Ballistic Vests (Paca brand), Term Contract 81808

Company Information

WARNING

Do not use any term contracts to purchase anything when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

Departments must contact the City Attorney for applicable provisions, procedures and relevant fund requirements.

Company:	**Banner Uniform Center**
Vendor number:	71360
Contact:	Jean Valdes and Jason Worth
Phone:	(415) 771-5593
Fax:	(415) 771-7393
E-mail:	Jason@uniform.org
Store location:	345 9th St. San Francisco 94103
Will-call hours:	Monday-Friday: 9:00 a.m. to 6:00 p.m.
24-hour emergency number:	(415) 864-2547
Payment terms:	Net 30
Citywide blanket number:	BPSF-3416

Terms Related to Term Contract 81808 for Ballistic Vests

1. Length of the contract

The contract runs from November 1, 2007 through October 31, 2010. The parties may extend the contract by exercising one or two one-year options, with a maximum length of five years.

2. Pricing

Item	Description	Mfr, brand, product number	Est. qty. per year	Unit	Unit price
1.	Bullet-resistant vest. Male. Threat Level IIIA	PACA 4KGS3A	450	each	$529.99
2.	Same as item 1. Female.	PACA 4KGS3A TRUFIT	45	each	529.99
3.	Same as item 1, except Threat Level II. Male.	PACA 04KGS2	350	each	484.99
4.	Same as item 3. Female.	PACA 04KGS2 TRUFIT	35	each	484.99
5.	Additional outer carriers for items 1-4		indefinite	each	44.99
6.	Lightweight vest, with medical approval only. Threat level: IIIA	PACA 4KGS3A	25	each	529.99
7.	Same as item 6, except Threat Level II	PACA 04KGS2	25	each	484.99

3. Inspection

All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.

4. Contract Interpretation; Choice of Law/Venue; Assignment

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of

California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

5. Hold Harmless and Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

6. Failure to Deliver

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

7. Budget and Fiscal Provisions

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

8. Default; Remedies

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

9. Termination for Convenience

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

10. Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional

funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contact which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

11. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possesory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

12. Use of City Opinion

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

13. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in San Francisco Administrative Code Sec. 12B.2(b).

d. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

14. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco

Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

15. MacBride Principles – Northern Ireland

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

16. Tropical Hardwood and Virgin Redwood Ban

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of

the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

17. Resource Conservation

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

18. Submitting False Claims; Monetary Penalties

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to $10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

19. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

20. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

21. Compliance with American with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

22. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

23. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

24. Quality control

Bid condition 16, "Quality control," is incorporated into these contract conditions in accordance with the following modifications:

a. The City reserves the right to test, or to submit the article to a testing laboratory of its choice, the item delivered under this agreement for conformance with NIJ 2005 interim requirements. The Contractor agrees that if the item should be found not to comply with said standard, then the Contractor only agrees to pay for any failed testing made on new vests.

b. Throughout the term of the contract and any extension thereof, the City will, from time to time, cause comparisons to be made between the vests and carriers being furnished by the Contractor and contract specifications and samples.

c. If any article fails to equal the specifications and sample in quality, workmanship and compliance to the specifications, Purchaser may invoke Contract condition 7, "Default; Remedies."

25. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, and;

(2) Commercial General Liability Insurance with limits not less than $2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, and;

(3) Products and Completed Operations or a Vendors Liability Endorsement from the manufacturer in an amount not less than 2,000,000 each occurrence, and;

(4) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty days' advance written notice to City of cancellation for any reason, mailed to the following address:

Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
Room 430, City Hall
San Francisco, CA 94102

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance~~,~~ and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above, and (b) furnish complete copies of policies promptly upon City request.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

i. Contractor shall require manufacturer to provide a minimum of $11,000,000 in Product Liability insurance per occurrence on delivered vests and shall name the City and County of San Francisco as additional insured.

Term: October 1, 2007 through September 30, 2010

1. Purpose

The rebid is for bullet-resistant vests with outer removable carriers, custom fitted for the Police Department, Institutional Police, Sheriff's Department, Animal Care and Control Department and other City departments, as may be required.

This rebid differs from the original bid as follows:

- Instead of requiring the contractor to operate a retail outlet in San Francisco, and provide services in San Francisco with its own personnel, the contractor may have a subcontractor fulfill these responsibilities
- The original bid specified Second Chance products or acceptable equals. This rebid specifies Second Chance or Paca products only.
- During the life of the contract, vendors may submit samples of other brands of ballistic vests. The City may test the samples as time and resources permit. The City makes no commitment, and has no responsibility, to conduct such tests. If an alternate brand is tested and deemed acceptable, then the City may request bids for such alternate brands and accept the lowest responsive, responsible bid and make an award which will become part of the contract that will be awarded based on this rebid.
- The original bid did not refer to the possibility of a split award. This rebid does.

The City has tested Second Chance and Paca products, and it is possible that the result of this rebid will be one contract for Second Chance products and a separate contract for Paca products.

This section prevails over any conflicting sections in this bid.

2. Pre-Bid Conference

A Pre-bid Conference will be held as follows:

Location: **City Hall, Room 431-A**
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Date, time: **August 24, 2 p.m.**

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference.

3. Questions and protests

Any questions or objections concerning the requirements contained in this contract proposal must be submitted by e-mail to:

oca@sfgov.org

and received by Purchasing no less than five working days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions. Answers will be posted on the website.

4. Contract Term

The contract period shall be for 36 months starting on the award date, which the City estimates will be approximately October 1, 2007.

5. Contract Extension

This contract may be extended, all or in part, for one or more periods of up to one year by mutual agreement in writing. The maximum contract period shall not be more than 5 years.

6. Sweatfree Contracting ordinance

a. This bid is subject to the City's Sweatfree Contracting ordinance, which is Chapter 12U of the Administrative Code. Bidders and their subcontractors must comply with the Chapter in order for the bidder to receive a City contract, unless an exception to the Chapter applies to the particular transaction.

b. Information about contractor and subcontractors

Bidders must complete and return two forms. The first would be the bidder's version of the attached "Sweatfree Contracting information form," form P-12U-I. The second is the "Sweatfree Ordinance compliance form," form P-12U-C. Bidders must return both forms even if the information the bidder provides, or the bidder's potential subcontractors provide, indicate that the bidders or subcontractors might not comply with Chapter 12U

c. Website

For a copy of the Ordinance, visit Purchasing's website at: www.sfgov.org/oca. Then scroll down to the Sweatfree Contracting banner.

7. LBE Ordinance

a. Compliance declaration

All bidders must sign and return the LBE Compliance Declaration, HRC Form 3. See subsection b for the form location on the web.

b. To qualify for a preference for this bid

To qualify for a bid discount under the provisions of Admin. Code Chapter 14B, an LBE must be certified by the Human Rights Commission by the Bid Due date. The certification application is available from HRC (415) 252-2500, and on the web at:

http://www.sfgov.org/site/sfhumanrights

Click LBE, HRC Requirements & Forms.

Click Certification Application (Schedule D).

c. Bid preference for brokerage services

Pursuant to Section 14B.7 of the Admin. Code, a bid preference will only be awarded to an LBE, or an LBE joint venture where the LBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. An LBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provided, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

An LBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a local business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to a LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

d. LBE subcontracting

(1) Subcontracting to LBEs

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified LBEs. This can be achieved through subcontracting, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

(2) Examples of good faith efforts

"Good Faith Efforts" include but are not limited to the following:

Identifying and selecting specific products or services which can be subcontracted to certified LBEs.

(a) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.

(b) Advertising in one or more daily or weekly newspapers, trade association publications, trade oriented publications, trade journals, or other media specified by the City, for LBEs that are interested in participating in the project.

(c) Following up on initial notices the Contractor sent to LBEs by contacting the LBEs to determine whether they were interested in performing specific parts of the project.

(d) Providing interested LBEs with information about the scope of work.

(e) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.

(f) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.

(g) Making efforts to obtain LBE participation that the City could reasonably expect would produce a level of participation sufficient to meet the City's goals and requirements.

(3) Examples of subcontracting

The following are examples of products which could be subcontracted under this Contract. The list is not intended to be exhaustive:

(a) the products or services which the vendor in turn sells to the City, or components of those products; (see Page 1 of the bid sheet);

(b) packing containers and materials used to ship the City's order;

(c) services of the carrier who delivers the City's orders;

(d) Pro rata share of LBE spending which is part of the vendor's general and administrative expenses, if the vendor can show that the pro rata share can be reasonably allocated to this contract.

(4) Reports

Each calendar quarter, the Contractor will provide Purchasing with reports on LBE subcontracting under this Contract. The report must include a narrative description of the good faith efforts, if any, the Contractor has made during the quarter to provide subcontracting opportunities to LBEs.

(5) HRC Data on LBEs

Contractor will obtain from HRC a copy of HRC's database of LBEs, and this or other information from HRC, shall be the basis for determining whether a LBE is confirmed with HRC. Contractor will obtained an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

8. Quantities

This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. City, in its sole discretion, may purchase any greater or lesser quantity.

Purchasing may make minor purchases of items requested in City's advertisement for bids or contractor's bid from other vendors when Purchasing determines in its sole discretion, that the City has an immediate need for such items or that it is not practical to purchase against this contract.

9. Additional items

a. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.

b. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed 20% of the total estimated value (cost) of the original contract.

c. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.

d. All additional services added to the contract shall be approved through issuance of a contract modification.

e. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than $50,000, the amount over 20% or $50,000, shall be bid in accordance with Standard Purchasing Procedures.

The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

10. Pick-up and delivery

The complete vest shall be available for pick-up by the City's employee(s) within thirty working days of proper fitting and placing of order(s).

Police Department may require Contractor to conduct fittings at other locations, e.g., Police Academy, at 350 Amber Drive, San Francisco.

11. Fitting and alterations and distribution

a. Each vest shall be custom fitted to the satisfaction of the individual officers.

b. Contractor shall provide qualified personnel, at the Contractor's facility in San Francisco, to conduct individual sizing of officers including measuring, fitting, alterations, and distribution of vests. Contractor shall provide these services at no additional cost to the City.

Contractor may provide these services directly or through a subcontractor. This potential use of a subcontractor shall apply to all references in these conditions to the Contractor's services, unless otherwise indicated.

c. Contractor shall provide a videocassette advising/educating officers regarding ballistic vests fitting techniques. Contractor will be required to supply a copy of such video cassette when providing vest samples to the City. Additionally, Contractor shall provide the video equipment necessary for viewing of this videocassette by officers. Such videocassette and equipment must be available to officers at the Contractor's place of business in the City and County of San Francisco.

d. Upon delivery of a vest to an individual officer, Contractor shall provide a thirty (30) day Satisfaction Guarantee for any necessary resizing. Individual officer shall notify Contractor regarding refitting/alteration, or exchange – within thirty (30) days of receipt of vest.

e. When a question of proper fit arises, a representative designated by the City department, shall resolve the question, and his/her decision shall be final.

12. Office in San Francisco

City employees need to be able to go to Contractor's facility at any time, without an appointment, during regular business hours for fittings, to pick up vests, or for other reasons. Contractor must have an office in San Francisco to provide this service, or Contractor may use a subcontractor's office in San Francisco for this purpose.

This potential use of a subcontractor's office applies to all references in this rebid to the Contractor's facility in San Francisco.

13. Bidder's qualifications and requirements

a. Bidders must submit with their bid, complete specifications (to include warranty coverage), data, brochures, tests, etc. on items offered.

b. To receive consideration, Bidder must have in-depth technical knowledge and experience in the products covered by this contract.

c. Contractor will be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor must provide personnel with in-depth technical knowledge of the products the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours (7 a.m. to 5 p.m., Monday through Friday).

d. Contractor's business operation and facility from which vests will be provided and services performed must be physically located within San Francisco's city limits.

Contractor's facility must be a full service facility including warehouse, receiving and distribution area, changing and fitting areas, will-call counter, on-site tailors and tailoring area, and a full range of employees to administer and provide the services required under this contract.

e. Changing and fitting areas must not be viewed from the public portion of the retail outlet and must provide a secure environment for the officers and their equipment.

f. The City reserves the right to inspect Bidder's place of business to aid in determining Bidder's capabilities and qualifications.

g. The City may make such investigations as it deems necessary to verify Bidder's qualifications; therefore, Bidder shall be prepared to furnish within seven business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from the manufacturers they claim to represent, lines of credit with financial institutions an suppliers, number of employees and trade references.

h. The City reserves the right to reject any bid if the information submitted by Bidder fails to satisfy the City or if Bidder is unable to supply the information and documentation within the period of time requested.

i. The City may require Contractor to provide within seven business days from the date they are requested to do so, during the term of the contract, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, number of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements. Failure to supply information or documentation requested within the seven-day period may result in Contractor being declared in default of the contract.

j. The Contractor must be open to City employees between 7 a.m. and 5 p.m. Monday through Friday throughout the term of the contract.

k. Contractor must be capable of producing the usage reports required.

l. Bidders must be able to demonstrate to Purchasing's satisfaction their capabilities, including evidence that they possess the required facilities and financial resources to fully comply with the requirements of the contract.

m. The City reserves the right to inspect Contractor's place of business during the term of the contract, to aid Purchasing in determining Contractor's continuing ability to satisfy the terms and conditions of the contract.

14. City responsibilities

a. Monitor and document Contractor's performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor's performance.

b. Inspect material received from Contractors immediately upon delivery and reject or return damaged or incorrect material for replacement or credit.

c. Establish quality control measures, as applicable to department's operation, and report, through documentation, to Purchasing and Contractor any product defects or premature failures.

d. Provide Purchasing with documentation of unsatisfactory performance of the Contractor and receive authorization from Purchasing prior to placing orders with another vendor.

e. Verify Contractor's invoices and ensure that payment terms reflect any applicable cash discount for payment within thirty days when stated in the contract.

f. Show any applicable cash discount for payment within thirty days on all ordering and payment documents issued for purchases under the contract; otherwise, Purchasing and Controller will return such documents unapproved.

g. Process invoices in a timely manner so as to benefit the City from any cash discount offered for prompt payment.

15. Samples

a. A sample of each item furnished under this contract will be required of the Low Acceptable Bidder prior to award, for inspection. The Bidder must provide samples within ten working days after notification. Failure to submit samples may result in rejection of bid. The City will not return the samples.

b. Samples shall be plainly marked with the Bidder's Name and the City's Contract Proposal Number and delivered to the following, at no additional cost to the City:

Purchasing Department
Marc Rosaaen
1 Dr. Carlton B. Goodlett Place, Room 430
San Francisco, CA 94102-4685

c. Do not enclose samples with the bid. Purchasing reserves the right to refuse consideration of any bid which is enclosed with, or attached to samples.

16. Quality control

a. The City reserves the right to test, or to submit the article to a testing laboratory of its choice, the item delivered under this agreement for conformance with NIJ 2005 interim requirements. The Contractor agrees that if the item should be found not to comply with said standard, then the Contractor shall pay the City for all costs of said testing.

b. Throughout the term of the contract and any extension thereof, the City will, from time to time, cause comparisons to be made between the vests and carriers being furnished by the Contractor and contract specifications and samples.

c. If any article fails to equal the specifications and sample in quality, workmanship and compliance to the specifications, Purchaser may invoke General Condition No. 45, Contractor's Default, and terminate this contract.

17. Substitution

Any substitution of items made without expressed written permission of the City Departments' designated representatives and Purchasing will be cause for termination of the contract.

18. Warranty

a. By submitting a bid, the Contractor warrants against faulty or defective construction, workmanship and materials. Contractor further warrants that all items comply fully with all contract specifications and standards.

b. Any defective vest shall be replaced without cost (including freight) by the Contractor with a vest manufactured to the required specifications. Contractor agrees to replace any vest damaged by firearm projectile, automobile accident or sharp or blunt instrument at no cost to the City. The user Department shall, upon request, provide certification of how the damage was sustained.

c. Contractor agrees to expeditiously replace defective items within thirty days after receipt of said items.

19. Descriptive data

All Bidders must submit with their bid, complete specifications and descriptive data on the items and material offered. Failure to submit information may result in rejection of bid.

20. Failure to execute contract

Within ten days of the receipt of a notice of award, the Bidder to whom the contract is awarded shall deliver the specified insurance certificates to the City.

If the Bidder fails or refuses to furnish the required insurance within ten days after receiving notice from Purchasing to file the insurance, then Purchasing may, at its option, determine that this Bidder has abandoned its bid. Thereupon the tentative award of said contract to this Bidder shall be canceled. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the contract documents.

21. Price

a. Only the bid price that appears on the City's Bid Sheet will be considered. No other pages with prices or attached price list or catalog prices will be considered as a valid bid price.

b. Bid prices are to remain firm for the first twelve months of the term of the contract, and then may be adjusted in accordance with Special Condition No. 21 – Contract Price Escalation.

c. Prices shall include all costs to the City.

22. Contract price escalation

This is a 36-month contract. Prices shall be firm as offered for the first twelve months of the contract. Prices may be escalated or de-escalated commencing on the second year upon verification of price increases or decreases by vendor, properly documented, and requested in writing to the Purchaser. To justify such changes, the Contractor must provide Purchasing with a letter from the manufacturer listing the items and providing the reasons for the price change. This letter must be documented with a copy of the catalog or list price for each item requiring an increase in price.

The contract price escalation clause shall apply to any contract extension. However, any increase shall only apply for each twelve-month period of contract extensions.

Prices may not be escalated during any twelve-month extension period by more than 5% per year regardless of the actual increase in prices. There is no limit to the percentage that prices may be lowered over the second two years of this contract.

It is the duty of the Contractor to inform Purchasing of any price decreases that the City may be entitled to under this contract in a timely manner.

23. Bid evaluation

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less any applicable DBE preference and applicable sales tax adjustment.

Purchasing will attempt to evaluate this bid within 30 days after receipt of bids. If Purchasing requires additional evaluation time, all bidders will be notified by e-mail of the new expected award date.

24. Adjustment of bid price for sales tax

In accordance with Administrative Code Chapter 21C, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

25. Award

Award will be made in the aggregate, to the lowest responsive and responsible Bidder. In determining the award, Purchasing will take into consideration, but will not be limited to:

1. Price (evaluated)
2. Satisfactory review of Bidders' qualifications
3. Any other factors deemed pertinent by the Purchaser

Minimum order, quantities or dollar amounts for items bid will not be considered as a valid bid.

26. Awarded items

a. Any substitution of awarded items made without the expressed written permission of the user Department or its representative will be cause for termination of the contract.

b. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. The City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.

c. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.

d. Contractor must notify Purchasing,, thirty days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 45.

27. Ordering

a. Each department will issue a voucher to officer(s), authorizing issuance of vests.

b. The department ordering the vest will create a Purchase Order Release from the appropriate Citywide Blanket Purchase Order, and will provide the Purchase Order Release number to the vendor before ordering.

c. Vendor will put the Purchase Order Release number (**not** the Citywide Blanket Purchase Order number unless the department so requests) on the invoice.

28. Bid requirements

To receive consideration, Bidders must strictly adhere to all product specifications, bid terms and conditions including the following requirements:

a. Bid must be on enclosed Bid Sheet.

b. Bidder must have its business operation and facility, from which vests will be provided and services performed, physically located within San Francisco's city limits.

c. Bidders must themselves provide all services required by this Contract Proposal and may not subcontract any such services. Any bid proposal which relies on subcontractors to satisfy any of the performance obligations specified in the bid will be rejected as non-responsive.

d. The City reserves the right to request additional information from Bidder to verify the information provided in their bid.

e. All bids shall be unqualified and unconditional.

f. Any bid requiring receipt of contract award in less than 120 days will be unacceptable.

29. Entire agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

30. Insurance

Prior to award, the successful Bidder or Bidders will be required to furnish evidence of insurance as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, and;

(2) Commercial General Liability Insurance with limits not less than $2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, and;

(3) Products and Completed Operations or a Vendors Liability Endorsement from the manufacturer in an amount not less than 2,000,000 each occurrence, and;

(4) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty days' advance written notice to City of cancellation for any reason, mailed to the following address:

Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
Room 430, City Hall
San Francisco, CA 94102

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance~~,~~ and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage's set forth above, and (b) furnish complete copies of policies promptly upon City request.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

i. Contractor shall require manufacturer to provide a minimum of $11,000,000 in Product Liability insurance per occurrence on delivered vests and shall name the City and County of San Francisco as additional insured.

The City recommends that bidders submit as many of the insurance documents as possible with their bids. The City recognizes that making the City an additional insured may result in higher insurance expenses and than a bidder (or manufacturer) may wish to wait until the City notifies the bidder that it is the apparent low bidder before incurring such expenses. However, the City encourages bidders to review all aspects of insurance with their insurance brokers or carriers, and the manufacturer, as soon as possible, so that the documents can be furnished as quickly as possible after such notice.

31. Reserved

32. Bid submittal instructions

Bids must be received at Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted

To receive full consideration, your bid should be unqualified and unconditional.

[General bid conditions begin on the next page.]

General Bid Conditions

In case of any conflict between the following conditions and conditions 1-32 above, the above conditions shall prevail.

34. When Bids are Due; Bid Opening Procedures

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

35. No alternates

Alternate brands are not permitted.

36. Articles Furnished

[not applicable]

37. Place of Manufacture

No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.

38. Condition of Article

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

39. Samples

Articles offered as equal to "City sample" must fully conform thereto; "City samples" may be inspected at the place designated by Purchasing. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or checked against deliveries, in which case allowance will be made to Contractor. Each sample shall be plainly marked in a durable manner with the name of the bidder, the contract proposal number, and the item number. Submitted sample will be deemed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder in writing with the submittal of the sample. Sufficiency of sample will be determined by Purchasing. Do not enclose sample with bid, and do not wrap bid in package with sample.

40. FOB Point

F.O.B. destination in San Francisco, freight prepaid and allowed.

41. Price List Discounts

When bids are based on prices from a catalog or price list, bidder shall furnish copies of the catalog or price list as required herein. Contractor shall furnish additional lists as required. Bids will be considered for price lists offered other than specified provided the alternate price list can be readily compared on an overall basis with the specified price list. Bidder's price list discounts must remain firm during the term of the contract.

42. Bidding on Separate Items and in the Aggregate

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

43. Prices

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

44. Awards; Rejection of Bids

Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

45. Cash Discounts; Terms of Payment

Cash discount (discount for prompt payment) will not be taken into consideration in determining the low bid. However, cash discounts are encouraged and must meet the following conditions:

a. The discount period will start upon date of completion of all products on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such products.

b. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

The discount is will be deducted from the invoice amount unless the bid states the discount is not available. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

46. Sunshine Ordinance

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.