LC
3/3/16
Item No. 5

AN ORDINANCE **2016-03-03-0156**

ACCEPTING THE BID FROM GULF COAST PAPER COMPANY TO PROVIDE CITY DEPARTMENTS WITH TRASH LINERS FOR AN ESTIMATED COST OF $335,000.00 ANNUALLY, FUNDED FROM THE GENERAL FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with trash liners in various sizes, strengths and thicknesses for use by City departments; and

WHEREAS, the bids submitted by All American Poly, Boritex Building Services, and Central Poly Corp failed to meet the City's specifications and/or requirements; and

WHEREAS, Gulf Coast Paper Company (alternate bid) was the lowest responsive bidder for an estimated annual cost of $335,000.00; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The lowest responsive bid from Gulf Coast Paper Company (alternate bid) to provide the City of San Antonio with trash liners for use by City departments for an estimated annual cost of $335,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and bid are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. It has been found and declared that the bids submitted by All American Poly, Boritex Building Services, and Central Poly Corp failed to meet the City's specifications and/or requirements.

SECTION 3. The amounts will be encumbered upon issuance of various purchase orders and payment is authorized to Gulf Coast Paper Company. All current year expenditures will be in accordance with the Fiscal Year 2016 budget approved by City Council and future fiscal year expenditures are contingent upon future City Council budget approvals.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 3rd day of March, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 14, 16, 18, 19, 20, 21)**
Date:	03/03/2016
Time:	09:34:57 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Gulf Coast Paper Company to provide City departments with trash liners for an estimated cost of $335,000.00 annually, funded from the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

Opened: November 13, 2015 For: Annual Contract for Trash Liners - Citywide 6100006659 KI		Local Alternate	Non-Local	Non-Local	Non-Local	Local Master
		Gulf Coast Paper Company 8655 N.E. Loop 410 San Antonio, TX 78219 210-547-2461	All American Poly 40 Turner Place Piscataway, NJ 08854	Boritex Building Services PO Box 171088 Arlington, TX 76003	Central Poly Corp 2400 Bedle Place Linden, NJ 07036	Gulf Coast Paper Company 8655 N.E. Loop 410 San Antonio, TX 78219
Item	**Description**		**NAS**	**NAS**	**NAS**	
1	**SECTION 1: CATALOG DISCOUNTS**					
	Trash Liners					
	Catalog % Discount Offered	39%				39%
	Name of Catalog	GCPC				GCPC
	Catalog Publication Date	1-Nov-15				November 1, 2015
	SECTION 2: MARKET BASKET WORKSHEET					
	Submitted Yes/No	Yes				Yes
	Terms	2% 10 Net 30				2% 10 Net 30

Exhibit I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006659

ANNUAL CONTRACT FOR TRASHLINERS - CITYWIDE

Date Issued: OCTOBER 23, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CT NOVEMBER 13, 2015

Bids may be submitted by any of the following means:
- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TRASHLINERS- CITYWIDE"

Bid Due Date: 2:00 p.m. CT, November 13, 2015

Bid No.: 6100006659

Bidder's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other: NA

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference YES

The Pre-Submittal conference will be held on November 3, 2015 at 9:30 AM, CT at HILL COUNTRY CONFERENCE ROOM, 111 Soledad, San Antonio, TX 78205, 11th floor

Staff Contact Person: KARYN IRETON, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: KARYN.IRETON@SANANTONIO.GOV

SBEDA Contact Information: David Rodriguez, 210-207-0071, David.Rodriguez3@sanantonio.gov

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Exceptions to the Restrictions on Communication with City employees include:
Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact, David Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

1.0 SCOPE

The City of San Antonio is soliciting an offer for the purchase and delivery of Trash Liners, including environmentally friendly trash liners, in accordance with the specifications listed herein. These supplies are utilized and will be purchased on an "as needed" basis by various facilities throughout the City for cleaning, maintenance and replacement.

2.0 PRODUCT CATEGORY:

Green Seal certified products should be provided as purchase option if applicable.

1. TRASH LINERS

3.0 PUNCH-OUT CATALOG:

An electronic online catalog is preferred but not a requirement. The bidders electronic online catalog will have the capability of "punch-out" integration with the City of San Antonio's (COSA) SAePS e-procurement system (see Section 5, Supplemental Terms and Conditions, "Internal/External Catalog").

a. The online catalog should have a separate web page entrance for COSA shoppers to access.

b. The online catalog shall annotate the product discounts awarded for the differing discounts of the catalog categories shown in the Price Schedule and, if applicable, the Market Basket Pricing Worksheet.

c. Vendor must be able to provide training on how to use the online catalog for first time users at no additional cost to the City.

d. The online catalog shall reference the RFx number – 6100006659, Annual Contract for Trashliners - Citywide

e. Vendor must be capable of restricting the viewing and ordering of the following categories of items, either as a group or individual items within the group, which may be exempt from this IFB:

- Any other items that are not part of this Annual Contract for Trashliners – Citywide solicitation

4.0 PRICING:

4.1 Contract pricing will be in the form of discount off the catalog price. Discounts in Price Schedule, Section 1 – Catalog Discounts by Category, may vary by category but must be consistent for all products within the category. Discounts in Price Schedule, Section 2 – Market Basket Pricing Worksheet may vary within the category.

4.2 Discounts quoted shall be held firm for the term of the contract.

4.3 On Attachment A, Price Schedule, Section 1 – Catalog Discounts by Category, the Bidder shall enter the catalog name and catalog publication date to which the discount can be applied for each category and the percent discount allowed from the catalog. Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable. Proposed catalogs must be submitted with bid response.

4.4 On Attachment A, Price Schedule, Section 2 - Market Basket Pricing Worksheet, the Bidder shall enter the final price for the items listed. The list of items in the Market Basket Pricing Worksheet is comprised of the highest volume products purchased in calendar year 2014. Bidders are encouraged to give deeper discounts over and above the discounts entered in Section 1 of the Price Schedule. However, any deeper discounts offered in the Market Basket Pricing Worksheet must remain fixed for the duration of the contract term.

4.5 The Market Basket Pricing Worksheet will NOT be awarded separately.

4.6 Award will be made to the lowest responsible bidder after evaluation of items from both the Price Schedule (Section 1) and the Market Basket Pricing (Section 2) Worksheet.

5.0 DELIVERY

5.1 All orders will be placed by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a packing slip, inside the package. All shipments are to be delivered directly to the City facility address. All shipments shall include a packing label that includes at a minimum the following:

- Delivery Address
- City facility/division
- City facility point of contact information and telephone number
- Line item description
- Date ordered
- Quantity ordered
- Quantity included in shipment
- Any backordered items
- Unit price and extensions
- Number of parcels
- Purchase order number

5.2 There are approximately 100 delivery locations; each location will specify the delivery timeframe and point of contact upon issuance of a purchase order.

5.3 Freight and delivery shall not be add-on costs, and a separate line item for fuel surcharges will not be accepted. No charges for handling charges will be allowed, which includes, but is not limited to, packing, wrapping, bags, containers or reels, hazardous fees, etc. Bids must not be conditioned on minimum deliveries. Any bids stipulating dollar or quantity minimums will be rejected from further evaluation.

5.4 Routine delivery response to any City facility shall be within three business days after receipt of order. Rush orders shall be delivered within two business days after receipt of order. The City reserves the right to pick-up supplies in emergency situations. All prices to be quoted F.O.B., City of San Antonio facility.

5.5 Vendor must be capable of making deliveries twice a week between 8:00 am and 4:00 pm, Central Time. Deliveries must be made to the person identified on the order or as otherwise instructed on the purchase order. The maximum time to deliver shall be no longer than three business days after the purchase order is received. Any delay in delivery must be communicated to the ordering person within 24 hours.

5.6 It is understood and agreed that any item offered or shipped as a result of this bid shall be new, unused, and current production at the time of bid submission, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

5.7 The City will not pay a restocking fee for items returned in new, unused condition within 30 calendar days after receipt of delivery, with the exception of special order items.

5.8 Delivery personnel shall be required to deliver products to a specified area of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice.

5.9 At the time of delivery, a designated City employee will sign the "invoice/packing slip." This signature will only indicate that the order was received and that the items actually delivered agree with the delivery packing slip. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

6.0 PRODUCT SPECIFICATIONS AND TESTING

6.1 Definitions:

- LLDPE: Linear Low Density Polyethylene Resin
- LLDPE- HAO: Linear Low Density Polyethylene Resin - Higher Alpha Olefin
- HDPE: High-Density Polyethylene
- MD: Machine Direction
- TD: Transverse Direction

6.2 Products must meet a minimum specification of ASTM D 882 – Tensile Testing of Thin Plastic Sheeting

LLDPE: (all colors and thicknesses)

- Tensile (MD) Minimum 3000 psi
- Tensile (TD) Minimum 2000 psi
- Elongation (MD) Minimum 350%

- Elongation (TD) Minimum 450%

STEEL FLEX-LLDPE & TOP DRAW:

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 3.0 lbs
- Tensile (TD) Minimum 1.52 lbs
- Elongation (MD) Minimum 245%
- Elongation (TD) Minimum 350%

HDPE- 6 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 3.0 lbs
- Tensile (TD) Minimum 1.52 lbs
- Elongation (MD) Minimum 245%
- Elongation (TD) Minimum 350%

HDPE- 8 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 3.10 lbs
- Tensile (TD) Minimum 1.65 lbs
- Elongation (MD) Minimum 260%
- Elongation (TD) Minimum 400%

HDPE- 10 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 3.16 lbs
- Tensile (TD) Minimum 1.76 lbs
- Elongation (MD) Minimum 280%
- Elongation (TD) Minimum 450%

HDPE- 12 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 3.58 lbs
- Tensile (TD) Minimum 2.92 lbs
- Elongation (MD) Minimum 290%
- Elongation (TD) Minimum 550%

HDPE- 14 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 6.0 lbs
- Tensile (TD) Minimum 3.31 lbs
- Elongation (MD) Minimum 335%
- Elongation (TD) Minimum 600%

HDPE- 16 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 6.90 lbs
- Tensile (TD) Minimum 4.47 lbs
- Elongation (MD) Minimum 400%
- Elongation (TD) Minimum 650%

HDPE- 22 MIC

- Tensile (MD) Minimum 10000 psi
- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 8.10 lbs
- Tensile (TD) Minimum 6.25 lbs
- Elongation (MD) Minimum 582%
- Elongation (TD) Minimum 676%

HDPE- 24 MIC

- Tensile (MD) Minimum 10000 psi

- Tensile (TD) Minimum 6000 psi
- Tensile (MD) Minimum 8.87 lbs
- Tensile (TD) Minimum 6.87 lbs
- Elongation (MD) Minimum 640%
- Elongation (TD) Minimum 743%

6.3 Products must meet a minimum specification of ASTM D 1709 – Dart Impact Testing

LLDPE: Black Liner (any thickness)
- Dart Impact 65 grams/mil

LLDPE: Clear Liner (any thickness)
- Dart Impact 90 grams/mil

HDPE- 6 MIC
- Dart Impact (gms) Minimum 90 psi

HDPE- 8 MIC
- Dart Impact (gms) Minimum 120 psi

HDPE- 10 MIC
- Dart Impact (gms) Minimum 130 psi

HDPE- 12 MIC
- Dart Impact (gms) Minimum 140 psi

HDPE- 14 MIC
- Dart Impact (gms) Minimum 160 psi

HDPE- 16 MIC
- Dart Impact (gms) Minimum 190 psi

HDPE- 22 MIC
- Dart Impact (gms) Minimum 260 psi

HDPE- 24 MIC
- Dart Impact (gms) Minimum 285 psi

6.4 Bidder must provide copies of recent test results with bid submission in order to be considered responsive. Test results must demonstrate compliance with these specifications and must have been performed by an independent laboratory. Test results must be signed by the laboratory conducting the test. City must be able to verify the authenticity of the test results. Test results obtained through a manufacturer are acceptable provided they meet these requirements. Bidders who fail to supply test results with bid submission shall be disqualified from consideration.

7.0 DEFECTIVE PRODUCTS

In the event any material is found to be defective, the Vendor shall pick-up the products and the City shall not be liable for payment of the materials or any other charges incurred. If defective material is encountered, it is the responsibility of the Vendor to remedy all problems in a timely manner. The City will not be responsible for charges incurred as a result of the defective items. In addition, the Vendor will notify the City of San Antonio of the problem and proposed remedy.

8.0 REPORT OF SALES

Vendor shall provide, at the City's request, quarterly reporting that contains detailed information for each item purchased. Reports are to be provided at the end of each quarter period and shall be provided electronically. The report shall include, at a minimum, the following information:

1. Name of Department
2. Purchase Order Number
3. Order date
4. Invoice number
5. Invoice date
6. Manufacturer Name
7. Manufacturer SKU or Product Code
8. Product Number
9. Description
10. Unit of Measure (UOM)
11. Items per UOM
12. UOM Ordered
13. Price (Quantity * Unit Price: calculated automatically)

9.0 EXPERIENCE

Vendors must possess a minimum of five years verifiable experience in sales of janitorial supplies and be properly licensed to do business within the State of Texas. Experience should include accounts equal or larger in size and scope.

10.0 REFERENCES

Vendor shall provide three references of recent clients with similar requirements as specified in this Invitation for Bid. Reference information shall include contact person, phone number, fax number and email address of a person that may be contacted. The City of San Antonio is especially interested in receiving references from clients who have purchased products similar to those requested by the City.

11.0 SAFETY DATA SHEETS

Applicable Safety Data Sheets (SDS) are required for all shipments, initial and/or backorders. Shipments that fail to include the appropriate SDS will not be accepted. Contractor is to provide accurate SDSs for all chemicals delivered to the building. Contractor shall provide the cleaning chemical supplier's toll free hotline that can be called in the event of spills or accidents to access safety data and protocols.

12.0 COOPERATIVE PRICING

The City of San Antonio will not consider cooperative pricing. This IFB will be the contract, if awarded. Therefore bidders are required to complete the price schedule as shown.

13.0 DISCONTINUED ITEMS

13.1 If during the contract period an item is discontinued by the manufacturer and the manufacturer offers a replacement, the Vendor **must** receive approval from the City's ordering department and the City's Purchasing Department prior to shipment of replacement items.

13.2 Products with a shelf-life shall be provided with a minimum expiration date of twelve months after the date delivered. Any materials delivered with an expiration date of less than twelve months will be returned to the supplier for credit or replacement at the supplier's expense.

14.0 TRAINING

In coordination with the City of San Antonio's Office of Sustainability, the Vendor shall provide continuous training and workshops. All trainings and workshops shall be conducted in a City facility. Trainings and workshops shall be provided on an as needed basis however training shall be provided no less than quarterly. The training documents and curriculum shall be reviewed and approved prior to training City employees. The trainings and workshops will provide employees with, at a minimum, the following information:

a. Hazards associated with product use
b. Comparison/contract of conventional versus alternative products
c. Proper disposal of products
d. Proper use of trashliner(s)

15.0 RETURN OF ITEMS

In the event items need to be returned to the Vendor due to damage, miss-pick, vendor ordering error, etc., a credit memo will be issued to the City of San Antonio. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The City of San Antonio shall not be assessed restocking charges or any other form of return charges. Vendor shall pay for return shipment on any goods that arrive in a defective or inoperable condition. Vendor must arrange for the return shipment of damaged goods.

16.0 GREEN OR RECYCLED PRODUCTS

The Vendor shall provide products that are in support of the City of San Antonio's Environmentally Preferred Purchasing Policy. Vendor shall provide a selection of "Environmentally Preferred Products". These products shall have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance or disposal of the product. City encourages that these preferred products attain a third

party certification demonstrating environmental attributes. Examples of third party certifications include but are not limited to: Forest Stewardship Council, Green Seal, US EPA.

17.0 ACCOUNT REPRESENTATIVE

Vendors will be required to assign an inside/outside representative(s) to manage the City's account for this IFB. The inside representative will be familiar with the City's account and IFB requirements, receive and review City orders, and respond to any issue or questions, including but not limited to returns and credits. The outside representative shall be able to resolve billing and delivery problems or any other issues that may require a personal visit to ordering departments. Vendor must notify the City's Purchasing Department immediately of any change in the assigned account representatives throughout the term of the contract.

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name:_____

Title: _____

Phone: _____

Fax: _____

Email:_____

18.0 PUNCH OUT CATALOG INFORMATION

Bidders shall provide the requested information pertaining to punch out catalogs.

— Is Vendor capable of hosting an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS (SRM-SAP –see OCI Document Attached-) (please circle one)

Yes **No**

— Operations Point of Contact:

Name:_____

Title: _____

Phone: _____

Fax: _____

Email:_____

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or February 1, 2016, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed $50,000. This contract shall terminate on March 31, 2019.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council:

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, and quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.
Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (*NOTE: Discounts accepted as part of this bid are not subject to revision.*)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance

A) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "*Annual Contract for Trashliners - Citywide*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
*if applicable	

D) Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names the Bidder and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule, Section 1: Catalog Discounts by Category, Price Schedule Section II: Market Basket
Attachment B – Local Preference Identification Form
Attachment C – SBEDA Ordinance Compliance Provisions
Attachment D – Utilization Plan
Attachment E – Reference Sheet
Attachment F – Non-Discrimination Language
Attachment G - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
Attachment H - Veteran-Owned Small Business Preference Program Tracking Form
Attachment I – Estimated City Delivery Locations

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 - ATTACHMENTS

RFx Response - SAP NetWeaver Portal - Microsoft Internet Explorer provided by City of San Antonio

RFx Response

History, Back, Forward

Display Response : 7000007518

Help

RFx Response Number 7000007518 | RFx Number 6100000659 | RFx Name A/C Treatment - Citywide | Status Submitted | Supplier Name GULF COAST PAPER COMPANY | Total Value 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Response | Items | Notes and Attachments | Approval | Tracing

Overview Data | Notes and Attachments | Questions | Payment

Basic Data

Bidder Contact Information

Supplier Name:	GULF COAST PAPER COMPANY
Contact Person Name:	Rick Moench
E-Mail:	rmoench@gulfcoastpaper.com
Fax:	2102299609
Phone:	2102252674

Event Parameters

Process Type:	QUOT
Currency:	United States Dollar
Detailed Price Information:	Simple Price
Follow-On Document:	Purchase Order or Contract
Net Value of Header Items:	0.00 USD

Organization

Responsible Purchasing Organization:	O 60000103	City of San Antonio
Responsible Purchasing Group:	O 60000122	Karyn Ireton

RFx Response Information

Last Changed on:	11/13/2015 10:59:26 CST
Last Changed by:	Mr. Rick Moench
Creation Date:	11/13/2015 09:45:59 CST
Created by:	Mr. Rick Moench

Pricing Arrangement:

Ceiling Amount:

Pricing Arrangement

Service and Delivery

Status and Statistics

Created on:	11/13/2015 09:45:59 CST
Created by:	Mr. Rick Moench
Last Processed on:	11/13/2015 10:59:26 CST
Last Processed by:	Mr. Rick Moench

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Filter Settings

Function	Number	Name	Phone Number
Contact Person	10013386	Mr. Rick Moench	2102252674
Bidder	1014942	GULF COAST PAPER COMPANY	210-225-2674

Edit | Close | Print Preview | Refresh | Check | Export

2:09 PM
11/13/2015

RFx Response - SAP NetWeaver Portal - Microsoft Internet Explorer provided by City of San Antonio

RFx Response

History Back Forward

Display Response : 7000007518

Help

RFx Response Number 7000007518 RFx Number 6100006650 RFx Name A/C Trashliners - Citywide Status Submitted Supplier Name GULF COAST PAPER COMPANY Total Value 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Information | Items | Notes and Attachments | Approval | Tracking

Item Overview

Details | Add New | Add Subline | Copy | Paste | Delete | Calculate Value

Filter Expand all Collapse All Hide Outline Settings

Line Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response	Weight (in %)	Internal Item Number

Total Value 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

2:09 PM 11/13/2015

RFx Response - SAP NetWeaver Portal - Microsoft Internet Explorer provided by City of San Antonio

RFx Response

History Back Forward

Display Response : 7000007518

Help

RFx Response Number 7000007518 RFx Number 6100000650 RFx Name A/C Trashliners - Citywide Status Submitted Supplier Name GULF COAST PAPER COMPANY Total Value 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Information | Items | [illegible] | Approval | Tracking

Notes

Add | Clear

Filter Settings

Assigned To	Category	Text Preview

Attachments

Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Visible Internally only	Checked Out	Type	Size (KB)	Changed By	Changed On
Document Header	Standard Attachment	CITYSABID-CONFLCTPGCn11132015	CITYSABID-CONFLCTPGCn11132015.pdf	1			☐	pdf	828	V1014942	11/13/2015
Document Header	Standard Attachment	CITYSABID-CONFLCTPGB11132015	CITYSABID-CONFLCTPGB11132015.pdf	1			☐	pdf	644	V1014942	11/13/2015
Document Header	Standard Attachment	CITYSABID-CONFLCTPGA11132015	CITYSABID-CONFLCTPGA11132015.pdf	1			☐	pdf	873	V1014942	11/13/2015
Document Header	Standard Attachment	CITY SA TRASH LINER BID NOV 2015SellingPrices	CITY SA TRASH LINER BID NOV 2015SellingPrices.xlsx	1			☐	xlsx	22	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015AttachmentAPriceSch	CitySA+LinerBD11-13-2015AttachmentAPriceSch.pdf	1			☐	pdf	539	V1014942	11/13/2015
Document Header	Standard Attachment	CitySALinerBD11-13-2015SigSheetQCPC	CitySALinerBD11-13-2015SigSheetQCPC.pdf	1			☐	pdf	481	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBDAttachE11-13-2015	CitySA+LinerBDAttachE11-13-2015.pdf	1			☐	pdf	586	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015VetTractForm	CitySA+LinerBD11-13-2015VetTractForm.pdf	1			☐	pdf	846	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015SubContractB	CitySA+LinerBD11-13-2015SubContractB.pdf	1			☐	pdf	615	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015AttachmentAPriceSch	CitySA+LinerBD11-13-2015AttachmentAPriceSch.pdf	1			☐	pdf	539	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBd11-13-2015FinanceDept	CitySA+LinerBd11-13-2015FinanceDept.pdf	1			☐	pdf	544	V1014942	11/13/2015
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Document Header	Standard Attachment	CitySA+LinerBD11-13-2015OrderPlaceSig	CitySA+LinerBD11-13-2015OrderPlaceSig.pdf	1			☐	pdf	387	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015SubContractI	CitySA+LinerBD11-13-2015SubContractI.pdf	1			☐	pdf	575	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015AcctRep+ClayO	CitySA+LinerBD11-13-2015AcctRep+ClayO.pdf	1			☐	pdf	586	V1014942	11/13/2015
Document Header	Standard Attachment	CitySA+LinerBD11-13-2015VetOwnedSig	CitySA+LinerBD11-13-2015VetOwnedSig.pdf	1			☐	pdf	455	V1014942	11/13/2015
Document Header	Standard Attachment	BERRY+ICL - Steel Flex LLDPE Can Liner Specs	BERRY+ICL - Steel Flex LLDPE Can Liner Specs.docx	1			☐	docx	42	V1014942	11/13/2015
Document Header	Standard Attachment	BERRY+ICL - HDPE Rhino-X Standard Spec Letter	BERRY+ICL - HDPE Rhino-X Standard Spec Letter.docx	1			☐	docx	52	V1014942	11/13/2015
Document Header	Standard Attachment	BERRY+Big City (General) CLEAR Spec Sheet	BERRY+Big City (General) CLEAR Spec Sheet.doc	1			☐	doc	38	V1014942	11/13/2015
Document Header	Standard Attachment	BERRY+Big City (General) BLACK Spec Sheet	BERRY+Big City (General) BLACK Spec Sheet.doc	1			☐	doc	37	V1014942	11/13/2015
Document Header	Standard Attachment	CITY SA TRASH LINER BID NOV 2015 SELL PRICES ALT	CITY SA TRASH LINER BID NOV 2015 SELL PRICES ALT.xlsx	1			☐	xlsx	22	V1014942	11/13/2015

Edit | Close | Print Preview | Refresh | Check | Export

2:09 PM
11/13/2015

Attachment E – Reference Sheet

1. Company: San Antonio State Hospital
Contact: Eddie Luna
Phone: (210) 531-8192
E-MAIL ADDRESS [redacted]
Fax: (____) ____
Dates of Service: from 7/28/03 to ___/___ current
Annual Value: $ 50,000.00
Summary of Scope of Contract: Various janitorial supplies

2. Company: VIA Metropolitan Transit
Contact: Darren Shignek
Phone: (210) 362-2408
E-MAIL ADDRESS [redacted]
Fax: (210) 362-2580
Dates of Service: from 09/01/03 to ___/___ current
Annual Value: $ 10,000.00
Summary of Scope of Contract: Various janitorial supplies.

3. Company: Bexar County Sheriff's Office
Contact: Rosalia M. Contreras
Phone: (210) 335-6031
E-MAIL ADDRESS [redacted]
Fax: (____) ____
Dates of Service: from 09/01/03 to ___/___ current
Annual Value: $ 10,000.00
Summary of Scope of Contract: Various janitorial supplies.

party certification demonstrating environmental attributes. Examples of third party certifications include but are not limited to: Forest Stewardship Council, Green Seal, US EPA.

17.0 ACCOUNT REPRESENTATIVE

Vendors will be required to assign an inside/outside representative(s) to manage the City's account for this IFB. The inside representative will be familiar with the City's account and IFB requirements, receive and review City orders, and respond to any issue or questions, including but not limited to returns and credits. The outside representative shall be able to resolve billing and delivery problems or any other issues that may require a personal visit to ordering departments. Vendor must notify the City's Purchasing Department immediately of any change in the assigned account representatives throughout the term of the contract.

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name: Rick Moench

Title: Sales Representative

Phone: 210-225-2674

Fax: 210-229-9609

Email: rmoench@gulfcoastpaper.com

18.0 PUNCH OUT CATALOG INFORMATION

Bidders shall provide the requested information pertaining to punch out catalogs.

— Is Vendor capable of hosting an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS (SRM-SAP –see OCI Document Attached-) (please circle one)

Yes **No**

— Operations Point of Contact:

Name: Clay Dibble / Gulf Coast Paper Co.

Title: V.P. of Sales

Phone: 361-576-1237

Fax: 361-575-0457

Email: cdibble@gulfcoastpaper.com

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Trashliners - Citywide / NO: 6100006659

Name of Respondent: Gulf Coast Paper Co		
Physical Address: 8655 N.E. Loop 410		
City, State, Zip Code: San Antonio, TX 78249		
Phone Number: 210-225-2674		
Email Address: rmoench@gulfcoastpaper.com		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Fc

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Program Identification Form are true and correct to the best of my personal knowledge have made no willful misrepresentations on this form, nor have I withheld any relev statements and answers to questions. I am aware that any information given by me o Small Business Preference Program Identification Form may be investigated and I permission for any such investigation, including the inspection of business records an its authorized representative. I fully acknowledge that any misrepresentations or omiss and information may cause my offer to be rejected or contract to be terminated. I furt providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Rick Moench

(Print Name) Authorized Representative of Bidder/Respondent

Rick Moench

(Signature) Authorized Representative of Bidder/Respondent

Sales Representative

Title

11-13-2015

Date

This Veteran-Owned Small Business Program Tracking Form must be subn Bidder/Respondent's bid/proposal.

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Annual Contract for Trash Liners - Citywide*

RESPONDENT NAME: Rick Moench - Gulf Coast Paper Co.

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: Gulf Coast Paper Co. SAePS Vendor #: V1014942	$ 250,000.00 +	100 %	N/A SCTRCA #:	Trashliners - Citywide

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	

*** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.*

Sub: / SAePS Vendor #:	$	%	SCTRCA #:	
Sub: / SAePS Vendor #:	$	%	SCTRCA #:	
Sub: / SAePS Vendor #:	$	%	SCTRCA #:	
Sub: / SAePS Vendor #:	$	%	SCTRCA #:	
Sub: / SAePS Vendor #:	$	%	SCTRCA #:	
A.Total Prime Participation:	$ 250,000.00 +	100 %	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$	%	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$	%	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$	%	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: Rick Moench, Gulf Coast Paper Co. Sign: Rick Moench Title: Sales Representative

Date: 11-13-2015

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: Ø %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: Trashliners - Citywide / NO: 6100006659

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Gulf Coast Paper Co.	
Physical Address:	3205 Houston Hwy	
City, State, Zip Code:	Victoria, TX 77903	
Phone Number:	361-576-1237	
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 36 in Victoria		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	Gulf Coast Paper Co.	
Physical Address:	8655 N.E. Loop 410	
City, State, Zip Code:	San Antonio, TX. 78219	
Phone Number:	210-225-2624	
Email Address:	rmoench@gulfcoastpaper.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 26		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Rick Moench

(Print Name) Authorized Representative of Bidder / Respondent

Rick Moench

(Signature) Authorized Representative of Bidder / Respondent

Sales Representative

Title

11-13-2015

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

Rick Moench

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

I occasionally meet with City dept. custodial staff to show & demonstrate janitorial supplies as a sales representative for Gulf Coast Paper Co. This is the extent of my relationship with City employees.

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

None

7

Rick Nowak
Signature of person doing business with the governmental entity

11-13-2015
Date

Adopted 01/01/2006

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

Rick Moench

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Gulf Coast Paper Company

2a **Business Contact information for Company listed above.**

Business Address: 8655 N.E. Loop 410, San Antonio, TX 78217

Phone: 210-225-2604

Email: rmoench@gulfcoastpaper.com

3 **Bid Name or Description of Service**

City-wide / Trash Liners

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

NA

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

Mailing Address: **Office of the City Clerk**
P.O.Box 839966
San Antonio, TX 78283-3966

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

GR.1000-43.LEGAL.VERIFY.Conflict of Interest Addendum
Rev.2013-1 12/19/13

✓ #2

BERRY PLASTICS CORPORATION AND SUBSIDIARIES

BIG CITY®

Specs

CLEAR RECYCLED CONTENT LINERS

SCOPE: This report covers Berry Plastics' Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Big City liners are manufactured from a heavy content of select recycled polyethylene. Reprocessed content varies, depending on the specific gauge. Liners < 1.0 mil have a minimum content of 30%. Gauges 1.0 to 1.5 mil 50% minimum and >1.5 mil minimum of 70% reprocessed materials. To insure uniform strength throughout, the liners are constructed with Tuff-Star "star-type" double bottom seals only (<1.8 mil) and liners are all tubular construction (no side seals). Thicker liners are manufactured with lay flat seals and no side seals. All seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact (gms)	ASTM D 1709	90 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	120 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	150 gms/mil
Static Load (lbs)	GSA 1668 C	100 lbs/mil
Tensile (psi) MD	ASTM D 882	3000
Tensile (psi) TD	ASTM D 882	2000
Break Strength MD	ASTM D 882	3.8 lbs/mil
Break Strength TD	ASTM D 882	2.6 lbs/mil
Elongation (%) MD	ASTM D 882	350
Elongation (%) TD	ASTM D 882	450

TOLERANCES: Width and Length Tolerances: ± 1/2 inches. Gauge (Thickness) Tolerance: ± 20% at any one point.

PACKAGING: Case pack liners are stack-folded and placed in corrugated cartons with 200 lb/in^2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

IBERIA PLASTICS CORPORATION AND SUBSIDIARIES

LEADERSHIP BY DESIGN

RHINO-X® Specs

HIGH DENSITY POLYETHYLENE CAN LINERS

SCOPE: This report covers specifications for High Molecular Weight High Density Polyethylene liners intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Liners shall be manufactured of 100% premium grade High Molecular Weight-High Density Polyethylene Resins (melt index .055; density .950 g/cm^3) featuring superior puncture resistance. To ensure uniform strength throughout, the liners shall be constructed with Tuff-Star "star-type" seals. No side seals shall be accepted. Seals shall be designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

Physical Property Information

PROPERTY	TEST METHOD	MICRON 6	8	10	12	14	16	22	24
Dart Impact (gms)	ASTM D 1709	90	120	130	140	160	190	260	285
Tensile (psi) MD	ASTM D 882	10000	10000	10000	10000	10000	10000	10000	10000
Tensile (psi) TD	ASTM D 882	6000	6000	6000	6000	6000	6000	6000	6000
Tensile (lbs) MD	ASTM D 882	3.00	3.10	3.16	3.58	6.00	6.90	8.10	8.87
Tensile (lbs) TD	ASTM D 882	1.52	1.65	1.76	2.92	3.31	4.47	6.25	6.87
Elongation (%) MD	ASTM D 882	245	260	280	290	335	400	582	640
Elongation (%) TD	ASTM D 882	350	400	450	550	600	650	676	743
Elmendorf Tear (gms) MD	ASTM D 1922	4	4.5	5	7	9	10	18	20
Elmendorf Tear (gms) TD	ASTM D 1922	88	89	90	92	105	161	200	200
Static Load Dry (lbs)	GSA 1668 C	51	55	60	86	132	145	156	160
Static Load Wet (lbs)	GSA 1668 C	54	60	65	92	106	135	143	149

Width and Length Tolerances: ±0.5 Inches
Gauge (Thickness) Tolerance: ±10% overall; ±20% at any one point

MD indicates Machine Direction; TD indicates Transverse Direction

PACKAGING: Case pack liners shall be wound as coreless bags on a roll and placed in corrugated cartons with 275 lb/in^2 burst test rating. Cartons shall have a "dispenser opening" to allow bags to be removed without opening the carton lid. Liners shall be stacked in carton in such a manner to facilitate "one-at-a-time" dispensing. Convenience Pack liners (roll pack) are serrated for easy tear-off, wound on rolls, and placed in corrugated cartons of 175 lb/in^2 burst test. Cartons are designed to dispense one liner at a time from roll. All rolls are wound on 13_" by 1½" (inner dimension) cores which extend the full width of the box to facilitate use with rack dispensers.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, grade, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag/roll puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

BERRY PLASTICS CORPORATION AND SUBSIDIARIES

LEADERSHIP BY DESIGN

Steel Flex
LLDPE TRASH CAN LINERS

MATERIALS AND CONSTRUCTION: Berry Plastics' polyethylene stock can liners are constructed of virgin linear low density polyethylene (melt index ≤ 1.0; density ≤ .927 g/cm^3). To ensure uniform strength, seals are constructed in a manner that produces uniform strength equal to that of the material from which the bags are manufactured. Physical properties, specific test methods, and typical values are listed in the following table.

PHYSICAL PROPERTY	TEST METHOD	L	M	H	X	X2C	X3C
Tensile (psi) MD	ASTM D 882	3000	3000	3000	3400	3400	3400
Tensile (psi) TD	ASTM D 882	2000	2000	2000	3000	3000	3000
Tensile (lbs) MD	ASTM D 8821.0	1.4	2.4	2.5	2.8	3.2	4.4
Tensile (lbs) TD	ASTM D 8820.5	1.0	1.5	2.0	2.5	2.9	3.9
Elongation (%) MD	ASTM D 882400	440	500	550	590	640	750
Elongation (%) TD	ASTM D 882390	575	585	605	650	675	760
Elmendorf Tear (gms) MD	ASTM D 192278	130	156	248	314	429	
Elmendorf Tear (gms) TD	ASTM D 1922260	370	390	443	668	880	
Hang Test (lbs)	STP 2173 35	50	65	80	100	115	145
Static Load	GSA 1668 C 16	42	47	68	80	95	130
Dart Impact (gms)	ASTM D 170960	100	120	225	285	390	

Width and Length Tolerances: ± 0.5 inches
Gauge (Thickness) Tolerance: ± 10% overall; ± 20% at any one point

MD indicates Machine Direction; TD indicates Transverse Direction

PACKAGING: Coreless Pack liners (roll pack) are serrated for easy tear-off, wound on rolls, and placed in corrugated cartons of 44ECT board grade. Cartons are designed to dispense one liner at a time from roll.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, grade, color, and count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, and initials of machine operator and bag/roll puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, or extraneous matter, which might impair their function or use.

BERRY PLASTICS CORPORATION
AND SUBSIDIARIES

BIG CITY®
Specs

BLACK RECYCLED CONTENT LINERS

SCOPE: This report covers Berry Plastics' Linear Low Density Polyethylene Recycled Plastics product line intended for use as general purpose trash containers and/or as liners for wastebaskets, garbage cans, janitor carts, drums, and similar applications.

MATERIALS AND CONSTRUCTION: Big City liners are manufactured from a heavy content of select recycled polyethylene. Reprocessed content varies, depending on the specific gauge. Liners < 1.0 mil have a minimum content of 30%. Gauges 1.0 to 1.5 mil 50% minimum and >1.5 mil minimum of 70% reprocessed materials To ensure uniform strength, seals are constructed in a manner that produces uniform strength equal to that of the material from which the bags are manufactured. All seals are designed to have no less than 100% of the strength of the raw material from which the liners are manufactured. Physical properties, specific test methods, and typical values for select sizes are listed in the following table.

PHYSICAL PROPERTY INFORMATION

PROPERTY	TEST METHOD	MINIMUM PROPERTIES
Dart Impact (gms)	ASTM D.1709	65 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	80 gms/mil
Elmendorf Tear (gms) MD	ASTM D 1922	150 gms/mil
Static Load (lbs)	GSA 1668 C	100 lbs/mil
Tensile (psi) MD	ASTM D 882	3000
Tensile (psi) TD	ASTM D 882	2000
Break Strength MD	ASTM D 882	3.8 lbs/mil
Break Strength TD	ASTM D 882	2.6 lbs/mil
Elongation (%) MD	ASTM D 882	350
Elongation (%) TD	ASTM D 882	450

PACKAGING: Coreless Pack liners (roll pack) are serrated for easy tear-off, wound on rolls, and placed in corrugated cartons of 44ECT board grade. Cartons are designed to dispense one liner at a time from roll.

IDENTIFICATION: All cartons are clearly marked with the following: stock number, size, color, count, gallon capacity, film weight, gauge, and responsibility statement (ie. the manufacturer's name and address). In addition, all cartons are stenciled with the following information: date and shift of manufacture, machine number, initials of machine operator, and initials of bag puller.

APPEARANCE: The liners are uniformly made, free from pinholes, tears, creases, cuts, wrinkles, extraneous matter, or other visual defects which might impair their function or use.

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information
Please Print or Type

Vendor ID No.	74-1533700-9
Signer's Name	Rick Moench
Name of Business	Gulf Coast Paper Co.
Street Address	8655 N.E. Loop 410
City, State, Zip Code	San Antonio, Tx. 78219
Email Address	rmoench@gulfcoastpaper.com
Telephone No.	210-547-2101
Fax No.	210-339-9609
City's Solicitation No.	6100006659

Rick Moench

Signature of Person Authorized to Sign Bid

ATTACHMENT A – Price Schedule Section 1 – Catalog Discounts by Category

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Bidders must complete Section I, Catalog Discounts by Category, pertaining to discount being offered, name of catalog and publication date of catalog. Prices entered in Section II, Market Basket Pricing Worksheet, must reflect the actual price derived from the list price/catalog less the percentage discount being offered. Vendor must submit catalog/price list with their bid submission, along with the discount quoted, will be used to complete the full range of items.

Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable.

CATEGORY 1 - TRASH LINERS: EXAMPLE

Typical products ordered from this section may include, but are not limited to trash can liners.

1. Catalog % Discount Offered 50%

2. Name of Catalog ABC Janitorial Supplies

Catalog Publication Date January 2015

CATEGORY 1 - TRASH LINERS:

Typical products ordered from this section may include, but are not limited to trash can liners.

1. Catalog % Discount Offered 39 %

2. Name of Catalog GCPC

Catalog Publication Date 11-1-2015

ORDER PLACEMENT INFORMATION:

Bidder shall indicate preferred method for which the City departments are to place orders:
Orders shall be placed via: (check all that apply)

Phone: 225-2624 Fax: 229-9609 Email: myorder@gulfcoastpaper.com

Contact Person: Terri Campbell

Prompt payment Discount 2 % 10 days. (If no discount is offered, Net 30 will apply)

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

1. Column A: The "Estimated Annual Quantity" is based on the unit of measure used in the "No./Unit" column, where "/" means "per". Example: The estimated annual usage for "200 cases at 150/case for a total quantity of 30,000 bags.
2. Columns B, C, D, E: Enter the Bidder Part Number, Manufacturer Part Number, Manufacturer Name, and Description of the item being offered. If you propose an alternate, it must be of equal or better quality than the item identified in the "Item Description" column.
3. Column F: Enter the Catalog List Price from the published catalog being offered. The Catalog List Price must not exceed two digits to the right of the decimal point. Example: $11.25 is acceptable. $11.259 is not acceptable.
4. Column G: Enter the Proposed % Discount from the published catalog being offered for this item. The proposed discount percentage must be the same for this item regardless of packaging size.
5. Column H: Enter the Contract Price for this item. The Contract Price is the Catalog List Price minus the Proposed Discount. This is the Unit that the product will be sold in (example: case)
6. Column I: Enter the Unit of Measure of the proposed item. This column will verify that the packaging is equivalent to the unit of measure used in the column "No./Unit".
(Example: If the product is sold by the case and there are 6 packages per case, this number is 6)
7. Column J: Enter the quantity contained in each Unit of Measure of item proposed. This column will verify that the packaging of the proposed item is equivalent to the item identified in the "Item Description" column.
The intent is to compare same product in an each price vs a case price due to variations in packaging, 150 ea per case versus 145 ea per case by each rather than case price.
8. Column K, L, M: Enter the Catalog Name, Catalog Publication Date, and Page Number of the proposed item.
9. Column N: This is the price of the contract price (H) divided by the quantity per unit of measure (J).
10. Insert Bidder Name Below:

NOTE: GREYED-OUT FIELDS CANNOT BE EDITED.

ALTERNATE BID ALL SAME EXCEPT LAST ITEM #34

Item Number	Item Description	No./Unit	Manufacturer Part Number	Estimated Annual Quantity (A)	Bidder Part Number of Product being Offered (B)	Manufacturer Part Number of Product being Offered (C)	Manufacturer Name of Product being Offered (D)	Description of Product being Offered (E)	Catalog List Price (F)	Proposed % Discount (G)	Contract Price (H)	UOM of Product being Offered (I)	Quantity per UOM (J)	Catalog Name (K)	Catalog Publication Date (L)	Page # (M)	Price per broken down UOM (N)	
EXAMPLE	liner, 41x48, black, 2 mil, 150/case	case	Z Supplies SKU 494949	200	Z SUPPLIES 494949	ABC PLASTIC PRODUCTS IN34249	ABC PLASTIC PRODUCTS	liner, black 2mil, 41x48	$45.00	90%	$4.50	PCASE	150	Z Supplies	Fall 2015	pg 23	$ 0.03	
CATEGORY 1: TRASH LINERS Typical products ordered from this section may include, but are not limited to trash can liners																		
1	Trash Liner, 33x39, Black, 1.5 mil, 4 coreless rolls of 25 per case, Blended LLDPE	case	Berry Plastics PGR3339X3B	6500	3339X3BR	pgr3339x3b	BERRY	AS SPECIFIED	$28.77	47%	$14.19	CASE	100	GCPC	11/1/2015	4	$ 0.14	
2	Trash Liner, 33x39, Black, 2.0 mil, 5 coreless rolls of 20 per case, Blended LLDPE	case	Berry Plastics PGR3339X5B	160	3339X5BR	pgr3339x5b	BERRY	AS SPECIFIED	$35.85	47%	$19.00	CASE	100	GCPC	11/1/2015		$ 0.19	New item not yet set up in catalog
3	Trash Liner, 38x58, Black, 2.0 mil, 10 coreless rolls of 10 per case, Blended LLDPE	case	Berry Plastics PGR3858X5B	200	3858X5BR	pgr3858x5b	BERRY	AS SPECIFIED	$61.44	47%	$32.56	CASE	100	GCPC	11/1/2015		$ 0.33	New item not yet set up in catalog
4	Trash Liner, 38x58, Green, 1.2 mil, degradable, 5 coreless rolls of 20 per case, LLDPE	case	Berry Plastics LBR3858X2D	2600	3858X2D	lbr3858x2d	BERRY	AS SPECIFIED	$40.92	44%	$22.92	CASE	100	GCPC	11/1/2014	4	$ 0.23	
5	Trash Liner, 38x58, black, .9 mil, 5 coreless rolls of 20 per case, Blended LLDPE	case	Berry Plastics LBR3858X9	6000	3858X9CR	lbr3858x9	BERRY	AS SPECIFIED	$29.49	49%	$15.04	CASE	100	GCPC	11/1/2015	4	$ 0.15	
6	Trash Liner, 38x58, black, 1.7 mil,5 coreless rolls of 20 each per case, Blended LLDPE	case	Berry Plastics LBR3858X4B	1050	3858X4B	LBR3858X4B	BERRY	AS SPECIFIED	$55.94	48%	$29.09	CASE	100	GCPC	11/1/2015	4	$ 0.29	

Attachment A - Price Schedule Section II - Market Basket

Item Number	Item Description	UOM No Abbr	Manufacturer Part Number	Estimated Annual Quantity (A)	Supplier Part Number of Product being Offered (B)	Manufacturer Part Number of Product being Offered (C)	Manufacturer Name of Product being Offered (D)	Description of Product being Offered (E)	Catalog List Price (F)	Proposed % Discount (G)	Contract Price (H)	UOM of Product being Offered (I)	Quantity per UOM (J)	Catalog Name (K)	Catalog Publication Date (L)	Page # (M)	Price per broken down UOM (N)
EXAMPLE	liner, 43x48, black, 2 mil, 150/case	case	Z Supplier SKU 44444 434848	200	Z SUPPLIES 444444	ABC PLASTIC PRODUCTS 444444	ABC PLASTIC PRODUCTS	Liner, black 2mil, 43x48	$45.00	30%	$4.50	CASE	150	Z Supplier	Feb 2015	pg 58	0.03
7	Trash Liner, 33x40, clear, 16 mic, HI-D, 10 coreless rolls of 25 per case, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR334016N	700	334016	HR334016N	BERRY	AS SPECIFIED	$38.74	56%	$17.06	CASE	250	GCPC	11/1/2015	4	$ 0.07
8	Trash Liner, 24X23, 1.0 mil, black, 7-10 gal, 10 coreless rolls of 50ea per case, blended LLDPE	case	Berry Plastics PGR2423XB	650	2423XBCR	PGR2423XB	BERRY	AS SPECIFIED	$53.43	58%	$22.44	CASE	500	GCPC	11/1/2015	3	$ 0.04
9	Trash Liner, 38x58, Black, 1.5 mil, 10 coreless rolls of 10 ea/case, blended LLDPE	case	Berry Plastics PGR3858X3B	200	3858X3B	PGR3858X3B	BERRY	AS SPECIFIED	$45.79	47%	$24.27	CASE	100	GCPC	11/1/2015	4	$ 0.24
10	Trash Liner, 36x58, black, 2.0 mil, 5 coreless rolls of 15 each per case, LLDPE	case	Berry Plastics LBR3658X5B	75	3658X5BCR	LBR3658X5B	BERRY	AS SPECIFIED	$46.72	48%	$24.29	CASE	75	GCPC	11/1/2015	4	$ 0.32
11	Trash Liner, 24x33 6 mic, 12-16 gal, NAT HI-D, CAN LINERS 20 coreless rolls of 50 per case, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR243308N	75	24336	HR243308N	BERRY	AS SPECIFIED	$60.88	58%	$22.30	CASE	1000	GCPC	11/1/2015	4	$ 0.02
12	Trash Liner, 40x48, 16 mic, Natural, 40-45 gal, 10 coreless rolls of 25ea per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR404814N	75	404814	HR404814N	BERRY	AS SPECIFIED	$60.19	56%	$22.08	CASE	250	GCPC	11/1/2015	4	$ 0.09
13	Trash Liner, 33x40, black, 22 mic, 33 gallon, 10 coreless rolls of 25 ea per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR334022B	50	T334022C	HR334022B	BERRY	AS SPECIFIED	$53.88	56%	$24.25	CASE	250	GCPC	11/1/2015	5	$ 0.10
14	Trash Liner, 33x39, black, 1.7 mil, 5 coreless rolls of 20 each per case, LLDPE	case	Berry Plastics LBR3339X4B	60	3339X4B	LBR3339X4B	BERRY	AS SPECIFIED	$32.62	48%	$16.96	CASE	100	GCPC	11/1/2015	4	$ 0.17
15	Trash Liner, 38x60, natural, 16 mic, 5 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR386016N	50	386016	HR386016N	BERRY	AS SPECIFIED	$50.74	53%	$23.85	CASE	200	GCPC	11/1/2015	4	$ 0.12
16	Trash Liner, 38x60, black, 19 mic, 5 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR386019B	5	386019B	HR386019B	BERRY	AS SPECIFIED	$54.14	54%	$29.50	CASE	200	GCPC	11/1/2015	4	$ 0.15
17	Trash Liner, 30x37, natural, 10 mic, 20 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR303710N	5	303710	HR303710N	BERRY	AS SPECIFIED	$41.00	52%	$19.68	CASE	500	GCPC	11/1/2015	4	$ 0.04
18	Trash Liner, 41x54, natural, 16 mic, 5 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR415416N	5	415416W	HR415416N	BERRY	AS SPECIFIED	$52.12	52%	$25.02	CASE	200	GCPC	11/1/2015	4	$ 0.13
19	Trash Liner, 43x48, natural, 14 mic, 5 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR434814N	5	434814	HR434814N	BERRY	AS SPECIFIED	$42.98	52%	$20.63	CASE	200	GCPC	11/1/2015	4	$ 0.10
20	Trash Liner, 40x48, black, 22 mic, 5 coreless rolls of 25 each per case, HI-D, Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR404822B	30	T404822C	HR404822B	BERRY	AS SPECIFIED	$48.96	55%	$21.13	CASE	150	GCPC	11/1/2015	5	$ 0.14
21	Trash Liner, 36x58, white, 60 gal, .74 mil, 5 coreless rolls of 25 ea per case, star seal, sand flex, LLDPE-HAO, super banana	case	Berry Plastics LSR3658XW	30	3658XW	LSR3658XW	BERRY	AS SPECIFIED	$25.49	40%	$15.29	CASE	100	GCPC	11/1/2015	4	$ 0.15

Attachment A - Price Schedule Section II - Market Basket

Item Number	Item Description	No. & Unit	Manufacturer Part Number	Estimated Annual Quantity (A)	Bidder Part Number of Product being Offered (B)	Manufacturer Part Number of Product being Offered (C)	Manufacturer Name of Product being Offered (D)	Description of Product being Offered (E)	Catalog List Price (F)	Proposed % Discount (G)	Contract Price (H)	UOM of Product being Offered (I)	Quantity per UOM (J)	Catalog Name (K)	Catalog Publication Date (L)	Page # (M)	Price per broken down UOM (N)	
EXAMPLE	*liner, 43x48, black, 2 mil, 150/case*	*case*	*Z Supplies SKU #44444 #444443*	*200*	*Z SUPPLIES #444444*	*ABC PLASTIC PRODUCTS #444443*	*ABC PLASTIC PRODUCTS*	*Liner, black 2mil, 43x48*	*$45.00*	*90%*	*$4.50*	*CASE*	*150*	*Z Supplies*	*Fall 2015*	*pg 39*	0.03	
22	Trash Liner, 38x58, clear, 60 gal, 1.1 mil, 5 coreless rolls of 20 ea per case, star seal, steel flex, LLDPE-HAO, super hexene	case	Berry Plastics LBR3858X1C	5	3858C	LBR3858X1C	BERRY	AS SPECIFIED	$38.02	40%	$22.81	CASE	100	GCPC	11/1/2015	4	$ 0.23	
23	Trash Liner, 43x47, black, 55 gal, .95 mil, 4 coreless rolls of 25 ea per case, star seal, steel flex, LLDPE-HAO, super hexene	case	Berry Plastics LBR4347HB	500	47BLR	LBR4347HB	BERRY	AS SPECIFIED	$20.58	44%	$11.52	CASE	100	GCPC	11/1/2015	4	$ 0.12	
24	Trash Liner, 24x23, green, 4 mil, 7-10 gallon, degradable, 20 coreless rolls of 50 per case, LLDPE	case	Berry Plastics LBR2423LD	25	2423LD	LBR2423LD	BERRY	AS SPECIFIED	$36.72	44%	$20.56	CASE	1000	GCPC	11/1/2015	3	$ 0.02	
25	Trash Liner, 38x63, black, 2.7 mil, drum liner, 1 cored roll of 50 per case, LLDPE	case	Berry Plastics LBO3863X5B	25	63BL	LBO3863X5B	BERRY	AS SPECIFIED	$48.08	46%	$25.96	CASE	50	GCPC	11/1/2015	4	$ 0.52	
26	Trash Liner, 37x46, black, 1.3 mil, 5 coreless rolls of 20 each per case, LLDPE	case	Berry Plastics LBR3748X2B	15	3748X2B	LBR3748X2B	BERRY	AS SPECIFIED	$34.36	46%	$17.87	CASE	100	GCPC	11/1/2015	4	$ 0.18	
27	Trash Liner, 38x58, clear, .9 mil, 5 coreless rolls of 20 each per case, LLDPE	case	Berry Plastics LBR3858XC	10	3858XCCR	LBR3858XC	BERRY	AS SPECIFIED	$29.21	43%	$16.65	CASE	100	GCPC	11/1/2015	4	$ 0.17	
28	Trash Liner, 33x48, black, 2.0 mil, 5 coreless rolls of 20 per case, blended LLDPE	case	Berry Plastics PGR3348X5B	10	3348X5B	PGR3348X5B	BERRY	AS SPECIFIED	$43.81	42%	$25.47	CASE	100	GCPC	11/1/2015	4	$ 0.25	
29	Trash Liner, 23x32, 13 gallon, clear, .8 mil, 10 coreless rolls of 50 each per case, stretch fit, LLDPE-HAO, super hexene	case	Berry Plastics SFR13TOFFC	10	13TOFFC	SFR13TOFFC	BERRY	AS SPECIFIED	$41.28	39%	$25.18	CASE	500	GCPC	11/1/2015	3	$ 0.06	
30	Trash Liner, 33x44, 32 gallon, clear, .95 mil, 6 coreless rolls of 25 each per case, stretch fit, LLDPE-HAO, super hexene	case	Berry Plastics SFR32ROUNDC	5	32ROUNDC	SFR32ROUNDC	BERRY	AS SPECIFIED	$35.70	39%	$21.78	CASE	150	GCPC	11/1/2015	4	$ 0.15	
31	Trash Liner, 43x47, 55 gallon, black, 2.0 mil, 10 coreless rolls of 10ea per case, star seal	case	Berry Plastics LBR4347X5B	500	4347X5B	LBR4347X5B	BERRY	AS SPECIFIED	$60.72	50%	$30.36	CASE	100	GCPC	11/1/2015		$ 0.30	New item not yet set up in catalog
32	Trash Liner, 37x46, top draw string, black, 1.4 mil, 44 gal, 10 interfoal rolls of 10 ea per case, seamless bottom, top draw - LLDPE	case	Berry Plastics TD3746XB	50	TD3746XB	TD3746XB	BERRY	AS SPECIFIED	$67.71	46%	$29.43	CASE	100	GCPC	11/1/2015		$ 0.29	New item not yet set up in catalog
33	Trash Liner, 37x46, natural, 12 mic, 10 coreless rolls of 25 each per case, TR-D Rhino X, star seal, HMW-HDPE	case	Berry Plastics HR374612N	5	374612	HR374612N	BERRY	AS SPECIFIED	$37.79	51%	$18.52	CASE	250	GCPC	11/1/2015	4	$ 0.07	
34	Recycling Bag, 40x46, 1.1 mil, LLDPE, clear bag, blue letter "RECYCLE" and blue logo on both sides	each	Clearstream PN CS-CRLD2	80	SARECYCLE	SARECYCLE	BERRY	40x46" 1.1mil clear black logo&print one side	$63.82	50%	$31.91	CASE	100	GCPC	11/1/2015		$ 0.32	New item not yet set up in catalog