. In other cases, “traditional” products will be considered along with their environmentally preferable counterparts to provide the County with adequate selection and competitive pricing.

**Table of Web References**

Reference	Web Address
<b>GS-37 Technical Standard, Institutional Cleaners</b>	<a href="http://www.greenseal.org/standards/gs37.pdf">www.greenseal.org/standards/gs37.pdf</a>
<b>GS-40 Technical Standard, Floor Care</b>	<a href="http://www.greenseal.org/standards/gs40.pdf">www.greenseal.org/standards/gs40.pdf</a>
<b>Green Seal Certified Products</b>	<a href="http://www.greenseal.org/certproducts.htm">www.greenseal.org/certproducts.htm</a>
<b>Choose Green, Floor Care</b>	<a href="http://www.greenseal.org/recommendations/CGR_floorcare.pdf">www.greenseal.org/recommendations/CGR_floorcare.pdf</a>
<b>VOC Standards</b>	<a href="http://www.arb.ca.gov/consprod/regs/cp.pdf">www.arb.ca.gov/consprod/regs/cp.pdf</a>
<b>Cleaning Products Work Group (NCBS)</b>	<a href="http://www.newdream.org/procure/products/cleaners.php">www.newdream.org/procure/products/cleaners.php</a>
<b>NCBS Specification</b>	<a href="http://www.newdream.org/procure/products/MassRFP.pdf">www.newdream.org/procure/products/MassRFP.pdf</a>
<b>NCBS Product List</b>	<a href="http://www.newdream.org/procure/products/approved.php">www.newdream.org/procure/products/approved.php</a>

## 2. Product Groupings

The products included in this bid are divided into seven (7) product groups that are discussed in general terms below. Within each group there are specific cleaning products that the County uses for custodial purposes. **Bidders must bid all the products within a given Group to be compliant with the bid requirements. In the case of carpet care and hard floor care, bidders may bid a comprehensive cleaning solution to meet the County’s needs. Bidders may chose to bid one or more groups of products.** A high level summary of the product groupings and the requirements for bid are presented in Table 1 for clarification purposes. The individual cleaning products are discussed in detail in Section c) which it titled “Product Specifications and Requirements.”

### Group 1: General Purpose and Restroom Cleaners – Environmentally Preferable

The seven (7) categories of products included in Group 1 are listed below. These products are used in general purpose cleaning throughout the facilities and in the restrooms. The focus in this group is on environmentally preferable cleaners. The seven (7) product categories include:

- 1). General Purpose Cleaner
- 2). Restroom Cleaner
- 3). Glass Cleaner
- 4). Disinfectant/Sanitizer
- 5). Cleaner/Degreaser/Heavy Duty Cleaner
- 6). Furniture Polish
- 7). Liquid Hand Soap – Not Antimicrobial

Products acceptable for bid in this group include one of the following: 1) Green Seal certified products **or** 2) products previously qualified under the National Consensus Based Standard. The only exception to this is liquid hand soap which can be bid if the documentation requirements outlined in the “Product Specification and Requirements” section are met.

**Green Seal Certified Products:**

As previously mentioned, the GS-37 Green Seal Standard establishes environmental requirements for industrial and institutional general purpose, bathroom, and glass cleaners listed above as Product Categories 1 through 3. The most current list of products certified by Green Seal can be found on the Green Seal website. If bidding Green Seal certified products, the products **must** be Green Seal certified prior to the submission of bids. If the product is not yet listed on the Green Seal website as a certified product at the time of bid submission, Bidders **must** provide proof of Green Seal certification in their bid.

**National Consensus Based Standard (NCBS) Products:**

Bidders may submit quotes for products that were previously evaluated and approved by other governmental agencies under the NCBS. A list of these products may be found on the Center for New American Dream’s website or in Exhibit N.

**Group 1 Bid Requirements Summary:**

- Bidders must quote cleaners that are either Green Seal certified at the time of bid submission **or** they must provide quotes for products previously qualified under the National Consensus Based Standard. Liquid hand soap is the only exception; Bidders may provide certification of antibacterial formulation.
- Bidders may quote multiple products within a product category.
- The County will NOT undergo individual evaluation of chemical data to assess compliance with the GS-37 Standard and the NCBS.

Group 2: General Purpose and Restroom Cleaners – Traditional

The four (4) categories of products included in Group 2 are listed below. These products are used in general purpose cleaning throughout the facilities, in the restrooms, and in health clinics. These cleaners either do not have environmentally preferable equivalents or have too few qualified environmentally preferable products for competition. Specific requirements for each of these products are outlined in the “Product Specification and Requirements” section of the bid. The product categories include:

- 8). Liquid Hand Soap - Antimicrobial
- 9). Enzymatic Cleaner/Digester
- 10). Metal Polish
- 11). Abrasive Cleaner

Group 2 Bid Requirements Summary:

- Bidders must comply with specific requirements outlined in the respective “Product Specification and Requirements” section of this bid.
- Bidders may quote multiple products within a product category.
- The County will review required documentation for each product in this group as outlined in the “Product Specification and Requirements” section of this bid.

Group 3: Carpet Care – Environmentally Preferable

The four (4) types of products included in Group 3 are listed below. These products are used in all aspects of carpet care. The focus in this group is on environmentally preferable cleaners for carpeting. Products acceptable for bid in this group include products previously qualified under the GS-37 standard or the National Consensus Based Standard. Each application must be designed to work together in an environmentally preferable system of overall carpet care. The product categories include:

- 12). Carpet Care – Shampoo
- 13). Carpet Care – Wet Extraction Cleaner
- 14). Carpet Care – Defoamer
- 15). Carpet Care – Spot Cleaner

Green Seal Certified Products:

The GS-37 standard has been modified to include carpet cleaners. Bidders may submit quotes for cleaners approved under this standard. The products MUST be Green Seal certified prior to the submission of bids. If the product is not yet listed on the Green Seal website as a certified product at the time of bid submission, Bidders MUST provide proof of Green Seal certification in their bid.

National Consensus Based Standard (NCBS) Products:

Bidders may submit quotes for products that were previously evaluated and approved by other governmental agencies under the NCBS. A list of these products may be found on the Center for New American Dream website and in Exhibit N.

Group 3 Bid Requirements Summary:

- If bidding Group 3 products, Bidders must provide quotes for a complete system of carpet care to meet the County's needs.
- Bidders must only quote products previously qualified under the GS-37 Standard or the National Consensus Based Standard.
- Bidders may quote multiple products within a product category.
- The County will NOT undergo individual evaluation of chemical data to assess compliance with the GS-37 Standard and the NCBS.

Group 4: Carpet Care – Traditional

The four (4) categories of products included in Group 4 are listed below. These products are used in all aspects of carpet care. Each application must be designed to work together in an overall system of carpet care. The product categories include:

- 16). Carpet Care – Shampoo
- 17). Carpet Care – Wet Extraction Cleaner
- 18). Carpet Care – Defoamer
- 19). Carpet Care – Spot Cleaner

Group 4 Bid Requirements Summary:

- If bidding Group 4 products, Bidders must provide quotes for a complete system of carpet care to meet the County's needs.
- Bidders may quote multiple products within a product category.

Group 5: Hard Floor Care – Environmentally Preferable

The five (5) types of products included in Group 5 are listed below. These products are used in all aspects of hard floor care. The types of flooring are outlined in the “Product Specification and Requirements” section. The focus in this group is on environmentally preferable cleaners. The product categories include:

- 20). Hard Floor Care – Concrete/Terrazo Finish
- 21). Hard Floor Care – Neutral Cleaner
- 22). Hard Floor Care – Buff/Burnish/Restorer
- 23). Hard Floor Care – Hard Floor Care - Stripper

#### 24). Hard Floor Care – Finish

Products acceptable for bid in this group include products previously qualified under the National Consensus Based Standard, products certified under Green Seal's GS-40 standard for floor strippers and finishers, and products listed in "Green Seal's Choose Green Report on Floor-Care Products: Finishes and Strippers." Each application must be designed to work together in an environmentally preferable system of overall floor care.

##### Green Seal Certified Products:

The most current list of products certified by Green Seal can be found on the Green Seal website. If bidding Green Seal certified products, the products MUST be Green Seal certified prior to the submission of bids. If the product is not yet listed on the Green Seal website as a certified product at the time of bid submission, Bidders MUST provide proof of Green Seal certification in their bid.

##### National Consensus Based Standard (NCBS) Products:

Bidders may submit quotes for products that were previously evaluated and approved by other governmental agencies under the NCBS. A list of these products may be found on the Center for New American Dream's website and in Exhibit N.

##### Group 5 Bid Requirements Summary:

- If bidding Group 5 products, Bidders must provide quotes for a complete system of hard floor care.
- Bidders must only quote products previously qualified under GS-40, the National Consensus Based Standard, or the Choose Green Report on floor care.
- Bidders may quote multiple products within a product category.
- The County will NOT undergo individual evaluation of chemical data to assess compliance with the NCBS or GS-40.

##### Group 6: Hard Floor Care – Traditional

The five (5) types of products included in Group 6 are listed below. These products are used in all aspects of hard floor care. The types of flooring are outlined in the "Product Specification and Requirements" section. Each application must be designed to work together in a system of overall hard floor care. The County prefers that Bidders provide information on the environmentally preferable attributes of the floor care products being bid. Specifically, this should be done using the attributes of environmental preferability as defined in the GS-37 specification section titled, "Product-

Specific Health and Environmental Requirements.” The product categories include:

- 25). Hard Floor Care – Concrete/Terrazo –Finish
- 26). Hard Floor Care – Neutral Cleaner
- 27). Hard Floor Care – Buff/Burnish/Restorer
- 28). Hard Floor Care – Stripper
- 29). Hard Floor Care – Finish

Group 6 Bid Requirements Summary:

- If bidding Group 6 products, Bidders must provide quotes for a complete system of hard floor care.
- Bidders may quote multiple products within a product category.
- The County will consider documentation submitted showing the environmental preferability as defined by the GS-37 “Product-Specific Health and Environmental Requirements” specification.

Group 7: Detention Cleaning Chemicals – Environmentally Preferable

The three (3) categories of products included in Group 7 are listed below. These products are used in general purpose cleaning throughout the detention facilities. The focus in this group is on environmentally preferable cleaners. The three (3) product categories include:

- 30). Glass Cleaner
- 31). Disinfectant/Sanitizer Detergent
- 32). Cleaner Delimer

For glass cleaner and disinfectant/sanitizer detergent, products acceptable for bid include one of the following: 1) Green Seal certified products or 2) products previously qualified under the National Consensus Based Standard. For cleaner delimer, bidders should provide information on the environmental attributes of the bid products using the GS-37 specification criteria as outlined in the “Product-Specific Health and Environmental” section of the specification. Bidders should provide backup documentation to substantiate any environmental claims.

**All products bid in this group must be compliant with the American Correctional Association’s (ACA) requirements for flammable, toxic, and caustic materials. The ACA requirements require that ready-to-use products have NFPA ratings of 0 or 1 for health hazard, fire hazard, and reactivity hazard.**

**Green Seal Certified Products:**

As previously mentioned, the GS-37 Green Seal Standard establishes environmental requirements for industrial and institutional general purpose, bathroom, and glass cleaners. . The most current list of products certified by Green Seal can be found on the Green Seal website. If bidding Green Seal certified products, the products **must** be Green Seal certified prior to the submission of bids. If the product is not yet listed on the Green Seal website as a certified product at the time of bid submission, Bidders **must** provide proof of Green Seal certification in their bid.

**National Consensus Based Standard (NCBS) Products:**

Bidders may submit quotes for products that were previously evaluated and approved by other governmental agencies under the NCBS. A list of these products may be found on the Center for New American Dream's website or in Exhibit N.

**Group 7 Bid Requirements Summary:**

- If bidding Group 7 products, Bidders must provide quotes for each of the three (3) product categories to be compliant with bid requirements.
- For glass cleaner and disinfectant/sanitizer detergent, bidders must quote cleaners that are either Green Seal certified at the time of bid submission **or** they must provide quotes for products previously qualified under the National Consensus Based Standard.
- For glass cleaner and disinfectant/sanitizer detergent, the County will **NOT** undergo individual evaluation of chemical data to assess compliance with the GS-37 Standard and the NCBS.
- For cleaner delimer, bidders should provide information on the environmental attributes of the bid products using the GS-37 specification criteria as outlined in the "Product-Specific Health and Environmental" section of the specification.
- Bidders should provide backup documentation to substantiate any environmental claims for cleaner delimer products bid.
- Bidders may quote multiple products within a product category.



**Table 1. Bid Specification and Product Summary**

Product Types		Specification <sup>1</sup>
<b>Group 1: General Purpose and Restroom Cleaners – Environmentally Preferable</b>		
1	General Purpose Cleaner	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
2	Restroom Cleaner	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
3	Glass Cleaner	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
4	Disinfectant/Sanitizer	NCBS <sup>3</sup>
5	Cleaner/Degreaser/Heavy Duty Cleaner	NCBS <sup>3</sup>
6	Furniture Polish	NCBS <sup>3</sup>
7	Liquid Hand Soap – Not Antimicrobial	NCBS <sup>3</sup> or See “Product Specifications and Requirements”
<b>Group 2: General Purpose and Restroom Cleaners – Traditional</b>		
8	Liquid Hand Soap –Antimicrobial	See “Product Specifications and Requirements”
9	Enzymatic Cleaner/Digester	See “Product Specifications and Requirements”
10	Metal Polish	See “Product Specifications and Requirements”
11	Abrasive Cleaner	See “Product Specifications and Requirements”

1. All products bid must be California OSHA compliant and meet VOC standards as outlined in the CCR.
2. These products are certified by Green Seal under the GS-37 standard as environmentally preferable.
3. These products were previously qualified using the National Consensus Based Standard for janitorial cleaners.
4. These products are certified by Green Seal under the GS-40 standard as environmentally preferable.
5. These products are determined to be environmentally preferable as listed in the Green Seal “Choose Green Report for Floor Maintenance Products.”

**Table 1, Cont'd. Bid Specification and Product Summary**

Product Types	Specification <sup>1</sup>
<b>Group 3: Carpet Care – Environmentally Preferable</b> (If bidding this group, must bid each product in Group, or a complete carpet care solution)	
12 Carpet - Shampoo	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
13 Carpet - Wet Extraction Cleaner	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
14 Carpet - Defoamer	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
15 Carpet – Spot Cleaner	NCBS <sup>3</sup>
<b>Group 4: Carpet Care – Traditional</b> (If bidding this group, must bid each product in Group, or a complete carpet care solution)	
16 Carpet - Shampoo	See “Product Specifications and Requirements”
17 Carpet - Wet Extraction Cleaner	See “Product Specifications and Requirements”
18 Carpet - Defoamer	See “Product Specifications and Requirements”
19 Carpet – Spot Cleaner	See “Product Specifications and Requirements”

1. All products bid must be California OSHA compliant and meet VOC standards as outlined in the CCR.
2. These products are certified by Green Seal under the GS-37 standard as environmentally preferable.
3. These products were previously qualified using the National Consensus Based Standard for janitorial cleaners.
4. These products are certified by Green Seal under the GS-40 standard as environmentally preferable.
5. These products are determined to be environmentally preferable as listed in the Green Seal “Choose Green Report for Floor Maintenance Products.”

**Table 1, Cont'd. Bid Specification and Product Summary**

<b>Product Types</b>		<b>Specification<sup>1</sup></b>
<b>Group 5: Hard Floor Care – Environmentally Preferable</b> (If bidding this group, must bid each product in Group, or a complete hard floor care solution)		
20	Hard Floor Care – Neutral Cleaner	NCBS <sup>3</sup>
21	Hard Floor Care – Buff/Burnish/Restorer	NCBS <sup>3</sup>
22	Hard Floor Care – Stripper	GS-40 Certified <sup>4</sup> , NCBS <sup>3</sup> , or Choose Green Report <sup>5</sup>
23	Hard Floor Care – Finish	GS-40 Certified <sup>4</sup> , NCBS <sup>3</sup> , or Choose Green Report <sup>5</sup>
24	Hard Floor Care – Concrete/Terrazzo Finish	GS-40 Certified <sup>4</sup> , NCBS <sup>3</sup> , or Choose Green Report <sup>5</sup>
<b>Group 6: Hard Floor Care – Traditional</b> (If bidding this group, must bid each product in Group, or a complete hard floor care solution)		
25	Hard Floor Care – Neutral Cleaner	See “Product Specifications and Requirements”
26	Hard Floor Care – Buff/Burnish/Restorer	See “Product Specifications and Requirements”
27	Hard Floor Care – Stripper	See “Product Specifications and Requirements”
28	Hard Floor Care – Finish	See “Product Specifications and Requirements”
29	Hard Floor Care – Concrete/Terrazzo Finish	See “Product Specifications and Requirements”
<b>Group 7: Detention Cleaning Products – Environmentally Preferable</b> (If bidding this group, must bid each product in Group)		
30	Glass Cleaner	GS-37 Certified <sup>2</sup> or NCBS <sup>3</sup>
31	Disinfectant/Sanitizer Detergent	NCBS <sup>3</sup>
32	Cleaner Delimer	See “Product Specifications and Requirements”

1. All products bid must be California OSHA compliant and meet VOC standards as outlined in the CCR.
2. These products are certified by Green Seal under the GS-37 standard as environmentally preferable.
3. These products were previously qualified using the National Consensus Based Standard for janitorial cleaners.
4. These products are certified by Green Seal under the GS-40 standard as environmentally preferable.
5. These products are determined to be environmentally preferable as listed in the Green Seal “Choose Green Report for Floor Maintenance Products.”

### **3. Product Specifications and Requirements**

The product specifications for each product category are outlined in this section. Specifications are mandatory or desirable and are noted as such. In addition, a description of the intended use of the product and the required documentation for submittal with the bid response is included. Products that do not meet the mandatory specifications will not be considered for award.

#### **Group 1: General Purpose and Restroom Cleaners – Environmentally Preferable**

##### **1). General Purpose Cleaner – Environmentally Preferable**

###### Intended Use:

This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. This cleaner is intended for routine cleaning of offices, institutions, warehouses, and industrial facilities and not of households, food preparation operations, or medical facilities. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products requiring registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as those making claims as sterilizers, disinfectants, or sanitizers.

###### Mandatory Specification:

This cleaner must meet the Green Seal standard for Industrial and Institutional Cleaners (GS-37) and must be Green Seal certified at time of bid submission **or** must be previously qualified under the NCBS. Green Seal certified products can be found at [www.greenseal.org](http://www.greenseal.org), and products previously qualified under the NCBS can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Bidders must provide proof of Green Seal certification if the product is not listed on the Green Seal website at time of bid submission. If the product is not Green Seal certified, it must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**2). Restroom Cleaner – Environmentally Preferable**

Intended Use:

This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under FIFRA, such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

Mandatory Specification:

This cleaner must meet the Green Seal standard for Industrial and Institutional Cleaners (GS-37) and must be Green Seal certified at time of bid submission **or** must be previously qualified under the NCBS. Green Seal certified products can be found at [www.greenseal.org](http://www.greenseal.org) and products previously qualified under the NCBS can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Bidders must provide proof of Green Seal certification if the product is not listed on the Green Seal website at time of bid submission. If the product is not Green Seal certified, it must have been previously qualified under

the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**3). Glass Cleaner – Environmentally Preferable**

Intended Use:

This category includes products used to clean windows, glass, and polished surfaces. Stainless steel fixtures and dining tables may be cleaned with this cleaner. This category does not include any products requiring registration under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

Mandatory Specification:

This cleaner must meet the Green Seal standard for Industrial and Institutional Cleaners (GS-37) and be Green Seal certified at time of bid submission **or** must be previously qualified under the NCBS. Green Seal certified products can be found at [www.greenseal.org](http://www.greenseal.org) and products previously qualified under the NCBS can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Bidders must provide proof of Green Seal certification if the product is not listed on the Green Seal website at time of bid submission. If the product is not Green Seal certified, it must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**4). Disinfectant/Sanitizer – Environmentally Preferable**

Intended Use:

Disinfectants are used to destroy or irreversibly inactivate infectious fungi, viruses and bacteria, but not necessarily their spores. They need to kill 100% of the organisms they come in contact with to be effective.

Sanitizers are used to reduce, but not necessarily eliminate, microorganisms to levels considered safe by public health codes or regulations. Sanitizers are considered low-level antimicrobial agents and are commonly used for food service cleaning applications. They need not eliminate 100% of all organisms to be effective. The County uses these products to fight germs on hard surfaces such as bathroom fixtures and toilet seats and bowls. Health clinics located in County detention facilities and public health facilities use these products.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**5). Cleaner/Degreaser and Heavy Duty Cleaners – Environmentally Preferable**

Intended Use:

These agents are suitable for cleaning soils in production and maintenance applications such as automotive, industrial, and kitchen soils/oils. Typical contaminants on concrete floors and hard work surfaces in automotive shops may include motor oil, transmission oil, antifreeze and chassis grease. Products may also be used to clean hard surfaces and tough dirt in residential detention facilities such as on walls, floors, baseboards, and equipment in inmate living quarters, kitchens, recreational and dining areas.

Suitable agents do not include those for specialized cleaning/degreasing operations such as removal of paints, sealants, rust, and adhesives; hand wiping parts; preparation of surfaces for electroplating, organic coatings, and parts testing; or the cleaning of hydraulic components, medical supplies, electronics and optics.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**6). Furniture Polish – Environmentally Preferable**

Intended Use:

Furniture polish is used to polish wood surfaces or office furniture.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets



(MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**7). Liquid Hand Soap – Not Antimicrobial – Environmentally Preferable**

Intended Use:

Liquid hand soaps are used throughout the County in most lavatories and other areas requiring hand washing. Some hand washing standards may require the use of antimicrobial soaps. Antimicrobial soaps are included as a separate category. Soaps in this category are not intended for use for grease removal such as at motor vehicle shops or for use in medical facilities for antimicrobial cleaning.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found at [www.newdream.org](http://www.newdream.org) OR must be shown to not contain antimicrobials. A list of products approved under the NCBS can be found in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that products have a pH between 6 and 8.5 and be free of fragrance.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid OR Bidders must submit a manufacturer's affidavit showing that the product does not contain anti-microbial agents. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. In addition, if Bidders are submitting products that meet the desirable specifications, they should submit documentation showing the product pH is between 6 and 8.5 and whether the product is fragrance free.

**Group 2:**

**General Purpose and Restroom Cleaners – Traditional**

**8). Liquid Hand Soap – Antimicrobial**

Intended Use:

Anti-microbial liquid hand soaps are used for hand washing in areas such as health services and food preparation. Soaps in this category are not

intended for use for grease removal such as at motor vehicle shops.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that products have a pH between 6 and 8.5 and be fragrance free.

Required Documentation:

Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. In addition, if Bidders are submitting products that meet the desirable specifications, they should submit documentation showing the product pH is between 6 and 8.5 and whether the product is fragrance free.

**9). Enzymatic Cleaner/Digester**

Intended Use:

These agents are used to counteract odor. They are typically used in restrooms to digest the organic material in urine that is a source of odor.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that the products be included on the list of NCBS and can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N.

Required Documentation:

Products meeting the desirable specification must be on the NCBS. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**10). Metal Polish**

Intended Use:

Metal polish is used to polish metal surfaces such as door handles, railings, elevator doors, and stainless chrome in lavatories.

Mandatory Specification:

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for this product category is 30%. Products included in the Bidder's response must, at a minimum, meet this VOC requirement. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that the products bid have a VOC limit below the maximum allowable level outlined in the Mandatory Specification.

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**11). Abrasive Cleaner**

Intended Use:

Abrasive cleaners are used for spot cleaning hard surfaces to remove pencil, ink, and other markings.

Mandatory Specification:

Abrasive cleansers must be cream based (non-powder) to avoid inhalation of particulates. Cleaners should not contain chlorine-based bleaching agents. All products must be compliant with California OSHA requirements. Product performance should meet industry acceptable performance standards. Product should not leave a residue.

Desirable Specifications:

It is desirable that the product does not contain ammonia.

Required Documentation:

Bidders must provide a certification that the product does not contain chlorinated compounds. If Bidders are providing products that meet the desirable specifications, then they should provide documentation showing that the products do not contain ammonia. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**Group 3:  
Carpet Care – Environmentally Preferable**

This category includes products designed for the purpose of removing dirt and stains on rugs, carpeting, the interior of motor vehicles, and furniture or objects upholstered or covered with fabrics such as wool, cotton, nylon or other synthetics.

Multiple carpet cleaning techniques are used at the County based on the type of cleaning required. Carpets are typically deep cleaned twice a year using either rotary cleaning or wet extraction cleaning. Top-scrub cleaning and spot cleaning are done on an as needed basis. Dry chemical systems are not currently used at the County.

**12). Carpet – Shampoo – Environmentally Preferable**

Intended Use:

Rotary shampooing is one of two methods at the County used for deep cleaning carpets. The shampoo used in rotary cleaning is also used for top scrub cleaning which is accomplished using a bonnet shampoo system. Mini shampoos are used for spot cleaning.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**13). Carpet – Wet Extraction Cleaner – Environmentally Preferable**

Intended Use:

Wet extraction cleaning is the second method used at the County for deep cleaning carpets. The wet extraction cleaner is used in conjunction with a defoamer.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**14). Carpet – Defoamer – Environmentally Preferable**

Intended Use:

A defoamer is used in conjunction with a wet extraction cleaner for the deep cleaning of carpets.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**15). Carpet – Spot Cleaner – Environmentally Preferable**

Intended Use:

This cleaner will be used to spot clean typical office spills such as juice, coffee, etc.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**Group 4:  
Carpet Care – Traditional**

This category includes products designed for the purpose of removing dirt and stains on rugs, carpeting, the interior of motor vehicles, and furniture or objects upholstered or covered with fabrics such as wool, cotton, nylon or other synthetics.

Multiple carpet cleaning techniques are used at the County based on the type of cleaning required. Carpets are typically deep cleaned twice a year

using either rotary cleaning or wet extraction cleaning. Top-scrub cleaning and spot cleaning are done on an as needed basis. Dry chemical systems are not currently used at the County.

**16). Carpet – Shampoo**

Intended Use:

Rotary shampooing is one of two methods used at the County for deep cleaning carpets. The shampoo used in rotary cleaning is also used for top scrub cleaning which is accomplished using a bonnet shampoo system. Mini shampooers are used for spot cleaning jobs.

Mandatory Specification:

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for carpet and upholstery cleaner is 7% for aerosols, 0.1% for non-aerosols (dilutables), and 3% for non-aerosols (ready-to-use). Products included in the Bidder's response must, at a minimum, meet these VOC requirements. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that Bidders provide products with VOC levels significantly below that of the CCR requirement outlined above in the Mandatory Specification.

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**17). Carpet – Wet Extraction Cleaner**

Intended Use:

Wet extraction cleaning is the second method used at the County for deep cleaning carpets. The wet extraction cleaner is used in conjunction with a defoamer.

Mandatory Specification:

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for carpet and upholstery cleaner is 7% for aerosols, 0.1% for non-aerosols (dilutables), and 3% for non-aerosols (ready-to-use). Products included in the Bidder's response must, at a minimum, meet these VOC requirements. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that Bidders provide products with VOC levels significantly below that of the CCR requirement outlined above in the Mandatory Specification.

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**18). Carpet – Defoamer**

Intended Use:

A defoamer is used in conjunction with a wet extraction cleaner for the deep cleaning of carpets.

Mandatory Specification:

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for carpet and upholstery cleaner is 7% for aerosols, 0.1% for non-aerosols (dilutables), and 3% for non-aerosols (ready-to-use). Products included in the Bidder's response must, at a minimum, meet these VOC requirements. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.



Desirable Specification:

It is desirable that Bidders provide products with VOC levels significantly below that of the CCR requirement outlined above in the Mandatory Specification.

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**19). Carpet – Spot Cleaner**

Intended Use:

Carpet spotters are used for spot cleaning of carpets to remove such spots as coffee and food spills. This category does not include carpet cleaners for vacuum type cleaners or other large scale carpet cleaning.

Mandatory Specification:

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for carpet and upholstery cleaner is 7% for aerosols, 0.1% for non-aerosols (dilutables), and 3% for non-aerosols (ready-to-use). Products included in the Bidder's response must, at a minimum, meet these VOC requirements. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that Bidders provide products with VOC levels significantly below that of the CCR requirement outlined above in the Mandatory Specification.

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**Group 5:  
Hard Floor Care (HFC) – Environmentally Preferable**

The County has multiple types of hard-surface floorings that are maintained by both County and contractor staff. Typical hard surfaces maintained by County staff include concrete, vinyl composite tile (VCT), linoleum, some vinyl asbestos tile and hardwood. Wood flooring is only cleaned on a day-to-day basis and is not stripped and refinished by the County. The majority of marble, terrazzo, and stone floors are maintained by outside vendors though some facilities are maintained by Building Maintenance. The County uses the following types of cleaning products: neutral cleaner, buff/burnish/restore treatments, strippers, and finishes.

Bidders should provide hard floor care products that are designed to work together in an environmentally preferable system of overall floor care. Bidders must provide information on how each of the components works within such a floor maintenance system. Particular attention should be paid to both the recoating and stripping processes. For example, does the floor have to be stripped each time a finish is applied, or can it be deep scrubbed and recoated or just mopped and recoated?

**20). HFC – Neutral Cleaners – Environmentally Preferable**

Intended Use:

Floor cleaners are used by the County on a daily basis to clean day-to-day dirt build up on hard floors. Either water or a pH neutral cleaner is used to mop down the floors each evening.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must be included on the list of NCBS approved products. Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310.

Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**21). HFC– Buff/Burnish/Restore – Environmentally Preferable**

Intended Use:

Spray buff, burnish, and restorer floor products are used to maintain the floor's finish and to reduce the frequency of stripping and finishing floors. These products give the floor a wet look or shine but also provide a safe walking surface.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found on [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must be included on the list of NCBS approved products. Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**22). HFC – Stripper – Environmentally Preferable**

Intended Use:

Floor strippers are used to remove finishes for a thorough cleaning of the floor surface. The stripper formulation should remove floor finish through the breakdown of the finish polymer or by dissolving or emulsifying the finish, polish, or wax. The stripper should not damage the floor surface itself.

Mandatory Specification:

Products must meet one of the following three criteria to be considered:

1). previously qualified under the NCBS and shown on the list in Exhibit N; 2). meet the Green Seal standard for Floor Care Products (GS-40) and be Green Seal certified at time of bid submission; or 3). listed in Green Seal's "Choose Green Report on Floor-Care Products," Table 3, titled "Recommended Floor Strippers." The Choose Green report and GS-40 may be found on Green Seal's website at: [www.greenseal.org](http://www.greenseal.org) website. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor strippers is 3% for light and medium build up and 12% for heavy buildup. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must be included on the list of NCBS, or included in Table 3 of the Choose Green report on floor care, or be Green Seal Certified under GS-40. Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**23). HFC – Finish – Environmentally Preferable**

Intended Use:

Floor finishes are used to polish, protect, or enhance floor surfaces by leaving a protective wax polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Finishes should increase stain and water resistance and make cleaning easier.

Mandatory Specification:

Products must meet one of the following three criteria to be considered:  
1) previously qualified under the NCBS and shown on the list in Exhibit

N; 2) meet the Green Seal standard for Floor Care Products (GS-40) and be Green Seal certified at time of bid submission; or 3) listed in Green Seal's "Choose Green Report on Floor-Care Products," Table 2, titled "Recommended Floor Finishes." The Choose Green report and GS-40 may be found on Green Seal's website at: [www.greenseal.org](http://www.greenseal.org) website. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor finishes is 7% for flexible flooring and 10% for non-resilient flooring. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must be included on the list of NCBS, or included in Table 2 of the Choose Green report on floor care, or be Green Seal Certified under GS-40. Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**24). HFC – Concrete/Terrazzo Finish – Environmentally Preferable**

Intended Use:

Floor finishes are used to polish, protect, or enhance floor surfaces by leaving a protective wax polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Finishes should increase stain and water resistance and make cleaning easier. These finishes will be used on concrete and terrazzo flooring.

Mandatory Specification:

Products must meet one of the following three criteria to be considered:  
1) previously qualified under the NCBS and shown on the list in Exhibit N; 2) meet the Green Seal standard for Floor Care Products (GS-40) and be Green Seal certified at time of bid submission; or 3) listed in Green

Seal's "Choose Green Report on Floor-Care Products," Table 2, titled "Recommended Floor Finishes." The Choose Green report and GS-40 may be found on Green Seal's website at: [www.greenseal.org](http://www.greenseal.org) website. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor finishes is 7% for flexible flooring and 10% for non-resilient flooring. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.

Desirable Specification:

All specification requirements are met by products meeting the mandatory specification. There are no additional desirable specifications.

Required Documentation:

Products must be included on the list of NCBS, or included in Table 2 of the Choose Green report on floor care, or be Green Seal Certified under GS-40. Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**Group 6:  
Hard Floor Care (HFC) – Traditional**

The County has multiple types of hard-surface floorings that are maintained by both County and contractor staff. Typical hard surfaces maintained by County staff include concrete, vinyl composite tile (VCT), linoleum, some vinyl asbestos tile and hardwood. Wood flooring is only cleaned on a day-to-day basis and is not stripped and refinished by the County. The majority of marble, terrazzo, and stone floors are maintained by outside vendors though some facilities are maintained by Building Maintenance. The County uses the following types of cleaning products: neutral cleaner, buff/burnish/restore treatments, strippers, and finishes.

Bidders should provide hard floor care products that are designed to work together in an overall system of floor care. Bidders must provide information on how each of the components works within such a floor

maintenance system. Particular attention should be paid to both the recoating and stripping processes. For example, does the floor have to be stripped each time a finish is applied, or can it be deep scrubbed and recoated or just mopped and recoated?

**25). HFC – Neutral Cleaners**

Intended Use:

Floor cleaners are used by the County on a daily basis to clean day-to-day dirt build up on hard floors. Either water or a pH neutral cleaner is used to mop down the floors each evening.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, “Product-Specific Health and Environmental Requirements.”

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the framework referenced the GS-37 specification referenced in the above section.

**26). HFC–Buff/Burnish/Restore**

Intended Use:

Spray buff, burnish, and restorer floor products are used to maintain the floor’s finish and to reduce the frequency of stripping and finishing floors. These products give the floor a wet look or shine but also provide a safe walking surface.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements.

Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, "Product-Specific Health and Environmental Requirements."

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the framework referenced the GS-37 specification referenced in the above section.

**27). HFC – Strippers**

Intended Use:

Floor strippers are used to remove finishes for a thorough cleaning of the floor surface. The stripper formulation should remove floor finish through the breakdown of the finish polymer or by dissolving or emulsifying the finish, polish, or wax. The stripper should not damage the floor surface itself.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor strippers is 3% for light and medium build up and 12% for heavy buildup. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.



Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, "Product-Specific Health and Environmental Requirements."

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the framework referenced the GS-37 specification referenced in the above section.

**28). HFC – Finish**

Intended Use:

Floor finishes are used to polish, protect, or enhance floor surfaces by leaving a protective wax polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Finishes should increase stain and water resistance and make cleaning easier.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor finishes is 7% for flexible flooring and 10% for non-resilient flooring. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.

Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, "Product-Specific Health and Environmental Requirements."

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the framework referenced the GS-37 specification referenced in the above section.

**29). HFC – Finish Concrete/Terrazzo – Finish**

Intended Use:

Floor finishes are used to polish, protect, or enhance floor surfaces by leaving a protective wax polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Finishes should increase stain and water resistance and make cleaning easier. These finishes will be used on concrete and terrazzo flooring.

Mandatory Specification:

Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. The maximum allowable Volatile Organic Compound content, under the California Code of Regulations (Article 2 Section 94509, Title 17) for floor finishes is 7% for flexible flooring and 10% for non-resilient flooring. Products included in the Bidder's response must, at a minimum, meet these VOC requirements.

Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, "Product-Specific Health and Environmental Requirements."

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the

framework referenced the GS-37 specification referenced in the above section.

### **Group 7: Detention Products – Environmentally Preferable**

The County operates several jails including the Santa Rita Jail located in Dublin and the Glen Dyer Jail located in Oakland, California. The jails house up to 4,500 inmates at any one time. Santa Rita is considered a mega-jail and ranks as the fifth largest in the nation. The Santa Rita Jail is certified by the American Correctional Association which has specific requirements surrounding the use of janitorial cleaners. In addition to the types of cleaners, there are also unique dispensing requirements for the cleaners which addressed in the section titled, “Other Requirements.”

#### **30). Glass Cleaner – Environmentally Preferable**

Intended Use:

This category includes products used to clean windows, glass, and polished surfaces. Stainless steel fixtures and dining tables may be cleaned with this cleaner. This category does not include any products requiring registration under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

Mandatory Specification:

This cleaner must meet the Green Seal standard for Industrial and Institutional Cleaners (GS-37) and be Green Seal certified at time of bid submission **or** must be previously qualified under the NCBS. Green Seal certified products can be found at [www.greenseal.org](http://www.greenseal.org) and products previously qualified under the NCBS can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Bidders must provide proof of Green Seal certification if the product is not listed on the Green Seal website at time of bid submission. If the product is not Green Seal certified, it must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**31). Disinfectant/Sanitizer Detergent– Environmentally Preferable**

Intended Use:

Disinfectants are used to destroy or irreversibly inactivate infectious fungi, viruses and bacteria, but not necessarily their spores. They need to kill 100% of the organisms they come in contact with to be effective.

Sanitizers are used to reduce, but not necessarily eliminate, microorganisms to levels considered safe by public health codes or regulations. Sanitizers are considered low-level antimicrobial agents and are commonly used for food service cleaning applications. They need not eliminate 100% of all organisms to be effective. The County uses these products to fight germs on hard surfaces such as bathroom fixtures and toilet seats and bowls. Health clinics located in County detention facilities and public health facilities use these products. These products are used on non-porous surfaces such as floors, walls, metal, porcelain and plastic.

Mandatory Specification:

Products must be previously qualified under the NCBS and can be found at [www.newdream.org](http://www.newdream.org) or in Exhibit N. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

All specification requirements are met under the mandatory requirements section above. There are no additional desirable specifications.

Required Documentation:

Products must have been previously qualified under the NCBS to be compliant with the bid. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product.

**32). Cleaner Delimer – Environmentally Preferable**

Intended Use:

The County uses a cleaner delimer in the Santa Rita Jail facility. This product is used primarily to clean and delime sinks, toilets, urinals, tiles, and showers where water deposits build up due to the high mineral content in the water. It is used on a routine basis.

Mandatory Specification:

The product must be able to remove hard water and be used on a routine basis without causing damage to bathroom surfaces. Product performance should meet industry acceptable performance standards. All products must be compliant with California OSHA requirements. In addition to the criteria outlined above, products bid for use in adult detention facilities must have hazard ratings of 0 or 1 for health, flammability, and reactivity for ready-to-use product.

Desirable Specification:

It is desirable that Bidders provide products with the lowest feasible VOC level. It is desirable that Bidders provide products that meet environmentally preferable attributes as defined in the GS-37 specification section titled, “Product-Specific Health and Environmental Requirements.”

Required Documentation:

Bidders must provide third party documentation showing the VOC content of products being bid as determined by CARB Method 310. Bidders must provide Material Safety Data Sheets (MSDSs) for all products bid for both concentrate, if provided in concentrated form, and ready-to-use product. Bidders may provide information on environmentally preferable product attributes and should do so using the framework referenced the GS-37 specification referenced in the above section.

**4. Other Requirements**

**1). Product Identification**

Mandatory Requirements:

The janitorial staff must be able to easily distinguish the types of cleaners. This is typically done through different color dyes in the products or through the use of a colored bottle system.

Desirable Requirements:

All requirements have been met under the mandatory requirements outlined above.

Required Documentation:

Bidders should describe in their bid response how the products bid meet the mandatory product identification requirements.

**2). Packaging**

Mandatory Requirements:

No mandatory requirements identified.

Desirable Requirements:

The primary package must be recyclable and the Bidder must make every effort to reduce the amount of packaging material. It is desirable that the primary and/or secondary packaging be made with a percentage of post-consumer recycled material and represent a source reduction measure. Bidders may provide for returning and refilling their packages.

Required Documentation:

Bidders should describe in their bid response how the products bid meet the mandatory and desirable packaging requirements. In particular, Bidders should describe the type of packaging, whether the packaging is recyclable, and the percentage of post consumer recycled content in the packaging. Include a description of any return or collections program available and identify any measures taken to reduce the amount of overall packaging.

**3). Labeling**

Mandatory Requirements:

The County will work with the Contractor(s) upon award to finalize labeling requirements. Labeling would include items such as product name, dilution ratio, recommended temperature of water, VOC content, emergency information, personal protective equipment requirements, etc. The manufacturer shall include detailed instructions for proper use and disposal of product. Manufacturers must have product-labeling systems to assist non-English speaking or illiterate personnel. Work bottles will be labeled at no cost to County or labeling will be given to County for self labeling. Product shipping boxes and individual product containers which contain hazardous substances will not be accepted

from the supplier unless they are labeled with the name of the hazardous substance and the appropriate hazard warnings.

Desirable Requirements:

It is desirable that Contractor(s) provide a summary card of products that the janitor can carry with the janitorial cart.

Required Documentation:

Bidders must demonstrate compliance with this requirement.

**4). Dispensing Devices General**

Mandatory Requirements:

Bidders must provide product dilution and dispensing systems to meet the dispensing needs of the County at no additional cost. Depending on the user groups' needs a system or systems that considers the safety of the user, that is easy to use, and considers resource conservation will be provided by the contractor(s).

Bidders must provide soap dispensers at no charge to the County for locations where existing dispensers will not accommodate the product bid. For source reduction purposes and for flexibility in distributor selection, dispensers should be "universal", e.g. they should be refillable from bulk containers and not proprietary cartridges.

**5). Detention Product Dispensers**

Due to security and cost containment motives, the Santa Rita Jail uses twenty-one (21) cleaning solution dispensers that are securely housed in locked cabinets. The jail dispensing systems safely and consistently store, dilute, and dispense the concentrated product in a ready-to-use form and are designed to meet the requirements of a high-security environment. These dispensers are located throughout the detention facility. The County will continue to use this distribution system and requires that janitorial chemicals included in the bid response are compatible with the existing dispensing systems.

The systems utilize a patented venturi technology by Hydro Systems to mix the concentrated cleaners to the desired concentration. Dilution ratios are set by a venturi mechanism that is sized to the correct dilution ratio. Gallon containers of the concentrated chemical solutions are located

in the cabinets. Concentrated chemical from these containers are diluted using preset dilution ratios to prepare ready-to-use cleaning solutions for inmates who perform maintenance. This prevents the inmates from having access to concentrated chemicals which may pose a security hazard. The successful bidder will be required to purchase these cabinet/dispensers from the incumbent vendor at \$500 per cabinet/dispenser

In the event that the County terminates the contract with Contractor, the County will buyback the cabinet/dispenser machines from the Contractor at the rate of:

- a. \$500 per dispenser during year 1 of the Contract
- b. \$350 per dispenser during year 2 of the Contract
- c. \$200 per dispenser during year 3 of the Contract.

After the third complete year of use, the cabinet/dispensers shall be deemed to be the property of the County and thereafter shall not be subject to any buyback provision of the Contractor.

The Contractor will provide service and repairs to cabinets and dispensers at no cost to the County for the life of the contract. The response time to a service call should be less than twenty-four (24) hours.

The Contractor will provide routine maintenance to dispensers and cabinets every six months.

The Contractor will have the technical expertise to assure that the dispensers are configured to the proper dilution ratios.

Required Documentation:

Bidders must provide a comprehensive description of how they intend to configure, service and maintain the twenty-one (21) dispensers and cabinets being used at the Santa Rita Jail.

**6). Product Performance Testing and Product Samples**

The County will request samples from the suppliers for assessment once the initial bid evaluations are performed. The County's custodial staff will test the products it chooses to evaluate performance for, but not limited to, cleaning effectiveness, ease of use, and odor.



All products, training, and support materials required to conduct the testing must be provided free of charge by the Bidders to the County. Product(s) that fail to perform favorably as established by the Custodial Staff will not be approved for a contract award. Providing products to the County for testing does not guarantee Bidders a contract award

**7). Training**

Mandatory Requirements:

The product manufacturer, their distributor, or a third party must offer onsite training and training materials in the proper dilution and use of products as well as the proper disposal of unused product. Specific attention will be paid to safety issues, emergency procedures, and how chemicals may or may not work together. Initial training and additional training during the contract term will be offered at no additional cost to the County. Components of the training program will include but not be limited to:

- a. On-site initial training, up to thirty (30) hours, for use of products, including field demonstrations for approximately 20 staff including Janitorial Supervisors, Leads, and other staff.
- b. On-site training on an as needed basis with specific staff for the purposes of trouble-shooting particular issues. This training may need to occur in the evenings or early morning.
- c. Training materials for Janitor Supervisors and Leads to train janitorial line staff. There are approximately 200 line staff janitors. Training material will be picture-based with English text. A description of the training approach and materials should be included in the bid response. Examples of training materials may be included.
- d. Written instructions on the use of products and equipment. Instruction on how to properly maintain equipment will be addressed.
- e. Training materials should include step-by-step instructions for the proper dilution, use, and disposal, and the proper use of dispensing equipment, if applicable.
- f. On-going training as needed either on-site or at designated sites within the County.

Desirable Requirements:

None noted.

Required Documentation:

Bidders should provide an overview in their bid response addressing the training requirements outlined above in Mandatory Requirements.

Bidders may choose to provide sample training materials but should address, at a minimum, the items outlined below:

- a. Description of proposed training activities including the type and scope of training to be offered.
- b. Identification of the number and expertise of staff and personnel available to conduct such training.
- c. Description of the support services offered such as a phone number for assistance and the hours during which such a number is accessible.
- d. Other information relevant to the bidder's ability to provide substantial training and support.

**8). Customer Support**

Outlined below are the minimum customer support requirements under this contract:

- a. A single customer service representative will be assigned to the County so that there is a single point of contact to resolve issues, manage the account, provide usage reports, etc.
- b. The County will not be responsible for restocking fees for products returned to the vendor.
- c. In some cases, products may be needed in an emergency. The Contractor(s) will provide emergency delivery of these products with a 24-hour turnaround at no additional charge.
- d. **Standard monthly deliveries will be scheduled for each of the facilities being serviced under this contract. The Contractor(s) should have adequate supply for these deliveries as the**

**Contractor(s) will have adequate time for planning and it is expected that there will be no need for back orders.**

- e. **Deliveries in all locations must occur before 11 a.m. to accommodate janitorial shift schedules and security requirements at select locations. If deliveries are not made by 11:00 a.m. vendor will be required to make delivery the following business day before 11:00 a.m. at no additional cost to the County. Vendor(s) will coordinate with on-site janitorial staff for specific delivery start times**
- f. **Certain deliveries will require inside delivery and may require security screening. No deliveries may be left on the loading docks. All deliveries must be received and signed for by authorized County staff.**
- g. **The County will not be financially responsible for products left on the dock that has not been received by the County.**
- h. Contractor(s) will provide an emergency contact number that enables the County to make live contact with Vendor 24 hours a day 7 days a week to answer specific questions from field staff and to trouble shoot janitorial cleaning issues. Many facilities, including all detention facilities, conduct janitorial operations during non-business hours.
- i. Contractor(s) will provide next-day onsite problem resolution for specific field issues such as cleaner performance, equipment malfunction, etc.
- j. Contractor(s) must notify on-site janitorial supervisors and the Resource Conservation and Recycling Group in advance of any changes to product formulations, package quantities, or any known product back orders so the County can plan accordingly. This notification should be done in writing a minimum of five (5) working days before the change is implemented.

D. GENERAL ENVIRONMENTAL REQUIREMENTS:

The requirements outlined in this section apply to all product categories contained in this bid.

1. Overview

It is the objective of the County to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process. The County is mandated under Measure D to divert seventy five percent (75%) of material from landfill by the year 2010 through recycling and source reduction and to encourage markets for environmentally preferable goods through its procurement process. Outlined below is an overview of the specific aspects of the County's Resource Conservation & Recycling Program which apply to Bidders. Additional requirements are included in relevant sections throughout the bid.

2. Environmental Compliance

Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.

3. Source Reduction and Packaging

The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County's expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging will be both made from recycled materials and be recyclable. Contractors should explore and provide opportunities for the reuse of packaging materials. In the bid response, Bidders shall include a brief written summary of their planned efforts to minimize the amount of packaging and shipping materials and should describe the post-consumer recycled content of those materials.

Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight. Packaging is discussed further in the "Technical and Performance Specification" section.

4. Pallets and Large-Volume Packaging

Pallets and large-volume packaging materials will be taken back by the Contractor(s). The County encourages the use of pallets that meet the EPA's minimum post-consumer recycled content guidelines for pallets that can be found at <http://www.epa.gov/epaoswer/non->

[hw/procure/products/pallets.htm](http://hw/procure/products/pallets.htm). In the case of large-volume packaging, the County prefers that the Contractor(s) reuse or recycle the material.

5. Persistent Bioaccumulative Toxins

In January 2002, the County passed a resolution “to encourage the reduction and where feasible, the elimination of [persistent, bioaccumulative and toxic chemical] (PBT) emissions...” The United States Environmental Protection Agency (EPA) has established a list of twelve priority PBTs including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at [www.epa.gov/opptintr/pbt/](http://www.epa.gov/opptintr/pbt/). Additionally, PBTs are listed in the CCR in Section 66261.24.

Contractors must provide products and services that allow the County to comply with the PBT Resolution and must complete the certification statement included in the Attachments. The Resolution requires that the County eliminate and reduce the procurement of products and services which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. Bidders should provide products that do not contain, use, or generate PBTs. If no alternative materials are available, Bidders should notify the County in writing prior to providing such materials to the County or using these materials when providing services to the County.

6. Usage and Environmental Performance Reporting

The County requires regularly scheduled usage reporting from Contractor(s) for the purposes of tracking environmental purchasing performance. Requirements are discussed in greater detail in the section titled, “Usage Reports.” The County will work with the successful Bidder to finalize the content and timing of these reports. It is highly desirable for Contractor(s) to provide annual environmental performance reports describing the Contractor’s environmental performance of their products and operations.

7. Green Building

The County passed a green building ordinance in the year 2002 that requires County construction projects to be built to a Leadership in Energy and Environmental Design (LEED™) Silver standard and diversion of construction materials from landfill. Procurement of materials used in the construction, operation, and maintenance of buildings as well as furniture, fixtures, and other interiors will emphasize purchasing of recyclable, durable, energy-efficient and low-environmental impact products.

8. Energy Reduction, Global Warming

In order to reduce the generation of global warming gases, as well as the County's operating costs, contractors are expected to provide energy-efficient products to the County. All products for which the EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, energy-efficient products that are in the upper twenty five percent (25%) of energy efficiency as designated by the Federal Energy Management Program are required. In addition, the County encourages contractors to implement energy reduction measures in their respective operations.

9. Ozone Depleters

Many products contain chlorofluorocarbons (CFC's), known depleters of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations were to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. Contractors must identify products made with or containing CFC's and must provide alternative products whenever practical and possible.

E. DELIVERABLES/REPORTS

1. Usage Reports

Contractor shall provide electronic quarterly usage reports to BMD and the Resource Conservation and Recycling Department. At a minimum, the Contractor shall provide purchasing data for purchases made by the County. These reports shall be submitted in Microsoft Excel. The reports will contain both detailed and summary level usage information.

The County will work with the Contractor(s) to finalize the format and content of these reports upon contract award. The County reserves the right to make changes to the report and to request additional information, if deemed necessary. The reports will be issued within two business weeks of the close of the previous quarter. Electronic copies of these reports shall be sent to additional County business units (departments) upon request. Ad hoc reports shall be provided by the Contractor as required at no additional cost.

The reports will contain, at a minimum, the information listed below. The report shall be formatted so that it can be sorted on any of the

categories listed, and shall be submitted sorted chronologically by purchase date. Each line shall contain the required data for a single transaction.

- a. Purchase Date
- b. Delivery location
- c. Item part number
- d. Unit description
- e. Unit cost
- f. Units purchased
- g. Total order cost

The summary section of the report shall include for each item purchased, but not be limited to, a summary of the total quantities purchased and the total cost for those items for the quarter and year-to-date. This summary shall also contain a description of the product. The Contractor shall be responsible for assuring the accuracy of the aforementioned reports.

### **III. INSTRUCTIONS TO BIDDERS**

#### **F. COUNTY CONTACTS**

GSA-Purchasing is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Purchasing Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by December 9, 2005 to:

Douglas O'Bryant, Contracts Specialist I  
Alameda County, GSA-Purchasing  
1401 Lakeside Drive, Suite 907  
Oakland, CA 94612  
E-Mail: douglas.obryant@acgov.org  
FAX: 510-208-9626  
PHONE: 510-208-9604

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp) to view current contracting opportunities.

G. CALENDAR OF EVENTS

Event	Date/Location	
Request Issued	December 1, 2005	
Written Questions Due	<b>BY</b> 12:00 noon on December 9, 2005	
Networking/ Bidders Conference	DEC. 13, 2005 <b>AT</b> 10:00AM	<b>AT:</b> Human Resources 1401 Lakeside Drive, Room 201 Oakland, CA 94612
Networking/ Bidders Conference	DEC. 16, 2005 <b>AT</b> 2:00PM	<b>AT:</b> Public Works Agency Conference Room 230 "A" Public Works 951 Turner Ct. Hayward CA
Addendum Issued	December 20, 2005	
Response Due	JANUARY 9, 2006 <b>BY</b> 2:00 p.m.	
Evaluation Period	January 9, 2006 - February 27, 2006	
Recommendation to Award Letter Issued	February 28, 2006	
Contract Start Date	March 20, 2006	

**Note:** Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a **Bid**, Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

H. NETWORKING/BIDDERS CONFERENCE

A networking/bidders conferences will be held to:



- a. Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.
- b. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.
- c. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFQ use as req'd, modify or delete.
- d. Provide the County with an opportunity to receive feedback regarding the project and RFQ.

Written questions submitted prior to the networking/bidders conferences, in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conferences, will be addressed whenever possible at the networking/bidders conferences. All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/bidders conferences in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the networking/bidders conferences in order to further facilitate partnering relationships. Vendors who attend the networking/bidders conferences will be added to the Vendor Bid List (see ).

Failure to participate in the networking/bidders conferences will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conference(s) is strongly encouraged and recommended but is not mandatory.

Networking/bidders conferences will be held on:

<p>Dec. 13, 2005 at 10:00 a.m. At Human Resources Conference Room No. 201 1401 Lakeside Drive Oakland, CA 94612</p>	<p>Dec 16, 2005 at 2:00 p.m. At Public Works Agency Conference Room No. 230 "A" Public Works 951 Turner Ct. Hayward CA</p>
<p>Additional Information: Please allow enough time for parking at metered street parking or public parking lot.</p>	<p>Additional Information: Please allow enough time for parking at metered street parking or public parking lot.</p>

I. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of the Purchasing Agent of Alameda County **BY** 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown **below**, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed **and delivered** as follows:

Janitorial Cleaning Products, Environmentally Preferable  
RFQ No. 10168/RA/04  
Alameda County, GSA-Purchasing  
1401 Lakeside Drive, Suite 907  
Oakland, CA 94612

3. Bidders are to submit an original plus four (4) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound.
4. Bidder's name and return address must also appear on the mailing package.
5. No telegraphic or facsimile bids will be considered.
6. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.
7. Submitted bids shall be valid for a minimum period of *120* days.

8. All costs required for the preparation and submission of a bid shall be borne by Bidder.
9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

J. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response Content and Submittals, Completeness Checklist.

K. NOTICE OF AWARD

1. At the conclusion of the RFQ response evaluation process, all bidders will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- a. The name of the bidder being recommended for contract award;
  - b. The names of all other bidders; and,
  - c. In summary form [Bid numbers, evaluation points for each bidder]
2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid with the Buyer.
- a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.
  - b. Debriefing may include review of successful bidder's proposal.

L. BID PROTEST / APPEALS PROCESS

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Assistant Director of GSA - Purchasing, 1401 Lakeside Drive, Suite 907, Oakland, CA 94612. The bid protest must be submitted before 5:00 p.m. of the tenth (10<sup>th</sup>) business day following the date of the Notice of Award.
  - a. The bid protest must contain a complete statement of the basis for the protest.
  - b. The protest must include the name, address and telephone number of the person representing the protesting party.
  - c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
  - d. The procedure and time limits are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid Protest.

2. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.
3. Upon receipt of written protest/appeal, GSA-Purchasing, Assistant Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
  - a. Responses will be issued and/or discussed at least five (5) days prior to an award being made.
  - b. Responses will inform the bidder whether or not the recommendation for Award is going to change.
4. The decision of the Assistant Director, GSA-Purchasing may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Assistant Director, GSA-Purchasing.
5. The decision of the Director, GSA is the final step of the appeal process.

#### **IV. TERMS AND CONDITIONS**

##### **M. TERM / TERMINATION / RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) years.
2. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of such termination, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. By mutual agreement, any contract which may be awarded pursuant to this RFQ, may be extended for two (2) additional one (1) years terms at agreed prices with all other terms and conditions remaining the same.

N. BRAND NAMES AND APPROVED EQUIVALENTS

1. Bidders may offer only products as described in the Product Specification Section of this RFQ. No “equivalent products” will be considered in this bid process. For the duration of this contract, additional products that meet the criteria outlined in this bid may be considered by the County. However, no product substitutions will be allowed without written approval of the County.

O. RECYCLED PRODUCT PREFERENCE

No recycled product price preference will be used in this bid.

P. QUANTITIES

Quantities listed herein are estimates based on past usage of similar products and are not to be construed as a commitment. **No minimum or maximum is guaranteed or implied.**

Q. PRICING

1. Prices quoted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ.
2. Price escalation for the second and third years of any contract awarded as a result of this RFQ, shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit B.
3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

7. The price(s) quoted shall be the total cost the County will pay for this project including taxes and all other charges.
8. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
9. Price quotes shall include any and all payment incentives available to the County.

R. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
4. The County reserves the right to award to a single or multiple contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

S. METHOD OF ORDERING

1. POs will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
2. POs and payments for products and/or services will be issued only in the name of Contractor.
3. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

T. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

U. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.



2. Small and Emerging Locally Owned Business: A small business for purposes of this RFQ is defined by the United States Small Business Administration as having no more than five hundred (500) employees. An emerging business, as defined by the County is one having less than one-half (1/2) of the above number of employees. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a

final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at [linda.moore@acgov.org](mailto:linda.moore@acgov.org).

3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of this RFQ are required to provide Alameda County with ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to

advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFQ. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, via E-mail at [linda.moore@acgov.org](mailto:linda.moore@acgov.org).

4. Material Safety Data Sheets (MSDS's): MSDS's for all hazardous substances must be included with each shipment for ready-to-use product and concentrate. MSDS's must be provide in both English and Spanish for both the concentrated product and the ready to use product.

#### V. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the GSA, Building Maintenance Staff to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County GSA Procurement Buyer informed of requests from departments as required.

#### W. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing janitorial chemical supplies for at least 2 years.
2. Vendor shall be a stocking distributor of janitorial supplies and must be regularly engaged in the sale of janitorial supplies.

3. Vendors must possess (or have access to) a fleet of delivery trucks or access to a delivery service that can make immediate deliveries to designated delivery locations throughout the County within seventy two (72 ) business hours from receipt of order.
4. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFQ.
5. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
6. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
7. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).
8. Vendor will be responsible for obtaining proper security clearances for all delivery personnel from each department within the County where deliveries are made.

COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

RFQ No.10168/RA/04

for
Janitorial Cleaning Products, Environmentally Preferable

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFQ. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFQ, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. Award: (a) Unless otherwise specified by the bidder or the RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b)Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFQ, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFQ and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFQ and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFQ?

By: Date Phone

Printed Name Signed Above:

Title:

## EXHIBIT B - EXAMPLE

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable BID FORM EXAMPLE

Item No.	Estimated "Ready-to-Use" Quantity per Year	Product Description	Product Name Product Number	Specification Bid Product Meets <sup>1</sup>	Unit Volume (# vol. unit)	Package Quantity (# units/pkg)	Package Volume (# vol.)	Dilution Ratio (vol product: vol water)	Package Cost (\$/pkg) (year 1)	Extended Price (year 1)	Package Cost (\$/pkg) (year 2)	Extended Price (year 2)	Package Cost (\$/pkg) (year 3)	Extended Price (year 3)
<b>EXAMPLE – THESE ARE FICTICIOUS NUMBERS TO DEMONSTRATE THE BID SHEET CALCULATIONS AND HOW TO FILL OUT EXHIBIT.</b>														
1	500 gal	General Purpose Cleaner	Zippy Clean 123 Example	GS-37	1 gal container	4 containers/case	4 gal	1:10	\$130/case	\$1626	\$135/case	\$1687	\$140/case	\$1750
1	500 gal	General Purpose Cleaner	Zippy Clean 123 Example	GS-37	55 gal drum	1 drum	55 gal	1:10	\$1100/drum	\$1000	\$1200/drum	\$1090	\$1300	\$1181
6	500 oz.	Furniture Polish	Wood Shine Example	NCBS	10 fl. Oz. can	12 cans/case	120 fl. Oz.	n/a	\$25/case	\$104	\$30/case	\$125	\$40/case	\$166

## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay during the three (3) year contract term.

Item No.	Estimated “Ready-to-Use” Quantity per Year	Product Description	Product Name Product Number	Specification Product Meets <sup>1</sup>	Unit Volume (# vol. unit)	Package Quantity (# units/pkg)	Package Volume (# vol.)	Dilution Ratio (vol product: vol water)	Package Cost (\$/pkg) (year 1)	Extended Price (year 1)	Package Cost (\$/pkg) (year 2)	Extended Price (year 2)	Package Cost (\$/pkg) (year 3)	Extended Price (year 3)
<b>Group 1: General Purpose and Restroom Cleaners – Environmentally Preferable</b>														
1	15,684 gal	General Purpose Cleaner												
2	432 gal	Restroom Cleaner												
3	36,552 gal	Glass Cleaner												
4	41,652 gal	Disinfectant/Sanitizer												
5	7,296 gal	Cleaner/Degreaser/ Heavy Duty Cleaner												
6	5,484 oz	Furniture Polish												
7	1,901 liters	Liquid Hand Soap- Not Antimicrobial <sup>2</sup>												

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.

2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay during the three (3) year contract term.

Item No.	Estimated “Ready-to-Use” Quantity per Year	Product Description	Product Name Product Number	Specification Product Meets <sup>1</sup>	Unit Volume (# vol. unit)	Package Quantity (# units/pkg)	Package Volume (# vol.)	Dilution Ratio (vol product: vol water)	Package Cost (\$/pkg) (year 1)	Extended Price (year 1)	Package Cost (\$/pkg) (year 2)	Extended Price (year 2)	Package Cost (\$/pkg) (year 3)	Extended Price (year 3)
<b>Group 2: General Purpose and Restroom Cleaners – Traditional</b>														
8	180 gal	Liquid Hand Soap-Antimicrobial <sup>2</sup>												
9	9 gal	Enzymatic Cleaner/Digester												
10	9,568 oz	Metal Polish												
11	5,184 oz	Abrasive Cleaner												

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.

2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_



## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay during the three (3) year contract term.

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<b>Group 3: Carpet Care – Environmentally Preferable</b> (If bidding this Group, must bid a complete carpet care system)														
12	768 gal	Carpet - Shampoo												
13	10,722 gal	Carpet - Wet Extraction Cleaner												
14	3,072 gal	Carpet - Defoamer												
15	230 gal	Carpet - Spot Cleaner												

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay during the three (3) year contract term.

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<b>Group 4: Carpet Care – Traditional</b> (If bidding this Group, must bid a complete carpet care system)														
16	768 gal	Carpet - Shampoo												
17	10,722 gal	Carpet - Wet Extraction Cleaner												
18	3,072 gal	Carpet - Defoamer												
19	230 gal	Carpet - Spot Cleaner												

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

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<b>Group 5: Hard Floor Care – Environmentally Preferable</b> (If bidding this Group, must bid each a complete hard floor care system)															
20	62,808 gal	Hard Floor Care - Neutral Cleaner													
21	24 gal	Hard Floor Care - Buff/Burnish/Restorer													
22	13,380 gal	Hard Floor Care - Stripper													
23	312 gal	Hard Floor Care - Finish													
24	48 gal	Hard Floor Care - Concrete/Terrazzo Finish													

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable

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<b>Group 6: Hard Floor Care – Traditional</b> (If bidding this Group, must bid a complete hard floor care system)														
25	62,808 gal	Hard Floor Care - Neutral Cleaner												
26	24 gal	Hard Floor Care - Buff/Burnish/Restorer												
27	13,380 gal	Hard Floor Care - Stripper												
28	312 gal	Hard Floor Care - Finish												
29	48 gal	Hard Floor Care - Concrete/Terrazzo Finish												

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

## Janitorial Cleaning Products, Environmentally Preferable

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<b>Group 7: Detention Cleaning Chemicals</b> <b>(Bidders must agree to purchase existing dispensing machines from current vendor and must bid all products in this group).</b>														
30	5376 gal	Glass Cleaner												
31	35,328 gal	Disinfectant/Sanitizer Detergent												
32	5760 gal	Cleaner Delimer												

1. Specifications: GS-37, GS-40, NCBS, "Product Specifications and Requirements" (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

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 PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

## Janitorial Cleaning Products, Environmentally Preferable

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<b>ADDITIONAL PRODUCTS</b>														
<b>(Bidders should use the space below to bid as many additional products as they would like providing they meet the required specificaitons outlined in the bid.)</b>														

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT B – BID FORM

RFQ No. 10168/RA/04

for

## Janitorial Cleaning Products, Environmentally Preferable

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<b>ADDITIONAL PRODUCTS</b>														
(Bidders should use the space below to bid as many additional products as they would like providing they meet the required specifications outlined in the bid.)														

1. Specifications: GS-37, GS-40, NCBS, “Product Specifications and Requirements” (PSR), Choose Green Report (CGR)2.
2. Liquid Hand Soap must be compatible with existing dispensers designed for Johnson Soft Care Pink Hand Soap.

Bidder agrees that the price(s) quoted are the maximum they will charge during the 3 year term of any contract awarded.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT C**

**RFQ No.10168/RA/04**

for

**Janitorial Cleaning Products, Environmentally Preferable**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</li> </ul> </li> </ol>	



**EXHIBIT D-1  
COUNTY OF ALAMEDA**

**RFQ No.10168/RA/04**

for  
Janitorial Cleaning Products, Environmentally Preferable

**CURRENT REFERENCES**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
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EXHIBIT D-2  
**COUNTY OF ALAMEDA**  
**RFQ No.10168/RA/04**

for  
Janitorial Cleaning Products, Environmentally Preferable

**FORMER REFERENCES**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	

Company Name:	
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**EXHIBIT E (Page 1 of 4)**  
**COUNTY OF ALAMEDA**  
**General Services Agency**  
*RFP No. 10168/RA/04*

for

**Janitorial Cleaning Products, Environmentally Preferable  
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
CERTIFICATION INSTRUCTIONS**

1. Complete the application.

Small Business: *Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.*

Emerging Business: *One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.*

The following items must be attached to your Application:

- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver's License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date.

The Affidavit must be complete, notarized and attached to the Application. If any item is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please mail Application and Supporting Documents to:

Alameda County General Services Agency  
Business Outreach Compliance Office/SLEB  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:

Linda Moore  
(510) 208-9717 or [Linda.moore@acgov.org](mailto:Linda.moore@acgov.org)

Thank you for your interest in doing business with Alameda County



**EXHIBIT E (Page 2 of 4)**  
**COUNTY OF ALAMEDA**  
 General Services Agency  
*RFP No. 10168/RA/04*  
 for

**Janitorial Cleaning Products, Environmentally Preferable**  
**SMALL, LOCAL AND EMERGING BUSINESS PROGRAM**  
**CERTIFICATION APPLICATION**

**Section A: Business Information**

\* Asterisk (\*) indicates **Required Information**.

\*Business Type:       Sole Proprietorship                       Partnership                       Corporation

\*Business Name: \_\_\_\_\_ SLEB Vendor ID Number: \_\_\_\_\_

DBA (Circle One): Yes or No                      \*Federal Tax Identification Number: \_\_\_\_\_

\*Business Address: \_\_\_\_\_ \*How long at this address: \_\_\_\_\_

\*Business Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

\*Business Start Date: \_\_\_\_\_ \*# of Employees: \_\_\_\_\_

Business Description:

Gross Business Receipts for Last Three Years (*If first year in business, please list gross receipts received to date*):

\$ \_\_\_\_\_ 20\_\_\_\_                      \$ \_\_\_\_\_ 20\_\_\_\_                      \$ \_\_\_\_\_ 19\_\_\_\_

**Section B: Contact Information**

\*Name: \_\_\_\_\_ \*Title: \_\_\_\_\_

Address: \_\_\_\_\_ \*Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

\*Composition of Ownership – ***This is a Required Section***

Public Entity (government, church, school, non-profit, publicly traded)  Yes  No

If "Yes," skip Gender and Ethnicity below.

The collection of ethnicity and gender data is for statistical and demographic purposes only.

**Please check the one most applicable category in each column:**

**Ethnicity**

- African American or Black (greater than 50%)
- American Indian or Alaskan Native (greater than 50%)
- Asian (greater than 50%)
- Caucasian or White (greater than 50%)
- Filipino (greater than 50%)
- Hispanic or Latino (greater than 50%)
- Native Hawaiian or other Pacific Islander (greater than 50%)
- Multi-ethnic minority ownership (greater than 50%)
- Multi-ethnic ownership (50% Minority-50% Non-Minority)

**Gender**

- Female (greater than 50%)
- Male (greater than 50%)

**Section C: SIC and NAICS Codes Information**

SIC Code(s)

NAICS Code(s)

_____	_____
_____	_____
_____	_____

**Section D: Business and License Information**

Please List All Current Business and Professional Licenses:

License Type: \_\_\_\_\_ Date Issued/Expires: \_\_\_\_\_ Jurisdiction/Issuing Authority: \_\_\_\_\_

_____	_____	_____
_____	_____	_____



**EXHIBIT E (Page 3 of 4)**  
**COUNTY OF ALAMEDA**  
**General Services Agency**  
*RFP No. 10168/RA/04*

for  
**Janitorial Cleaning Products, Environmentally Preferable**  
**CERTIFICATION RENEWAL APPLICATION**

SLEB Vendor ID Number: \_\_\_\_\_ Date of Initial Certification: \_\_\_\_\_

\*Business Name:

\*Federal Tax Identification Number: \_\_\_\_ - \_\_\_\_\_

\*Business Address:

\*How long at this address: \_\_\_\_\_

\*Business Telephone Number:

Business Fax Number:

\*Main Contact Name:

\*Email Address:

Phone:

**\*Gross Business Receipts for Last Three Years:**

\$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 19\_\_\_\_

**Please Attach Verification of Business Income (Copies of signed Federal Tax Return)**

**Section C: SIC and NAICS Codes Information**

SIC Code(s)

NAICS Code(s)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RENEWAL AFFIDAVIT**

I declare, under penalty or perjury all of the foregoing statements are true and correct.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

**Please mail Application and Supporting Documents to:**

**GSA Purchasing**  
**Attention: Linda Moore**  
**1401 Lakeside Drive, 10<sup>th</sup> Floor**  
**Oakland, CA 94612**

<small>r County Use Only</small>	
First Renewal Granted: _____	Expiration _____
Second Renewal Granted: _____	Expiration _____



**EXHIBIT E (Page 4 of 4)**  
**COUNTY OF ALAMEDA**  
**General Services Agency**  
*RFP No. 10168/RA/04*  
for

**Janitorial Cleaning Products, Environmentally Preferable**

**AFFIDAVIT**

The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_ (Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

\_\_\_\_\_ (Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm's eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

\_\_\_\_\_  
Printed Name Signature

**NOTARY** \_\_\_\_\_  
Title Date

The foregoing affidavit was subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by

**SEAL**

Notary Public  
Commission Expires

Mail completed Application and  
Affidavit to:

County of Alameda  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Linda Moore

**EXHIBIT F**  
**SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION**  
**SHEET**

**COUNTY OF ALAMEDA**

RFQ No.10168/RA/04

for

Janitorial Cleaning Products, Environmentally Preferable

**In order to meet the small local emerging business (SLEB) requirements of this RFQ, all bidders must complete this form as required below.**

**Bidders not meeting the definition of a SLEB (per this RFQ County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)**

**Bidders are encouraged to subcontract with a SLEB that can participate directly with this contract. One of the benefits of subcontracting will be economic, but this subcontracting will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, bidders will not be able to substitute the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.**

**The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.**

**BIDDER:** \_\_\_\_\_

is a SLEB.

is not a SLEB and will subcontract \_\_\_\_\_% with the SLEB named below for the following service(s):

SLEB

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Principal Name: \_\_\_\_\_

SLEB Principal Signature: \_\_\_\_\_

(Date)

Bidder Signature: \_\_\_\_\_ (Date)

**EXHIBIT G**

**ALAMEDA COUNTY**

**RFQ No.10168/RA/04**

for

**Janitorial Cleaning Products, Environmentally Preferable**

**REQUEST FOR PREFERENCE**

for

**LOCAL BUSINESS**

and

**SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS**

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR BID. IN ADDITION, IF APPLYING FOR LOCAL PREFERENCE, SUBMIT THE FOLLOWING:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

Request for 5% local preference

Request for 5% small and local preference **OR**  Request for 5% emerging and local preference

Company Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Business License Number:

\_\_\_\_\_

**The Undersigned declares that the foregoing information is true and correct:**

Print/Type Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



**EXHIBIT H**  
**COUNTY OF ALAMEDA**

**RFQ No. 10168/RA/04**

**for**

**Janitorial Cleaning Products, Environmentally Preferable**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

DBA \_\_\_\_\_

Type of Entity:       Individual                       Sole Proprietor                       Partnership  
                                  Corporation       Tax-Exempted                       Government or Trust

Check the boxes that apply:

Goods Only                       Goods & Services                       Rents/Leases                       Legal Services  
 Rents/Leases paid to you as the agent                       Medical Services                       Non-Medical Services –

Describe \_\_\_\_\_  
 Other \_\_\_\_\_

Federal Tax ID Number (required): \_\_\_\_\_

P.O. Box/Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Contact's Name: \_\_\_\_\_

Vendor Contact's Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor Contact's E-mail address: \_\_\_\_\_

***Please check all that apply:***

LOC  Local Vendor (Holds business license within Alameda County)  
SML  Small Business (as defined by Small Business Administration)  
I  American Indian or Alaskan Native (>50%)  
A  Asian (>50%)  
B  Black or African American (>50%)  
F  Filipino (>50%)  
H  Hispanic or Latino (>50%)  
N  Native Hawaiian or other Pacific Islander (>50%)  
W  White (>50%)

Number of Entry Level Positions available through the life of the contract: \_\_\_\_\_

Number of other positions available through the life of the contract: \_\_\_\_\_

This information to be completed by County:

Contract # \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term: \_\_\_\_\_

**EXHIBIT H**  
**COUNTY OF ALAMEDA**

**RFQ No. 10168/RA/04**

**for**

Janitorial Cleaning Products, Environmentally Preferable

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Alameda County Representatives Signature)

\_\_\_\_\_  
(Date)

# EXHIBIT I

## COUNTY OF ALAMEDA

RFQ No.10168/RA/04

for

### Janitorial Cleaning Products, Environmentally Preferable **Exceptions, Clarifications, Amendments**

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and its exhibits, including Exhibit J, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

**Contractor:**

**EXHIBIT J**

**COUNTY OF ALAMEDA**

RFP No. 10168/RA/04

for

**Janitorial Cleaning Products, Environmentally Preferable  
Standard Agreement Contract Draft**

**COUNTY OF ALAMEDA**

**STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2005, is by and between the County of Alameda, hereinafter referred to as the "County", and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain \_\_\_\_\_ services which are more fully described in Exhibit A hereto ("\_\_\_\_\_ Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide \_\_\_\_\_ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements

The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) (\$\_\_\_\_\_ ) for the term of this Agreement

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Counsel Signature

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any

of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.



7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for. In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

The County's rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

10. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder

- 11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice

was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
13. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

15. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

17. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its \_\_\_\_\_ Services shall not exceed \$ \_\_\_\_\_ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

19. **SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with *company name (street address, city, state,; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall provide participation reports quarterly, immediately upon request at any time during the term of said contract, and a final account statement at the end of the contract. Reports shall include total payments received by Contractor from the County and any payments made by Contractor to the certified

small and/or emerging local business. Said report(s) shall be submitted to the County Business Outreach and Compliance Office, 1401 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA 94612.

20. **FIRST SOURCE PROGRAM:** Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
24. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
25. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
26. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

28. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.
  - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
29. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
30. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
31. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
  - b. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
  - c. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - d. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

- *To be used as necessary (i.e. “Delete #31, General Terms and Conditions – does not apply).*
- *Additional Provisions must be approved by County Counsel.*
- *(Delete this page “Additional Provisions” if there are no additional provisions or changes to the General Terms and Conditions)*

County Counsel Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RFQ NO. 10168/RA/04**  
**for**  
**Janitorial Clearing Product, Environmentally Preferable**  
**EXHIBIT L**  
**RFQ VENDOR BID LIST**

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 10168/RA/04, and/or been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFP/Q). For additional information regarding the SLEB Program, please visit our website at <http://www.acgov.org/gsa/sleb/> and/or contact Linda Moore, Business Outreach Officer, at [Linda.Moore@acgov.org](mailto:Linda.Moore@acgov.org), or (510) 208-9717.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate subcontracting relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFP/Q sections entitled 'Calendar of Events' and 'Networking/Bidders Conferences' for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at <http://www.acgov.org/gsa/Calendar.jsp>. An RFP/Q Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

Business Name	Street Address	City	ST	Zip	Num	Contacts	Email Address
A Plus Maintenance Supplies	PO Box 452881	Los Angeles	CA	90045	(323) 291-0743	Tracy Jones	<a href="mailto:aplussupplies@aol.com">aplussupplies@aol.com</a>
A-1 Safety-Med, Inc	4151 Wilshire Blvd	Oakland	CA	94602	510-531-0772	Mignon McGregor	<a href="mailto:a1safetey@earthlin.net">a1safetey@earthlin.net</a>
All American Polly	40 Turner Place	Cataway	NT	08854	(732) 752-3200x141	Zeke Rosenwasser	<a href="mailto:zeke@allampoly.com">zeke@allampoly.com</a>
Allied Capital Group, Inc.	2355 Foothill Blvd. 276	Lacene	CO	91750	(909) 592-8254	Florita Saldebar	<a href="mailto:alliedgroup@earthlink.net">alliedgroup@earthlink.net</a>
Allied Paper	1976 Republic Ave	San Leandro	CA	94577	510-297-0140	Harold Muller	<a href="mailto:alliedpape@aol.com">alliedpape@aol.com</a>
Amercure Products, Inc.	PO Box 25326	Seattle	WA	98165-2226	800-556-6322	Wendy Hemming	<a href="mailto:amercure@verizon.net">amercure@verizon.net</a>
American Associates Companies	120 Carnegie Place, Ste 202	Fayeheville	GA	30214	(770) 719-4330	David Lutsky	<a href="mailto:davidel2679@hotmail.com">davidel2679@hotmail.com</a>
American Transit Supply	720 Whitney Street	San Leandro	CA	94577	(510) 635-2001	Lee Rude	<a href="mailto:sales@amprocon.com">sales@amprocon.com</a>
American Transit Supply	PO Box 2223	Oakland	CA	94621	(510) 635-2001	Jim Adkins	<a href="mailto:sales@amprocon.com">sales@amprocon.com</a>
Austin Diversified Products, Inc.	16615 South Halsted St.	HARVEY	IL	60426	(708) 333-7644, ext. 130	Rufus Boyd	<a href="mailto:rboyd@advanage.com">rboyd@advanage.com</a>
Auto Chlor System	2707 Wood Street,	Oakland	CA	94607	510-663-9753	Alvin Ubaldo	<a href="mailto:ubaldo@autochlor.net">ubaldo@autochlor.net</a>
Bay Area Cleaning	640 Beech St	Red Wood City	CA	94063	650-363-8061	Marco Bruno	<a href="mailto:bayareacleaningservices@yahoo.com">bayareacleaningservices@yahoo.com</a>



Business Name	Street Address	City	ST	Zip	Num	Contacts	Email Address
Bay Area Imports/Exports	1269 Clarke Ln	Alameda	CA	94502	(510) 455-0838	Cynthia Lam	<a href="mailto:usatins@yahoo.com">usatins@yahoo.com</a>
BioBag	7651 Gate Parkway, Suite 1609	Jacksonville	FL	32256	(800) 959-2247	Dave Williams	<a href="mailto:dave.williams@biogroupusa.com">dave.williams@biogroupusa.com</a>
Biosak	455 Cote Vertu Road, Montreal, Quebec	Canada		H4N-1E8	(800) 334-1567	Wayne Riviere	<a href="mailto:wriviere@cttgroup.com">wriviere@cttgroup.com</a>
Blaisdell's Office Supply	1645 Alvarado St.	San Leandro	CA	94577	510-483-3600	Jim Masingale	<a href="mailto:jmasingale@blaisdells.com">jmasingale@blaisdells.com</a>
BPI						Steve Mojo	<a href="mailto:info@bpiworld.org">info@bpiworld.org</a>
California State Handyman Co.	9746 Black Swan Drive	Elk Grove	CA	95624	916-686-9859	Mike Lessing	<a href="mailto:mike@dubeonline.com">mike@dubeonline.com</a>
California Supply North, Inc.	2855 Volpey Way	Union City	CA	94587	(510) 429-0300	Tom Market/Lou Wright	<a href="mailto:louw@calsupply.com">louw@calsupply.com</a>
Caring Distribution, Inc.	5722 18th Ave.	Brooklyn	NY	11204	(718) 256-9409	Jonah Carlebach	<a href="mailto:jonah2@optonline.net">jonah2@optonline.net</a>
Cascades Tissue Group	3971 S. Tumblewood Lane	Chandler	AZ	85248	(480) 883-8796	Marshall Warren	<a href="mailto:marshall_warren@cascades.com">marshall_warren@cascades.com</a>
CBS Stationers	1428 Royal Industrial Way	Concord	ca	94520	Mireya Ruiz	925-798-8560	<a href="mailto:mireya@cbsstationers.com">mireya@cbsstationers.com</a>
Central California Cleaning Supply, Inc.	30139 Industrial Parkway S.W. (Unit E)	Hayward	CA	94544		Tony Lima	<a href="mailto:cccs@lightspeed.net">cccs@lightspeed.net</a>
Central Poly Corporation	PO Box 4097	Linden	NJ	07036	(908) 862-7570	Andrew Hoffer	<a href="mailto:bids@centralpoly.com">bids@centralpoly.com</a>
Clean Source Inc	650_Brennan St	San Jose	CA	95131	408-324-3252	Nick Vetere	<a href="mailto:nvetere@cleansource.com">nvetere@cleansource.com</a>
Clean Source Inc.	1711 Rogers Ave.	San Jose	CA	95126	(800) 436-1907	Nick Vetere	<a href="mailto:nvetere@cleansource.com">nvetere@cleansource.com</a>
Cole Supply Company, Inc.	2855 Contra Costa Blvd.	Pleasant Hill	CA	94523	(925) 935-2842	Charles LeVeque	<a href="mailto:cleveque@colesupply.com">cleveque@colesupply.com</a>
Commercial Business Suppliers	1428 Royal Industrial Way	Concord	CA	94520	(925) 798-8560	Mireya Ruiz	<a href="mailto:mireya@cbsstationers.com">mireya@cbsstationers.com</a>
Computer Training Consultants	1245 S. Winchester Blvd., Suite 108	San Jose	CA	95128	408-380-0600		
Cortec	4119 Whie Bear Parkway	St. Paul	MN	5110	(800) 4- cortec	Bob Boyle	<a href="mailto:bboyle@cortecvci.com">bboyle@cortecvci.com</a>
DJP Enterprise	PO Box 1987	Orangevale	CA	95662	(916) 410-276	Anthony Poni	<a href="mailto:djpent@comcast.net">djpent@comcast.net</a>
Dupont Packaging and Ind. Polymers		Wilmington	DE			Roland C. Pamm	<a href="mailto:roland.c.pamm@usa.dupont.com">roland.c.pamm@usa.dupont.com</a>
e*Polystar, Inc.	1937 Republic Ave.	San Leandro	CA	94577	(510) 638-1188	Annie Young	<a href="mailto:sales@epolystar.com">sales@epolystar.com</a>
e*Polystar, Inc.	21075 Alexander Court, Unit F	Hayward	CA	94545			-
Ecolab, Inc.	370 Wabasha St.	St. Paul	MN	55102	651-293-2892	Bruce Kottom	<a href="mailto:bid.sales@ecolab.com">bid.sales@ecolab.com</a>

Business Name	Street Address	City	ST	Zip	Num	Contacts	Email Address
EIP, Inc.	1321 White Heron LN.	Vero Beach	FL	32963	(800) 943-8347	Matt Willse	<a href="mailto:Matt@eip-usa.com">Matt@eip-usa.com</a>
Farnell Packaging	30 Isley Avenue, Dartmouth, Nova Scotia	Canda		B3B- 1L3	(800) 565-9378	Bill Morash	<a href="mailto:billmora@farnell.ns.ca">billmora@farnell.ns.ca</a>
Fisherman Supply Co.	PO Box 750279	Petaluma	CA	94975	(707) 974-3082	Ed Marin	<a href="mailto:elm@quixnet.net">elm@quixnet.net</a>
Frank & Ron Hotel - Motel Supply, Inc.	708 Whitney St.	San Leandro	CA	94577	(510) 568-4072	Ron Kalyan	<a href="mailto:kalyan@motelsupplies.com">kalyan@motelsupplies.com</a>
GEMTEK	3808 N. 28th Avenue	Phoenix	AZ	85017	602-265- 8586	Kim C. Kristoff, President	<a href="mailto:kristoff@gemtek.com">kristoff@gemtek.com</a>
Gemtek Products	3808 N. 28th Ave.	Phoenix	AZ	85017	(602) 265-8586	Kim C. Kristoff	<a href="mailto:Kristoff@gemtek.com">Kristoff@gemtek.com</a>
Give Something Back	7700 Edgewater Dr., Suite 400	Oakland	CA	94621	(510) 635-5500	Craig Cooper	<a href="mailto:ccooper@givesomethingback.com">ccooper@givesomethingback.com</a>
Integrity Sales, Inc.	18810 Parsons Ave.	Castro Valley	CA	94546	(510) 733-0540	Christie Snipes	<a href="mailto:christie@integritysales.com">christie@integritysales.com</a>
Interboro Packaging Corporation	114 Bracken Road	Montgomery	NY	12549	(845) 457-2700	Abraham Jeremias/Heidi Trynauer	<a href="mailto:interboro2@frontiernet.net">interboro2@frontiernet.net</a>
Ipax Cleanogel	8301 Lyndon Ave	Detroit	MI	48238	313-933- 4211	Jason Katz	<a href="mailto:unikleen@aol.com">unikleen@aol.com</a>
Janitorial Supplier.com	50633 Ryan Rd.	Utica	MI	48317	800-525- 3006	Jack Lobaido	<a href="mailto:info@janitorialsupplier.com">info@janitorialsupplier.com</a>
JC Nelson Supply Co.	Box 23	Fairfield	CA	94533	(707) 580-6003	Bernie Mandell	<a href="mailto:berniemandell@jcnelson.com">berniemandell@jcnelson.com</a>
JC Paper		Hayward	CA		(800) 245-2650		-
Jerry Hill	P.O. Box 1150	Templeton	CA	933465	(408) 237-1924	Jerry Hill	<a href="mailto:sourcemaster@juno.com">sourcemaster@juno.com</a>
Jesterine Quinn	13925 San Pablo Ave Ste 205	San Pablo	CA	94806	(510) 234-3402	Jesterine Quinn	<a href="mailto:jesterine@excel.com">jesterine@excel.com</a>
Kerry's Office Supplies	381 12th St.	Oakland	CA	94607	(510) 444-3576	Gerrie Chui	<a href="mailto:kerryscopies@sbcglobal.net">kerryscopies@sbcglobal.net</a>
Monahan Paper Co.	175 - 2nd St.	Oakland	CA	94607	(510) 835- 4628x270	Sharon Davalle	<a href="mailto:monahan@covad.net">monahan@covad.net</a>
Nat-ur, Inc.	5155 West Rosecranz Ave., Ste. 1116	Los Angeles	CA	90250	(310) 491-3465	Frederic Scheer	<a href="mailto:fscheer@nat-ur.com">fscheer@nat-ur.com</a>
Naturally Yours	1926 S. Glenstone Ave. #406	Springfield	MO	65904	417-889- 3995	Shelley Gervais	<a href="mailto:greeninfo@naturallyyoursclean.com">greeninfo@naturallyyoursclean.com</a>
NCH Corporation	P.O. Box 660196	Dallas	TX	75266- 0196	800-527- 7850	Teresa Ambrose	<a href="mailto:tambrose@nch.com">tambrose@nch.com</a>
OfficeMax						800-310-8008 x5540	<a href="mailto:suzannetart@officemax.com">suzannetart@officemax.com</a>
PDI Supply	40 Humboldt St.	Rochester	NY	#####		Art Yockel	<a href="mailto:art@pdisupply.com">art@pdisupply.com</a>

Business Name	Street Address	City	ST	Zip	Num	Contacts	Email Address
Phillips Industries	P.O. Box 2103	Woodbridge	VA	22195	703-491-3741	Marshall L. Phillips III	sales@phillipsindustries.com
Princess Paper	3055 E. Fruitland Street	Vernon	CA	90058	(323) 588-4777		<a href="http://princesspaper.com">princesspaper.com</a>
S&G Diversified Products	PO Box 1195	Chino Hills	CA	91709	(866) 464-8554	Doug Gates	<a href="mailto:h2opoloal@hotmail.com">h2opoloal@hotmail.com</a>
SF Supply Company	1550 Rollins Road #D	Burlingame	CA	94010	650-697-3399	Bo Wu	<a href="mailto:bwusfsupply@yahoo.com">bwusfsupply@yahoo.com</a>
Starlight Plastics MFG, Inc.	455 High St.	Oakland	CA	94601	(510) 261-2318	Jenny Wong	<a href="mailto:starlightplastic@sbcglobal.net">starlightplastic@sbcglobal.net</a>
Star-Line Supply Co.	2236 Martin Luther King Jr. Way	Oakland	CA	94612	(510) 893-7572	Harlan Cain	<a href="mailto:starlinesupply@sbcglobal.net">starlinesupply@sbcglobal.net</a>
Starline Supply Company of Oakland	2236 Martin Luther King Jr. Way	OAKLAND	CA	94612	510-893-7572	Ed Marin	<a href="mailto:starlinesupply@sbcglobal.net">starlinesupply@sbcglobal.net</a>
Surtec Inc	1880 No. MacArthur Dr.	Tracy	CA	95376	209-820-3700	Cheryl Sanders	csanders@surtecssystem.com
Surtec, Inc.	1560 Santa Rita Road	Pleasanton	CA	94566	925-525-3968	Kurt Grannis	<a href="mailto:kurtg@surtecssystem.com">kurtg@surtecssystem.com</a>
Tamaras Supply, Inc.	660 Toland Place	San Francisco	CA	94124	(415) 826-5950	Mark S. Kelly	<a href="mailto:mkelly_tsinc@hotmail.com">mkelly_tsinc@hotmail.com</a>
TeckniClean Products	4344 Jensen St,	Oakland	ca	94601	510-437-1501	Hugh Sussell	
The Home Depot Supply, Inc.	10641 Scripps Summit Court	San Diego	CA	92131	858-831-2376	Clinton Smith	<a href="mailto:clint_smith@homedepot.com">clint_smith@homedepot.com</a>
Tradewind International, Inc.	1611 Adrian Road	Burlingame	CA	94010	(650) 697-3399	Bo Wu	<a href="mailto:bo@tradewindintl.com">bo@tradewindintl.com</a>
Unikleen	8301 Lyndon Ave	Detroit	MI	48238	313-933-4211	Jason Katz	<a href="mailto:unikleen@aol.com">unikleen@aol.com</a>
Unisource Worldwide Inc.	4225 Hacienda Dr.	Pleasanton	CA	94588	(925) 227-6069	Dan Cochran/John Tully	<a href="mailto:cochrd01@unisourcelink.com">cochrd01@unisourcelink.com</a>
Universal Building Services	3120 Pierce St.	Richmond	CA	94804	(510) 527-1078	Arnie Tong	<a href="mailto:arniet@ubsc.com">arniet@ubsc.com</a>
V.S. Supply Company	1611 Telegraph Ave. Suite 210	Oakland	CA	94612	(510) 834-9560	Vincent Stephenson	<a href="mailto:vssupply@msn.com">vssupply@msn.com</a>
Village Sundries & Tobacco, Inc.	PO Box 2069	Lakewood	NJ	08701	(732) 364-2300	John S. Emanuel Jr.	<a href="mailto:jemanuel@villagedistribute.com">jemanuel@villagedistribute.com</a>
Vision Industrial Supply Inc. Co LLC	414 Lesser St.	Oakland	CA	94601	(510) 436-6015	Eddie Bridgett	<a href="mailto:allinsupply@aol.com">allinsupply@aol.com</a>
Waxie Sanitary Supply	901 North Canyons Parkway	Livermore	CA	94550	(800) 299-9964	Leticia Romero	<a href="mailto:lromero@woxie.com">lromero@woxie.com</a>
Waxie Sanitary Supply	901 North Canyons Parkway	Livermore	CA	94550	925-454-2900	John Bielenberg	<a href="mailto:jbielenberg@waxie.com">jbielenberg@waxie.com</a>
Welcome Building Maintenance	936 Detroit Avenue, Suite D	Concord	CA	94518	(925) 288-1911	Pam Hurley	<a href="mailto:maintenancebiz@sbcglobal.net">maintenancebiz@sbcglobal.net</a>
Xpedx	31129 Wiegman Road	Hayward	CA	94544	(510) 477-6520	Carol Miller-Baker	<a href="mailto:carolmiller-baker@msn.com">carolmiller-baker@msn.com</a>

**EXHIBIT M**  
**RESPONSE CONTENT AND SUBMITTALS**  
**COMPLETENESS CHECKLIST**

**RFQ No.10168/RA/04**

for

**Janitorial Cleaning Products, Environmentally Preferable**

1. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.
2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

**CHECK LIST**

- A. Title Page: Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and quotation/proposal date.
- B. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- C. Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:
  - 1) The official name of Bidder;
  - 2) Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
  - 3) The jurisdiction in which Bidder is organized and the date of such organization;
  - 4) The address of Bidder's headquarters, any local office involved in the Bid Quotation; and the address/location where the actual production of goods and/or services will be performed;
  - 5) Bidder's Federal Tax Identification Number;
  - 6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFQ response, with authorization to make representations on behalf of and to bind Bidder;
  - 7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ; and
  - 8) An acceptance of all conditions and requirements contained in this RFQ.

D. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of and resumes for all key personnel associated with the RFQ. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (1) the person's relationship with Bidder, including job title and years of employment with Bidder; (2) the role that the person will play in connection with the RFQ; (3) address, telephone, fax numbers, and e-mail address. This section of the bid response should include no more than one page of information for each listed person.

E. Environmental Performance:

Bidder shall submit a brief description of Bidder's planned efforts to minimize the amount of packaging and shipping materials and should describe the post consumer recycled content of those materials. It is highly desirable for vendors to provide annual environmental performance reports describing the vendor's environmental performance of their products and operations if available.

F. Detention Cleaning Chemicals

If bidding on the Detention Cleaning Chemicals bidder must provide a comprehensive description of how they intend to configure, service and maintain the twenty-one (21) dispensers and cabinets being used at the Santa Rita Jail.

G. References, Exhibit D1 and D2:

- 1) Bidders are to provide a list of 5 current and 5 former clients on Exhibit D-1 and D-2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
- 2) Reference information is to include:
  - Company/Agency name
  - Contact person (name and title), contact person is to be someone directly involved with the services
  - Complete street address
  - Telephone number
  - Type of business
  - Dates of service
- 3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

4) Bidder shall provide on a separate sheet(s), complete reference information for all public institutions or agencies for which it provides or has provided comparable products. Each reference shall include the scope of services performed and the name, address, telephone and fax numbers of the person who may be contacted for reference information.

H. Bid Form, Exhibit B:

Pricing for the procurement of goods and services by the County shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the County of Bidder's goods and services. Refer to the section entitled "PRICING" under the section designated "TERMS AND CONDITIONS" herein below.

I. Evidence of Insurance

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFQ. Contractor(s) awarded contracts under this bid must name County as additional insured on the certificate of insurance as specified in Exhibit C.

J. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, must be signed and returned.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Exhibit F, Small Local Emerging Business (SLEB) Partnering Information Sheet, must be completed and signed.
- Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: any previous contracts with the County, utility bills, and deed of trust or lease agreement.
- Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over \$100,000).
- Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
- Exhibit K, Environmental Certification.

**EXHIBIT N**  
**NATIONAL CONSENSUS BASED STANDARD (NCBS)**  
**LIST OF APPROVED PRODUCTS**

**RFQ No.10168/RA/04**

for

**Janitorial Cleaning Products, Environmentally Preferable**

The following products meet or appear to meet the environmentally preferable cleaning product criteria developed by the Center for New American Dream's cleaning product work group. Massachusetts was the first work group member to incorporate the criteria into its contracts. A copy of the Massachusetts Request for Response (RFR), which includes the consensus-based purchasing criteria, is available at [www.newdream.org](http://www.newdream.org).

Application	Manufacturer	Product Name
<b>General Purpose Cleaner</b>	<a href="#">3M</a>	Twist 'n Fill #8 General Purpose Cleaner
	<a href="#">The Clean Environment Company</a>	All-Purpose Cleaner
		Super Orange
	<a href="#">Cleanline Products</a>	H202 Concentrate
		H202 Super Concentrate
	<a href="#">Cogent Environmental Solutions</a>	ECOgent Light Duty
		ECOgent Heavy Duty
	<a href="#">EnvirOx</a>	Grout Safe 130 (blue)
		H2Orange2 #112 (blue)
		H2Orange2 #117
	<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	PC101 Neutral
		PC108 General
	<a href="#">Ramsey Company</a>	Freefall
		Reflecta
<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Low Foam	
	Enviro Care Tough Job	
<b>Heavy Duty Cleaner</b>	<a href="#">EnvirOx</a>	H2Orange2 #117

<b>Cleaner/Degreaser</b>	<a href="#">3M</a>	Industrial Degreaser #26
	<a href="#">The Clean Environment Company</a>	Heavy Duty Degreaser
	<a href="#">EnvirOx</a>	H2Orange2 #117
	<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Tough Job Cleaner
<b>Bathroom Cleaner</b>	<a href="#">3M</a>	Twist 'n Fill #4 Bathroom Cleaner
	<a href="#">The Clean Environment Company</a>	Basin, Tub & Tile Cleaner
	<a href="#">Cleanline Products</a>	H202 Concentrate
		H202 Super Concentrate
	<a href="#">Cogent Environmental Solutions</a>	ECOgent Bathroom
	<a href="#">EnvirOx</a>	Grout Safe 130 (red)
		H2Orange2 #112 (red)
		H2Orange2 #117
	<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	Lav Safe
	<a href="#">Ramsey Company</a>	Freefall
		Reflecta
	<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Washroom
<b>Glass Cleaner</b>	<a href="#">3M</a>	Twist 'n Fill #1 Glass Cleaner
	<a href="#">The Clean Environment Company</a>	Glass Cleaner
	<a href="#">Cleanline Products</a>	H202 Concentrate
H202 Super Concentrate		



	<a href="#">Cogent Environmental Solutions</a>	ECOgent Glass
	<a href="#">EnvirOx</a>	Grout Safe 130 (green)
		H2Orange2 #112 (green)
		H2Orange2 #117
	<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	PC101 Glass
	<a href="#">Ramsey Company</a>	Freefall
		Reflecta
	<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Glass Cleaner
<b>Carpet/ Upholstery Cleaner</b>	<a href="#">The Clean Environment Company</a>	Cycle Emulsifier
		Traffic Lane Cleaner
	<a href="#">Cleanline Products</a>	H202 Concentrate
		H202 Super Concentrate
	<a href="#">Cogent Environmental Solutions</a>	Carpet Extractor
		ECOgent Carpet Pre-Spray
	<a href="#">EnvirOx</a>	Grout Safe
		H2Orange2 #117
<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	PC112 Carpet	
<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Carpet Spot Lifter	
<b>Enzymatic Cleaner/</b>	<a href="#">Rochester Midland Corporation</a>	Enviro Care Liquid Bac

<b>Digester</b>	(Enviro Care Product Line)	
<b>Disinfectant</b>	<a href="#">3M</a>	Twist 'n Fill #3 Neutral Cleaner
	<a href="#">The Clean Environment Company</a>	Cycle-Traffic Lane Cleaner
	<a href="#">EnvirOx</a>	H2Orange2 #117
	<a href="#">M.D. Stetson</a> (Product Central [PC] Product Line)	PC103/256 HBV
	<a href="#">Rochester Midland Corporation</a> (Enviro Care Product Line)	Enviro Care Neutral Disinfectant
<b>Sanitizer/Virucide</b>	<a href="#">EnvirOx</a>	H2Orange2 #117
<b>Floor Stripper</b>	<a href="#">The Clean Environment Company</a>	Cycle Strip
	<a href="#">M.D. Stetson</a> (Product Central [PC] Product Line)	Blue Power Stripper
		EPS Stripper
	<a href="#">Rochester Midland Corporation</a> (Enviro Care Product Line)	Enviro Care Floor Finish Remover
<b>Floor Finish</b>	<a href="#">The Clean Environment Company</a>	Cycle Finish
	<a href="#">M.D. Stetson</a> (Product Central [PC] Product Line)	Transend Floor Finish
	<a href="#">Rochester Midland Corporation</a> (Enviro Care Product Line)	Enviro Care Conseal: Finish Remover, Restorer
		Enviro Care Resilient Tile Coating
<b>Floor Maintenance</b>	<a href="#">The Clean Environment Company</a>	Cycle Spray Buff
	<a href="#">M.D. Stetson</a> (Product Central [PC] Product Line)	PC 110 Floor Maintenance
	<a href="#">Rochester Midland Corporation</a> (Enviro Care Product Line)	Enviro Care Tough Job

<b>Floor Cleaner</b>	<a href="#">3M</a>	Twist 'n Fill #24 3-in-1 Floor Cleaner
	<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	PC 117 Floor Cleaner
<b>Furniture Polish</b>	<a href="#">3M</a>	Furniture Polish
	<a href="#">The Clean Environment Company</a>	Furniture Polish
	<a href="#">EnviroX</a>	Earth Friendly Furniture Polish
	<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Sun Glow Furniture Polish
<b>Hand Soap</b>	<a href="#">3M</a>	Pink Hand Soap #54
	<a href="#">The Clean Environment Company</a>	Hand Soap
	<a href="#">EnviroX</a>	Earth Friendly Hand Soap
	<a href="#">M.D. Stetson</a> ( <i>Product Central [PC] Product Line</i> )	Softy Hand Cleaner
	<a href="#">Rochester Midland Corporation</a> ( <i>Enviro Care Product Line</i> )	Enviro Care Hand Soap

- **Floor Care Systems** are required in the Request for Response (RFR) to be designed to work together in an environmentally preferable system of overall floor care. These products were not ingredients tested in the evaluation phase. Their compliance with the mandatory criteria is based on the MSDS and other data submitted by the manufacturers to demonstrate such compliance.