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# **Short Form Purchase Agreement**

**CITY of YORBA LINDA**  
**SHORT FORM PURCHASE AGREEMENT**  
**JANITORIAL SUPPLIES FOR CITY FACILITIES**

This Contract Agreement ("Contract") is by and between the City of Yorba Linda, as "City", and **American Chemical and Sanitary Supply Company, Inc.**, as "Contractor". Contractor at all times shall remain as to the City a wholly independent contractor. The City and Contractor mutually agree as follows:

**Section 1:** Contractor agrees to sell the City the products as outlined in the Contractor's Proposal attached hereto as Exhibit A ("Proposal"). The quantity and timing of delivery and payment shall be as indicated in the Contractor's Proposal. The Products shall satisfy all City requirements and all applicable laws and regulations. Contractor agrees to furnish all materials, labor and incidentals to provide the Products to the City.

**Section 2:** City agrees to pay the Contractor the not-to-exceed amount of **\$300,000.00** (the "Contract Amount") for the Products, as outlined in Exhibit A. The Contract Amount is full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. The Contract Amount covers all expenses and all unforeseen difficulties, suspension of the work, and all other unknowns.

**Section 3:** The term of this Contract shall be from July 1, 2024, to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Contract annually for no more than two (2) additional one-year terms during which time the City may purchase products from Contractor at the price identified in Exhibit A.

**Section 4:** City may, by written notice to Contractor, terminate the whole or any part of this Contract at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Products which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Contract except for cause.

**Section 5:** Contractor agrees to protect, indemnify, defend and hold harmless City and all of its officers, agents and employees from any lawsuits, claims, demands or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Products provided City by Contractor hereunder. Contractor warrants that the Products are suitable for the City's intended use of the Products. If the Products do not perform the intended purpose, the City may return the Products within thirty (30) days of purchase for a full refund of the entire Contract Amount.

**Section 6:** The Contract shall be governed and interpreted by the laws of the State of California. Any litigation concerning this Contract shall take place in the state or federal courts located in Orange County, California.

**Section 7:** If any provision of this Contract is found to be invalid or unenforceable, the remainder of the Contract shall remain valid and enforceable.

**Section 8:** Contractor affirms that the signature(s) hereto is/are sufficient to bind the Contractor to this Contract. The Contract may be signed in counterparts.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract to be executed this 1 day of July, 2024.

**CITY OF YORBA LINDA:**

**American Chemical and Sanitary Supply Company, Inc.:**

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

By: Shirley Gower

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

Title: Account Manager

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

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

Fed. Tax ID No. 33-040-0282

**Exhibit A: Contractor's Proposal**

**CITY OF YORBA LINDA**  
**GENERAL SPECIFICATIONS**  
**FOR**  
**JANITORIAL SUPPLIES**

**Scope of Services**

The City of Yorba Linda is soliciting proposals for janitorial supplies on an as needed basis. Items shall include bath towels, bath tissue, trash liners, bath soap and other miscellaneous supplies; typical items ordered are listed on the Proposal Bid Sheet. The intent in soliciting bids is to select a single vendor and obtain cost savings through a competitive process.

Delivery locations are generally at eight (8) locations (but not limited to) located within the City; see Attachment A for a complete list. Frequency of orders shall vary per location. Delivery shall be expected on the next business day on all orders placed before 3:00 pm, regardless of ordering frequency.

This contract shall be for a three-year period, with options for two (2) annual renewals.

**Contact**

If you have requests for additional information concerning this RFP, please contact Brad Skeene, Parks and Facilities Superintendent, by phone: 714-961-7199, or email: [bskeene@yorbalindaca.gov](mailto:bskeene@yorbalindaca.gov). All requests for information must be submitted by May 1, 2024, by 9:00 a.m.

**Proposal Deadline**

Proposals are due by **May 8, 2024, at 9:00a.m.** All proposals shall be hand delivered or mailed to the Parks and Recreation Department, 4845 Casa Loma Ave., Yorba Linda, CA, 92886, clearly marked on the outside of the envelope: "Bid for Janitorial Supplies" or emailed: [bskeene@yorbalindaca.gov](mailto:bskeene@yorbalindaca.gov).

There will be no public bid opening.

**Product Descriptions and Quantities**

The products specified and quantities indicated in this RFP are based on past experience and expected future needs. Actual products and quantities purchased shall be based on needs during the contract term; however, no price adjustments on contract items shall be allowed as a result of changes in quantities purchased.

The items listed in the Proposal Bid Sheet are a sample of janitorial supplies typically ordered. The City's purchases shall not be limited to this list.

**Selection Procedure**

RFP responses shall be reviewed, evaluated, and ranked by an evaluation committee composed of City staff. The evaluation committee will review the proposals in confidence. Proposals shall be available to the public after the contract has been awarded. The proposals shall be evaluated and ranked in accordance with the evaluation criteria described below.

| <u>Criteria</u>     | <u>Weight</u> |
|---------------------|---------------|
| 1. Pricing          | 50%           |
| 2. RFP execution    | 25%           |
| 3. Past performance | 25%           |

**Proposal Evaluation Criteria Definitions**

1. Pricing (50%)  
Proposals shall be evaluated for the total cost of the contract and/or the unit pricing of the higher estimated annually quantity products.
2. RFP Execution (25%)  
Proposals shall be evaluated for the thoroughness of the RFP execution.
3. Past and Anticipated Future Performance (25%)  
Proposals shall be evaluated for the vendor's ability to support the current operational needs of the City in regards to existing dispensers, delivery, ordering, and customer service, as well as any past performance towards the City.

**Award of Contract**

The city shall award a contract for Janitorial Supplies to the vendor determined to provide the best value to the city, see Attachment B for sample contract. Proposals shall be evaluated and ranked in accordance with the evaluation criteria designated in this RFP.

The City reserves the right to negotiate any terms and conditions in the RFP responses received, to reject any or all responses received, and to waive any informality or minor defects in responses received.

**CITY OF YORBA LINDA**  
**PRODUCT SPECIFICATIONS**  
**FOR**  
**JANITORIAL SUPPLIES**

**Brand Requirements**

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specification are there for the purpose of establishing and describing product size, product volume, and quality. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer.

Any equal substitution or alternative substitution that require a specific dispenser, that is not currently available at the City facilities or parks, must be provided and installed by vendor at no cost to the City.

**Equal item substitutions**

Any item included in the Proposal Bid Sheet, containing a brand, may be substituted with an "equal" product that is of equal size, volume, and quality. Any substitutions shall be represented as an "equal" and not as the "same".

**Alternative item substitutions**

Any item included in the Proposal Bid Sheet containing a brand that is not of equal size, volume, and quality shall be represented as an "alternative" item and not as an "equal" or "same".

The successful vendor shall not be allowed to make unauthorized substitutions after the award is made.

**Environmental Awareness**

All products must meet or exceed minimum EPA guidelines for post-consumer waste.

**Order Process**

Orders shall be placed individually by various City facilities. On-line ordering is required.

**Preference shall be given to vendors without a minimum order requirement.** Proposals indicating a minimum order requirement may be rejected; however, please note that the City shall make every effort to consolidate orders.

**Delivery**

Delivery is FOB Destination and shall be at no additional charge to the City. The City generally has eight (8) regular delivery locations (but not limited to); see Attachment A for a complete list; some locations shall require more frequent deliveries than others. Delivery hours shall vary between the delivery locations.

Delivery shall be expected on the next business day on all orders placed before 3:00 pm, regardless of ordering frequency.

Delivery shall be at no charge, regardless of the size of the order.

Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

The City may consider requests to pay fuel surcharges when the price of crude oil is inflated.

Back-ordered items shipped directly from the manufacturer shall not result in additional cost to the City.

### **Packaging**

All items shall be new and in the manufacturer's individual original, standard package, clearly marked as to contents.

### **Safety Data Sheets (SDS)**

Vendor shall provide SDS forms as required by the Occupational Safety and Health Administration (OSHA).

### **Adequate Stock**

The vendor shall maintain an adequate inventory of janitorial supplies in order to accommodate the City's needs throughout the term of the contract. Failure to maintain adequate stock may be deemed a breach of contract and may result in termination of the contract. In the event the Vendor is unable to supply the item(s) when needed, the City reserves the right to order the item(s) from any source offering the lowest price and the needed availability.

### **Return Policy**

The successful vendor shall accept the return of unused items.



**CITY OF YORBA LINDA**

**PROPOSAL BID SHEET**

**FOR**

**JANITORIAL SUPPLIES**

Provide pricing for **all** items listed. Pricing shall be all inclusive and no additional charges for, but not limited to, delivery, transportation, boxing, packaging, crating or returnable containers shall be paid by the City, unless separately stated in this Proposal Bid Sheet. Sales tax shall not be included in the unit price.

The items listed on this Proposal Bid Sheet are a sample of janitorial supplies typically ordered. The City's purchases shall not be limited to this list.

**Equal item substitutions**

If the product that is being offered is a different brand or item number **AND it is of equal size, volume, and quality**; mark the item as an "equal" and not as the "same". Provide the offered "equal" product and manufacturer item number in the appropriate box and attach information regarding this item(s) to the proposal.

**Alternative item substitutions**

If the unit price you are offering is a different brand or item number **AND it is not of equal size, volume, and quality**; mark the item as an "alternative" and not as the "same". Provide the offered product and manufacturer item number in the appropriate box and attach information regarding this item(s) to the proposal.

**BIDDERS NAME** American Sanitary Supply

| Item Description                             | Incumbent Product     | Unit                   | Est. Annual Quantity | Unit Cost | Extended Price | Same | Equal | Alt. | If equal or alternative, provide brand & manufacturer item # |
|--|-----------------------|------------------------|----------------------|-----------|----------------|------|-------|------|--|
| <b>Bath Tissue:</b> Jumbo junior roll, 2-ply | Apple Blossom         | 1000' 12 rolls/Cs      | 500                  | \$30.50   | \$15,250.00    |      | X     |      | Soft Petals Ultra Jumbo, #3890-11                            |
| <b>Bath Tissue:</b> 2-ply                    | Soft Petals           | 500 sheet 96 rolls/Cs  | 100                  | \$48.00   | \$4,800.00     |      | X     |      | Soft Petals, #3828-10  |
| <b>Bath Tissue:</b> 2-ply                    | Livi LoCor (coreless) | 1000 sheet 36 rolls/Cs | 50                   | \$38.00   | \$1,900.00     |      | X     |      | Soft Petals Mini Core, #3862-33                              |
| <b>Bath Tissue:</b> 2-ply                    |                       | 750 sheet /48 roll/Cs  | 12                   | \$51.00   | \$612.00       | X    |       |      |  |
| <b>Seat Covers</b>                           | Lavender              | 250 count 20 pack/Cs   | 30                   | \$34.00   | \$1,020.00     |      | X     |      | Soft Petals, #3928-05  |
| <b>Bath Towel:</b> Center pull 2-ply         | Apple                 | 600' 6 rolls/Cs        | 20                   | \$33.00   | \$660.00       | X    |       |      |  |
| <b>Bath Towel:</b> Multi-fold                | Livi                  | 250 sheet 16 pack/Cs   | 260                  | \$25.00   | \$6,500.00     |      | X     |      | Soft Petals, #3725-87  |
| <b>Bath Towel:</b> Roll towel                | Livi                  | 600' 8 rolls/Cs        | 70                   | \$41.00   | \$2,870.00     |      | X     |      | Apple Roll Towel, 12/CS, #3775-12                            |
| <b>Facial Tissue:</b>                        | Angel Soft            | 96 sheets 36 box/CS    | 3                    | \$23.00   | \$69.00        |      | X     |      | Livi Facial, 30/CS #3801-20                                  |
| <b>Trash Liners:</b> 24x24, .40 mil          |                       | 1000 liners/CS         | 15                   | \$22.00   | \$330.00       | X    |       |      |  |
| <b>Trash Liners:</b> 24x33, 8 microns        |                       | 1000 liners/CS         | 25                   | \$24.00   | \$600.00       | X    |       |      |  |
| <b>Trash Liners:</b> 30x37, .75 mil          |                       | 500 liners/CS          | 5                    | \$24.00   | \$120.00       | X    |       |      |  |
| <b>Trash Liners:</b> 33x41, 1.5 mil          |                       | 250 liners/CS          | 15                   | \$36.00   | \$540.00       | X    |       |      |  |
| <b>Trash Liners:</b> 40x46, 1.5 mil          |                       | 100 liners/CS          | 100                  | \$23.00   | \$2,300.00     | X    |       |      |  |
| <b>Trash Liners:</b> 33x39, 1.3 mil          |                       | 250 liners/CS          | 15                   | \$34.30   | \$514.50       | X    |       |      |  |
| <b>Trash Liners:</b> 40x46, 1.3 mil          |                       | 100 liners/CS          | 30                   | \$33.75   | \$1,012.50     | X    |       |      |  |

**BIDDERS NAME**

| Item Description  | Manufacture # | Unit                   | Est. Annual Quantity | Unit Cost | Extended Price | Same | Equal | Alt. | If equal or alternative, provide brand & manufacturer item # |
|---|---------------|------------------------|----------------------|-----------|----------------|------|-------|------|--|
| <b>Trash Liners:</b><br>40x48, 22 microns                   |               | 150<br>liners/CS       | 175                  | \$31.00   | \$5,425.00     | X    |       |      |  |
| <b>Bath Soap:</b> Foam<br>Skin Cleanser, in<br>counter      |               | 1500 ml<br>2 bottle/Cs | 50                   | \$65.00   | \$3,250.00     | X    |       |      |  |
| <b>Bath Soap:</b> Foam<br>Skin Cleanser                     | Ultra Foam    | 1000 ml<br>3 bags/Cs   | 75                   | \$28.00   | \$2,100.00     | X    |       |      |  |
| <b>Hand Sanitizer:</b><br>Foam Instant Hand<br>Sanitizer    |               | 1200 ml<br>2 bottle/Cs | 5                    | \$83.00   | \$415.00       | X    |       |      |  |
| <b>Gloves:</b> Nitrile<br>Powder Free, Large                |               | 100/box<br>10 box/Cs   | 100                  | \$7.00    | \$700.00       | X    |       |      |  |
| <b>Deodorizer:</b> Urinal<br>Screen, multiple<br>fragrances |               | 10/box<br>6 box/Cs     | 25                   | \$17.60   | \$440.00       | X    |       |      |  |
| <b>Disinfectant:</b><br>Germicidal Cleaner                  |               | 1 gallon<br>4 gal/CS   | 5                    | \$16.00   | \$80.00        | X    |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |
|   |               |                        |                      |           |                |      |       |      |  |

**Total Estimated Annual Cost (in figures):** \$51,508.00

**Total Estimated Annual Cost (in words):** Fifty One Thousand, Five Hundred Eight Dollars

Signed: \_\_\_\_\_ Title: Shirley Gower, Account Manager Date: May 8, 2024

**BIDDERS NAME** American Sanitary Supply  
**ATTACHMENT A**

Delivery Locations

Corporate Yard, 4751 Eureka Ave., Yorba Linda, CA, 92886

Yorba Linda City Hall, 4845 Casa Loma Ave., Yorba Linda, CA, 92886

Yorba Linda Public Library, 4852 Lakeview Ave., Yorba Linda, CA, 92886

Cultural Arts Center, 4802 Lakeview Ave., Yorba Linda, CA, 92886

Yorba Linda Community Center, 4501 Casa Loma Ave., Yorba Linda, CA, 92886

Thomas Lasorda Jr. Field House, 4701 Casa Loma Ave., Yorba Linda, CA, 92886

Yorba Linda Police Services, 20994 Yorba Linda Bl., Yorba Linda, CA, 92887

Travis Ranch Activity Center, 5200 Via de la Escuela, Yorba Linda, CA, 92887