

BID NUMBER PA-02607  
TO: CITY OF LONG BEACH  
CITY MANAGER

ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**  
**FURNISH AND DELIVER RECYCLED**  
**AND NON-RECYCLED CUSTODIAL**  
**PAPER PRODUCTS**

CONTRACT NO. 30229

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: La Palma CA. ON THE 21 DAY OF JUNE, 2007.  
CITY STATE MONTH

COMPANY NAME: Unisource TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 20 Centerpointe DR #120 La Palma STATE: CA ZIP: 90623

PHONE: 866-760-7175 FAX: 770-659-4803

S/ [Signature] AVP  
(SIGNATURE) (TITLE)

MITCHELL SAGOWITZ SAGOWMOLA@UNISOURCELINK.COM  
(PRINT NAME) (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature] 9/17/07  
Director of Financial Management Date

APPROVED AS TO FORM 9/7, 20 07.  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

UNISOURCE WORLDWIDE, INC.

Assistant Secretary's Certificate


Bid Delegation

I, Kimberly D. Holladay, Assistant Secretary of Unisource Worldwide, Inc., a Delaware corporation ("Unisource"), do hereby certify that:

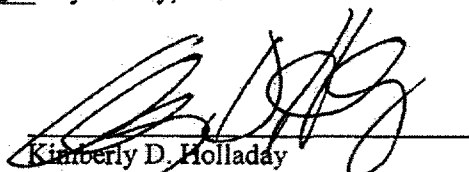
1. Pursuant to the Delegation of Authority approved by the Board of Directors of Unisource Worldwide, Inc. ("Unisource"), a Delaware corporation, on May 18, 2005, employees and officers of Unisource who hold the following positions are authorized to sign and submit any bids or execute contracts awarded in response to such bids within the following dollar limits set forth opposite such positions:

Up to \$1,000,000      - Area Vice President - Sales Supply

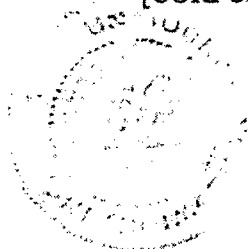
2. The person named below as of the date hereof, holds the position set forth opposite his name.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mitchell Sagowitz	Area Vice President - Sales Supply	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Unisource Worldwide, Inc. this 23<sup>rd</sup> day of July, 2007.

  
\_\_\_\_\_  
Kimberly D. Holladay  
Assistant Secretary

[CORPORATE SEAL]



**Tom Pitera**  
President  
Packaging/Facility Supplies

Helen Walsh  
Executive Assistant

**Steve Topor**  
SVP  
Facility  
Supplies

Area  
VP's

**Darin Tang**  
SVP  
Packaging

Area  
VP's

VP  
Corrugated

VP  
Pkg. Systems

**Gary Miller**  
VP  
National  
Accounts

NA Director  
Facility  
Supplies

NA Director  
Packaging

**Tim O'Connor**  
SVP  
Sourcing &  
Marketing

Category  
Managers

Marketing  
Directors

Field  
Merchandisers

Unimill  
Desk

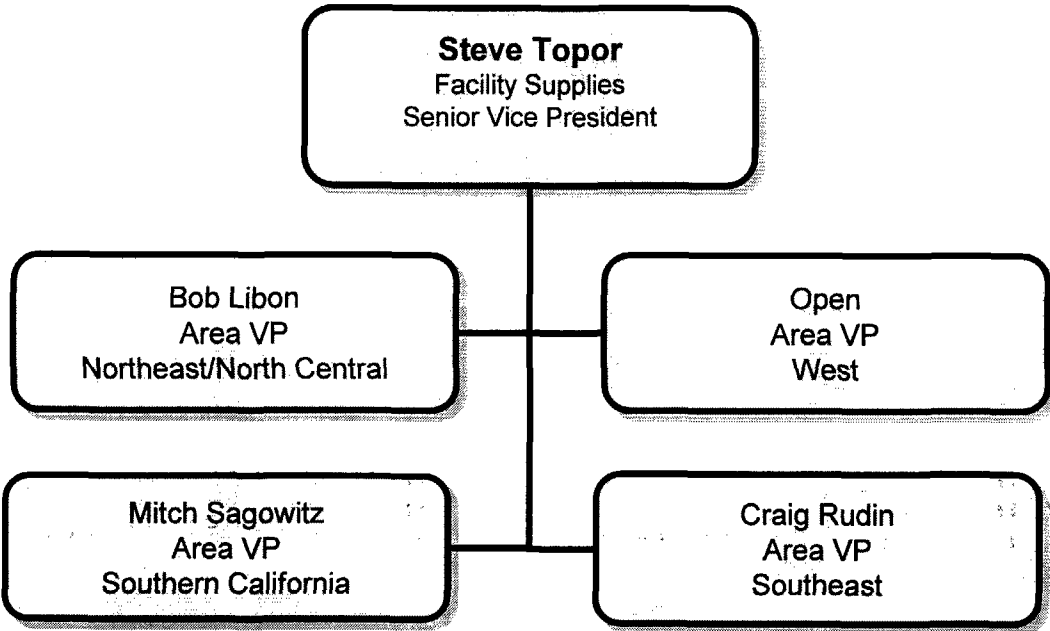
**Steve Rakoczy**  
VP  
Customer  
Service

Center  
Managers

**Debbie Grigg**  
Director  
Inside Sales

**John Hackett**  
Director  
Process  
Improvement

# Facility Supplies



**BID NUMBER PA-02607**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of California  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

---

- PARTNER(S)       LIMITED  
                                   GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.





**INSTRUCTIONS TO BIDDERS**

**17. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES   X   NO       

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**18. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

### CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

## CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

## CONTRACT – GENERAL CONDITIONS

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

## CONTRACT – GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FCS) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FCS) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## SPECIFICATIONS

### ADDENDUM

Contractors are responsible for and shall check the purchasing web page at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addenda incorporated into this bid. Contractor must download bid specifications and addenda from the City's website. Failure to include the addenda with the bid will cause the bid to be rejected.

### CONTRACT PERIOD

The contract period is twelve months from the date of award or from the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each, in accordance with terms and conditions stated herein. It is agreed that, if the City intends to exercise its extension option for the two additional one-year periods, the City shall so notify the Contractor 130 days prior to the expiration date of the then current term.

The City will meet with the Contractor annually to determine if cost increases will be allowed after the first year. If the City agrees to a cost increase, it will not be more than the annual change in the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County, CA area published by the Bureau of Labor Statistics of the U.S. Department of Labor. The City reserves the right to accept or reject any proposed price increases, and cancel the renewal notice if the price increases are not acceptable.

**No price increases will be allowed during the first twelve-month contract period.** Notwithstanding the foregoing the City and the Contractor may agree to a price increase during the first twelve-month contract period only in the event of a governmental or other act or event beyond either party's control that directly impacts the prices quoted in this bid by the Contractor. Any such price increase shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

### FUTURE AMENDMENTS

The City reserves the right to amend terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract executed by the Contractor and the City.

## SPECIFICATIONS

### BASIS OF AWARD

The City reserves the right to award portions of this bid to none or to one or more Contractors or to withdraw this bid at any time.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

Award may be made to different Contractors for all items listed in the bid section below, or on an "all or none" basis to one Contractor. Bidder must quote on all items, or the bid will be deemed not responsive.

In case of error in extension of unit prices, unit price shall govern. Quantities will not be considered in making this award. The award will be based on the unit prices given.

### EXTENSIONS

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

Price increase shall not exceed 10 % during first renewal. (Only mfg increase will apply supported by letter of increase by Mfg).

Price increase shall not exceed 10 % during second renewal. (Only Mfg increase will apply supported by letter of increase by Mfg).

### PRICING

Unit pricing shall remain firm during the first twelve-month period. Manufacturer's price increases will not be allowed nor paid by the City during the first twelve-month contract period.

If the Contract term is extended, unit prices may be increased at the time of renewal upon submission of evidence that the manufacturer's price has increased.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and City sales tax, and Federal excise tax.

### QUANTITIES

The quantities stated herein are an estimate only of the City's requirements. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the Contract period at the unit price(s) quoted.

SPECIFICATIONS

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL INFORMATION

Contractor must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause the bid to be deemed non-responsive if the City has no prior experience with the Contractor.

1. **Client References:** Contractor shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Contractor has provided similar items. The City intends to contact these customers to determine reliability, Contractor's performance, service and other information. (See attached)
2. **Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide contact information.  
All of our customer service persons have experience with City of Long Beach and each person is qualified to service City of Long Beach plus Joe Marcano Jr your Sales Territory Manager.

3. **Facility Location:** Contractor shall have a distribution center.

Address of the nearest distribution center or store:

13217 S. Figueroa St.

Los Angeles, CA. 90061

4. **Catalogs and Miscellaneous Purchases:** Contractor shall submit current catalogs and/or price lists with bid. The various City departments shall be authorized to purchase miscellaneous items up to a maximum of \$500 per order. The catalog shall be used to purchase items that are not specifically listed in the bid.

Catalog No. 2007, dated March 3, 2007 30 % discount

5. **Samples:** Contractor may be required to provide samples of bid items upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name and sample name/description and must meet specification requirements. Materials shall be subject to approval and acceptance by the City. **FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.** The City shall not be held responsible for damage to samples due to testing or otherwise.





**unisource**

La Palma, CA 90623  
P.O. Box 2279  
Buena Park, CA 90621  
[www.unisourcelink.com](http://www.unisourcelink.com)

**Customer Service Center**  
714 690-6600  
20 Centerpointe Dr. Ste. 130

City of Long Beach Bid #PA-02607

Supplemental Conditions Section

1) Client references

Orange Coast College  
1370 Adams Ave.  
Costa Mesa, CA. 92626  
Contact: Eric Conover  
Ph: 714-432-5590

Los Angeles Unified School District  
8525 Rex Road  
Pico Rivera, CA. 90660  
Contact: Suxie Wang  
Ph: 562-654-9311

State of Washington  
P.O. Box 41017  
Olympia, WA. 98504  
Contact: Connie Stacy  
Ph: 360-902-7400

Compton Unified School Dist.  
604 S. Tamarind Ave.  
Compton, CA 90220  
Contact: Purchasing  
Ph: 310-639-4321

Fontana U.S.D.  
9680 Citrus Ave., Bldg #26  
Fontana, CA 92335  
Contact Billie Rohwer Welzel  
Ph: 909-357-5000

SPECIFICATIONS

SUPPLEMENTAL CONDITIONS (continued)

LICENSE

Contractor must have City of Long Beach Business License and must obtain all required permits.

Long Beach Business License Number: 0517

\*Required upon notification of award.

Signature: *matth sequest*

## SPECIFICATIONS

### SCOPE

The City of Long Beach is seeking a supplier of custodial paper supplies, with whom to enter a contract. Contractor shall provide a variety of non-recyclable and recyclable materials, including but not limited to, toilet paper, seat covers and paper towels to various City of Long Beach department locations in accordance with the specifications in the Bid Section.

Contractor shall furnish Contract items as specified and shall not substitute a lesser quality of materials than was originally bid.

### DELIVERY SCHEDULE

#### DESK-TOP DELIVERY

"Desk-top-delivery" shall be made to locations as required by each using department. Purchase orders and deliveries are not restricted to one (1) delivery location. All locations are located within the City. Bulk shipments to one location will not be accepted.

#### DELIVERY TIME

Delivery shall be made within two (2) calendar days after receipt of order. The ability to deliver sooner may be a factor in award of bid.

#### DELIVERY

Prices quoted shall include all delivery and unloading charges to the City of Long Beach (each department). Delivery is desired in accordance with the specification. The City reserves the right to use delivery time as a consideration for award of bid.

#### MAINTENANCE OF ADEQUATE STOCK/INVENTORY

Contractor shall be required to maintain adequate stock to make deliveries in accordance with "scheduled order" shipments for each department and for emergency or fill-in orders as may be needed by the City. "Scheduled order" shipments may be established by each department at the beginning of the contract period. These "scheduled order" shipments may be altered at any time during the contract period.

The City may inspect Contractor's facilities to determine if sufficient inventory of all required materials are maintained in order to meet the City's required delivery schedule. City's evaluation of Contractor's site, after inspection, may be a factor in determination of award.

**SPECIFICATIONS**

**DELIVERY SCHEDULE** (continued)

**WILL CALL AND/OR OVERNIGHT DELIVERY**

Contractor shall be available during normal business hours, Monday through Friday, for delivery and/or will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and/or Overnight/Next Day Delivery must be provided by the Contractor.

What are your normal business hours? 2:30 a.m. - 5:30 p.m.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? YES X NO \_\_\_\_\_

Will you provide "Overnight" or "Next Day" delivery? YES X NO \_\_\_\_\_

**ON-LINE ORDERING**

Does your company currently have on-line ordering? YES X NO \_\_\_\_\_  
(Online pricing must be the same as the bid price or less.)

If the answer is no, does your company plan to have on-line ordering within the next twelve (12) months?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your company currently provides on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the bidder's on-line ordering (including the web address/URL). **Information enclosed with bid.**

**MINIMUM ORDERS**

No "minimum orders" are permitted. Bids indicating a minimum order will be rejected.

**MISCELLANEOUS ITEMS**

The City may purchase miscellaneous items not listed herein, from the Contractor, providing no purchase exceeds \$500.00.

SPECIFICATIONS

DELIVERY LOCATIONS

There will be a minimum of thirteen (13) delivery locations under this Contract. However, the City reserves the right to change, add, or delete a location at any time during the Contract period.

Each location may order materials for delivery approximately ten (10) times during the term of the contract. This may vary over time.

LOCATIONS

CITY HALL  
LOWER LEVEL  
333 W. OCEAN BLVD.  
LONG BEACH, CA 90802  
(562) 570-6358

FLEET SERVICES  
2600 TEMPLE ST.  
LONG BEACH, CA 90806  
(562) 570-5441

MAIN LIBRARY  
101 PACIFIC AVE.  
LONG BEACH, CA 90802  
(562) 570-6648

PARKS, RECREATION & MARINE  
7600 E. SPRING ST.  
LONG BEACH, CA 90815  
(562) 570-4886

POLICE DEPARTMENT  
100 LONG BEACH BLVD.  
LONG BEACH, CA 90802  
(562) 570-7349

ENVIRONMENTAL SERVICES BUREAU  
2929 E. WILLOW ST.  
LONG BEACH, CA 90806  
(562) 570-2854

WATER DEPARTMENT  
1841 E. 33<sup>rd</sup> ST.  
LONG BEACH, CA 90806  
(562) 570-2405

FIRE DEPARTMENT  
STOREKEEPER  
1465 PETERSON AVE.  
LONG BEACH, CA 90806  
(562) 570-1177

HARBOR DEPARTMENT  
925 HARBOR PLAZA  
LONG BEACH, CA 90802  
(562) 590-4192 x6284

HEALTH DEPARTMENT  
2525 GRAND AVE.  
LONG BEACH, CA 90815  
(562) 570-4024

PUBLIC SERVICE YARD  
1601 SAN FRANCISCO AVE.  
LONG BEACH, CA 90813  
(562) 570-2719

LONG BEACH AIRPORT  
4100 DONALD DOUGLAS DR.  
LONG BEACH, CA 90808  
(562) 570-2661

GAS AND OIL DEPARTMENT  
2400 E. SPRING ST.  
LONG BEACH, CA 90806  
(562) 570-2023

SPECIFICATIONS

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

CATALOG/PRICE LISTS

Contractor's current catalog and/or price lists shall be submitted with the bid (see Supplemental Information, pg. 13).

INVOICING

Contractor shall not invoice for goods, materials or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

METHOD OF BILLING

The Contractor shall submit original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative of a facility or sections of facilities. Said invoice shall include all required certifications and reports as specified herein. Billing invoice shall include Purchase Order Number and department or bureau name. The City will not make the monthly payments until it has received and approved such invoices. Contractor shall mail monthly original invoices to:

City of Long Beach  
Accounts Payable  
333 West Ocean Blvd., 6<sup>th</sup> Floor  
Long Beach, CA 90802

PURCHASING CARD

Will authorized City personnel be allowed to use the City of Long Beach Purchasing Card (commercial bank credit card) in lieu of Blanket Purchase Order (BPO) releases (Purchase Orders) if the City determines it to be more feasible?

YES   X   NO

## SPECIFICATIONS

### SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

### LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

### DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

## SPECIFICATIONS

### CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

### ALTERNATES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function and quality required. **If quoting an "equal" item, bidder shall submit all data supporting its claim that material or equipment is an "equal" at the time of bid submission.** Failure to provide supporting data may disqualify bid.

The phrase "or approved equal" means that the City Purchasing Agent or his designee shall make the determination, in his sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality and features as the brand name or product from a particular supplier.

### DATA SHEETS

If quoting an alternate item, a data sheet must be submitted with the bid. Failure to include technical information may disqualify bid.

### ENVIRONMENTAL REQUIREMENTS

#### RECYCLED PAPER

Contractor shall include (in appropriate column of "SUMMARY OF BID ITEMS" – SECTION "B") bids for recycled paper meeting the specifications. Paper towels and toilet tissue shall contain approximately 40% post-consumer waste and 60% recycled content. Post-consumer waste is defined as finished material, which would normally be disposed of as solid waste having completed its life cycle as a consumer item. The City reserves the right to always purchase quality, competitively-priced, recycled products.

**Samples:** **SAMPLES OF RECYCLED PAPER MAY BE REQUESTED.** Failure to provide samples within three (3) working days after request may disqualify bid. The City reserves the right to request a minimum of one (1) case of each item to determine acceptability of recycled paper. The City, in its sole and absolute discretion, shall make final determination whether or not recycled paper products are acceptable.



**BID SECTION**

**BID SECTION**

**BID TO PROVIDE CUSTODIAL PAPER PRODUCTS TO THE CITY OF LONG BEACH.**

---

WE ARE PLEASED TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

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**SALES TAX:** UNIT PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

**SUMMARY OF BID ITEMS**

PLEASE QUOTE PRICES FOR THE FOLLOWING **BID SECTIONS** FOR EACH CITY FACILITY.

**PAYMENT TERMS:** Net 30

**DELIVERY:** 1 - 2 days after receipt of order (If time shown is more than two (2) calendar days after receipt of order, bid may be rejected).

**BID SECTION**

**SUMMARY OF BID ITEMS**

**SECTION A: PAPER TOWELS, TOILET TISSUE, AND SEAT COVERS**

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT SIZE	BRAND OFFERED	UNIT SIZE QTY PER UNIT	UNIT PRICE
A1	PAPER TOWEL, C-FOLD for dispenser, size 10-1/4" x 13", 1 ply 150 towels/pack, 16 packs/case, Scott #1510, James River #241 or approved equal	8,500	CASE	KC #1510	200/pk/12pk/cs	16.60
				GP #20241	200/pk/12pk/cs	\$ 15.00
A2	PAPER TOWEL, ROLL, size 8" x 600' per roll, 12 rolls/case, Kimberly Clark #50600 or approved equal	100	CASE	KC #50606	8x600 r1/6r1/cs	24.80
				GP #26601	8x600 r1/6r1/cs	\$ 17.00
A3	PAPER TOWEL, INDUSTRIAL, in dispenser box, size 12" x 16-3/4", white, 150 towels/box, Scott #3160, Kimberly Clark Workhorse #41300 or approved equal	700	CASE	KC #41300	152/bx	15.05
				GP #20080/3	150/bx	\$ 14.40
A4	TOILET PAPER ROLL, size 4-1/2" x 4-1/2", 1 ply, 1,000 sheets/roll, 96 rolls/case, Fort Howard #145, James River #125, Scott #5102 or approved equal	900	CASE	KC #5102	1210 r1/80rls/cs	37.90
				GP #14580	1210 r1/80rls/cs	\$ 33.70
A5	TOILET PAPER ROLL, size 4-1/2" x 4-1/2", 1 ply, 1500 sheets/roll, Fort Howard Hytex #142, James River #018, or approved equal	1,500	CASE	GP #10018	1540/48	33.90
						\$
A6	TOILET PAPER ROLL, size 4-1/2" x 4", 2 ply, 605 sheets/roll, Scott # 4460, or approved equal	500	CASE	KC #4460	605 sh/r1	32.00
				GP #18280	80 r1/cs	\$ 30.10
A7	TOILET SEAT COVER, HALF FOLD, 250 covers/dispenser pack, 20 packs/case, James River #046 or approved equal	700	CASE	<u>Lifeguards</u>	<u>250/pk/20pk/cs</u>	<u>\$21.46</u>

**BID SECTION**

**SUMMARY OF BID ITEMS (continued)**

**SECTION B: EPA COMPLIANT/RECYCLED PAPER TOWELS, TOILET TISSUE, AND SEAT COVERS**

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT SIZE	BRAND OFFERED	UNIT SIZE.QTY PER UNIT	UNIT PRICE
B1	PAPER TOWEL, C-FOLD for dispenser, size 10-1/4" x 13", 1 ply 150 towels/pack, 16 packs/case, Scott #1510, James River #241 or approved equal	8,500	CASE	KC01999	120 pk/16pk/cs	16.50
				GP25190	240 pk/10pk/cs	<del>14.95</del>
				KC50606	8x600' r1/6r1/cs	24.80
B2	PAPER TOWEL, ROLL, size 8" x 600' per roll, 12 rolls/case, Kimberly Clark #50600 or approved equal	100	CASE	GP26301	8x800' r1/6r1/cs	17.40
						\$
B3	PAPER TOWEL, INDUSTRIAL, in dispenser box, size 12" x 16-3/4", white, 150 towels/box, Scott #3160, Kimberly Clark Workhorse #41300 or approved equal	700	CASE	KCL2047033	88/bx/10bx/cs	37.98
				GP29971 Brawny	80/bx/10bx/cs	\$33.86
B4	TOILET PAPER ROLL, size 4-1/2" x 4-1/2", 1 ply, 1,000 sheets/roll, 96 rolls/case, Fort Howard #145, James River #125, Scott #5102 or approved equal	900	CASE	KC5102	1210sh/r1/80rls/cs	37.90
				GP14580	1210sh/r1/80rls/cs	\$33.70
B5	TOILET PAPER ROLL, size 4-1/2" x 4-1/2", 1 ply, 1500 sheets/roll, Fort Howard Hytex #142, James River #018, or approved equal	1,500	CASE	GP19375 <i>2ply</i>	1500sh/r1/18rls/cs	34.83
B6	TOILET PAPER ROLL, size 4-1/2" x 4.05", 2 ply, 550 sheets/roll, GP Envision # 19880, or approved equal	500	CASE	KC4460	605sh/r1/80rls/cs	32.00
				GP19880	550sh/r1/80rls/cs	30.39
B7	TOILET SEAT COVER, HALF FOLD, 250 covers/dispenser pack, 20 packs/case, James River #046 or approved equal	700	CASE	GP47046 Safe T Gard	250/pk/20pk/cs	27.05
						\$

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001220997-04

**PRODUCER**  
MARSH USA, INC.  
3475 PIEDMONT ROAD, N.E.  
SUITE 1200  
ATLANTA OFFICE.CERTREQUEST@MARSH.COM  
TELEPHONE #404-995-3000  
FAX# 404-995-3333

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** ACE AMERICAN INSURANCE COMPANY
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

002946-UWWW-CAS-06-07

**INSURED**  
UNISOURCE WORLDWIDE, INC.  
6600 GOVERNORS LAKE PARKWAY  
NORCROSS, GA 30071

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below.  
THIS IS TO CERTIFY THAT POLICES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> \$300,000 SELF-INSURED RETENTION	XSLG21733404	05/15/07	05/15/08	GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ SELF-INSURED
					MED EXP (Any one person) \$ SELF-INSURED
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISAH08229697	05/15/07	05/15/08	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					<b>GARAGE LIABILITY</b>
					<input type="checkbox"/> ANY AUTO
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	WLR04445953A	02/01/07	02/01/08	EACH OCCURRENCE \$
					AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL. OTHER	WLR04445953A	02/01/07	02/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
CITY OF LONG BEACH IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY AS REGARDS THE LIABILITY ARISING OUT OF THE NEGLIGENCE OF UNISOURCE WORLDWIDE, INC. AND ITS SUBSIDIARIES OR AFFILIATED COMPANIES.

**CERTIFICATE HOLDER**

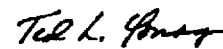
**CANCELLATION**

CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 WEST OCEAN BOULEVARD  
PLAZA LEVEL  
LONG BEACH, CA 90802

SHOULD ANY OF THE POLICES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Ted L. Young



MM1(3/02)

VALID AS OF: 06/21/07