

**A W A R D**  
**UNIFORM AND UNIFORM ACCESSORIES FOR**  
**SAN FRANCISCO SHERIFF DEPARTMENT**  
For the Term August 22, 2007 Through August 21, 2010

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**COMPANY INFORMATION**

**WARNING**

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

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

Name of Company: Galls, An Aramark Company, Inc.  
Address: 2700 Junipero Avenue  
City, State, Zip: Signal Hill, CA 90755  
Contact: Sally Valadez  
Telephone Number: 1-888-424-3938  
Fax Number: (562) 424-4654  
24-Hour Emergency Number: (415) 516-0642  
Payment Terms: Net 30  
Federal Tax I.D. Number: 20-3545989  
Vendor Number: 73078  
Local Representative: Mike Agustin  
Tel. No. (415) 824-2400  
Fax No. (415) 824-4400  
Store Location: 1740 Cesar Chavez  
San Francisco, CA 94124  
Will-Call Hours: Monday-Friday: 7:00 a.m. to 5:00 p.m.  
Saturday: 8:30 a.m. to 2:00 p.m.  
CBPO Number: BPSF00003411

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**AWARD SHEET**

<b>Item No.</b>	<b>Description</b>	<b>Manufacturer Brand/ Product No.</b>	<b>Unit</b>	<b>Price Per Unit</b>
<b>UNIFORM/ACCESSORIES</b>				
1.	<b>JACKET-IKE, MEN/FEMALE DRESS JACKET UNISEX</b> Dress jacket w/coat sleeve, brass zipper, two-piece back, golf pleats w /elastic band, adjustment strap, Gold color "San Francisco Sheriff's Department" buttons, fitted to be worn over Sam Brown Belt and Accoutrements. Color: Forest Green #168 Buttons: SFSD, 24 Ligne, Gold color Flying Cross by Fechheimer #CHP646-168 Material Raeford #646 Dacron/Wool	Fechheimer #CHP646-168	EA	<u>\$153.85</u>
2.	<b>JACKET - FOUL WEATHER</b> Gore Tex, Waist Length, Single Breasted. Waterproof lining, removable sleeve Linter, front Zipper storm front closure Bi-swing back, raglan sleeves, sleeve Zippers, pocket flaps, patch pockets w/hand warmers, knit collar, badge tab and side vents. Color: Black Buttons: SFSD, 24 Ligne, Black color Flying Cross by Fechheimer #78141	Fechheimer #78141	EA	<u>\$212.95</u>
3.	<b>TROUSERS (MEN)</b> Plain front, two side pockets, two sap/club pockets, two hip pockets, straight leg Fabric: Raeford #646, 55% Dacron, 45% wool Color: Forest Green #168 Flying Cross by Fechheimer #32218	Fechheimer #32218	EA	<u>\$ 42.95</u>

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4.	<b>TROUSERS (FEMALE)</b> Plain front, two side pockets, Two sap pockets, Two hip pockets, straight leg. Fabric: Raeford #646, 55% Dacron, 45% wool Color: Forest Green #168 Flying Cross by Fechheimer #35218	Fechheimer #35218	EA	<u>\$ 42.95</u>
5.	<b>SHIRT (MEN)</b> Plain front, coat style, form-fitting, Collar attached, long sleeves w/barrel Cuffs. Two plain breast pockets, shoulder Straps, metal eyelet badge reinforcement. Fabric: 65% Dacron Polyester 35% Rayon Color: Silver Tan Flying Cross by Fechheimer #19W6604	Fechheimer #19W6604	EA	<u>\$ 32.95</u>
6.	<b>SHIRT (FEMALE)</b> Plain front, coat style, form-fitting, Collar attached, long sleeves w/barrel Cuffs. Two plain breast pockets, shoulder Straps, metal eyelet badge reinforcement. Fabric: 65% Dacron Polyester 35% Rayon Color: Silver Tan Flying Cross by Fechheimer #103W6604	Fechheimer #103W6604	EA	<u>\$ 32.95</u>
7.	<b>SHIRT (MEN)</b> Short Sleeve Shirt. Form fitting line, die creased pockets and flaps. Straight and whole sleeves, 3-1/4" facing, two breast pockets, badge tab and shoulder straps. Five permanent military creases. 65% Poly/35% Rayon, Tropical Weave. Color: Silvertan (Shade 21060). Flying Cross by Fechheimer #69R6604	Fechheimer #69R6604	EA	<u>\$ 34.95</u>

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8.	<b>SHIRT (FEMALE)</b> Short Sleeve Shirt. Flying Cross by Fechheimer #153R6604	Fechheimer #153R6604	EA	\$ <u>34.95</u>
9.	<b>BELT</b> Black cowhide, basketweave, brass buckle and saddle stitched. Size: Various. Tex Shoemaker #254	Tex Shoemaker #254	EA	\$ <u>13.47</u>
10.	<b>NECKTIE (MEN/FEMALE)</b> Long, Clip on, Four-in-hand. Break-away type. Color: Plain Black Samuel Broome #900BO	Sam Broome #900BO	EA	\$ <u>3.25</u>
11.	<b>NECKTIE (FEMALE)</b> Cross-tie, Clip on, Color: Plain Black. Samuel Broome #900TB	Sam Broome #900TB	EA	\$ <u>3.25</u>
12.	<b>HAT</b> Brim: 3" badge eyelet centered 2" above brim, Sheriff Color: Black. <b>Gold Cord</b> Stratton #F40	Stratton #F40	EA	\$ <u>85.95</u>
13.	<b>HAT EMBLEM</b> Regulation, SFSD/SFPD hat badge (City Seal). Molded solid brass w/3/8" long screw post on back and 1/4" sharpened point at the top. Ed Jones	Ed Jones Emblem	EA	\$ <u>25.52</u>
14.	<b>SOLID BRASS NAME PLATES</b> Deputy's last name in black lettering. Brass with safety pin or clutch. Size 5/8" x 2 1/2". Pin backing to be either 2 prong clutch black or safety pin. I.D. Plus #S-7	ID Plus S-7	EA	\$ <u>5.26</u>

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15.	<b>PENAL CODE</b> Quick Codes Abridged	Quick Codes #AP	EA	\$ <u>17.95</u>
16.	<b>SOURCE BOOK</b> Quick Codes Abridged	Quick Codes #QP	EA	\$ <u>12.95</u>
17.	<b>NAME TAG</b> Shiny Gold Metal Badge. 1 ½" x 2 ½", ¼" engraved black block letters. Pin backing to be either 2 prong clutch back or safety pin. Name Tag for SFPD Academy Students, Deputy's last name only. I.D. Plus S-8	ID Plus #S-8	EA	\$ <u>5.26</u>
18.	<b>RAIN COAT w/HOOD</b> Gore-Tex mid Length Reversible high visibility yellow Raincoat and Hood Color: Black Flying Cross by Fechheimer #76220	Fechheimer #76220	EA	\$ <u>133.95</u>
19.	<b>RAIN TROUSERS</b> Gore-Tex Rain Pants, Straight leg design, four piece with snap closure Color: Black Flying Cross by Fechheimer #78240	Fechheimer #78240	EA	\$ <u>65.95</u>
20.	<b>SHIRT – BDU, MEN/FEMALE (UNISEX)</b> Plain front, coat style w/full length Tail, form fitting, convertible collar, And long sleeves. Two inverted Pleat breast pockets w/flaps. Shoulder strap, double yoke Fabric: 65 Polyester 35% cotton twill Color: Black Flying Cross by Fechheimer #5285810	Fechheimer #5285810	EA	\$ <u>35.85</u>

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21.	<b>TROUSERS - BDU MEN/FEMALE (UNISEX)</b> Plain front, two quarter top front Pockets, two hip pockets and Two cargo pockets. Straight leg. Fabric: 65% Polyester 35% Cotton Twill Color: Black Fechheimer Brother Company #49340	Fechheimer #49340	EA	<u>\$53.82</u>
22.	<b>BASEBALL CAP</b> Flex-Fit, Black wool/serge mix Color: Black w/SFSD Patch (2.5" x 3" Shield) Sizes: Small-Medium #11-427-003 Large/X-Large #11-425-003 Otto-Cap	Otto	EA	<u>\$ 5.95</u>
23.	<b>BOOTS, MALE</b> Color: Black 1152 - Regular Width (D) – 7-12, 13, 14, 15 (Half Sizes through 12) 1152W – Wide Width (EEE) – 8-12, 13, 14, 15 (Half Sizes through 12) Original SWAT #1152	Original Swat #1152	EA	<u>\$ 55.77</u>
24.	<b>BOOTS, FEMALE</b> 1152F Sizes: 6-11 Original SWAT #1152F	Original Swat #1152	EA	<u>\$ 55.77</u>
25.	<b>JACKET, CADET</b> <b>Gore-Tex Reversible</b> <b>Hi-Visibility Jacket</b> Outer Shell: Black Flying Cross by Fechheimer #73161	Fechheimer #73161	EA	<u>\$ 77.95</u>
26.	<b>SHIRT, LONG SLEEVE, MALE</b> Cadet, Shirt Color: Gray Flying Cross by Fechheimer #45W6621	Fechheimer #45W6621	EA	<u>\$ 36.95</u>

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27.	<b>SHIRT, SHORT SLEEVE, MALE</b> Cadet, Shirt Color: Gray Flying Cross by Fechheimer #95R6621	Fechheimer #95R6621	EA	<u>\$ 32.95</u>
28.	<b>SHIRT, LONG SLEEVE, FEMALE</b> Cadet, Shirt Color: Gray Flying Cross by Fechheimer #102W6621	Fechheimer #102W6621	EA	<u>\$ 36.95</u>
29.	<b>SHIRT, SHORT SLEEVE, FEMALE</b> Cadet, Shirt Color: Gray Flying Cross by Fechheimer #152R6621	Fechheimer #152R6621	EA	<u>\$ 32.95</u>
30.	<b>CADET UNISEX TROUSER</b> Cadet, Trouser Color: Gray #DC72GY	Galls #DC72GY	EA	<u>\$ 16.95</u>
31.	<b>TROUSER</b> SF Police Academy Recruit Color: Navy Blue Red Kap PT10	Redkap #PT10NV	EA	<u>\$ 17.95</u>
32.	<b>WINDBREAKER</b> SF Police Academy Recruit Color: Navy Blue Hartwell	Galls #JA138	EA	<u>\$ 9.95</u>
33.	<b>BASEBALL CAP</b> Police Academy Baseball Cap with SF Police Academy Patch sewn on Color: Navy Blue New Era #900-0B	Legend #M31WO or New Era #900-0B	EA	<u>\$ 9.95</u>

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34.	<b>T-SHIRT, SHORT SLEEVE</b> Police Academy W/San Francisco Police Academy Logo screen print on left Chest Color: Navy Blue Fruit of the Loom/Heavy Cotton Sizes: XSM-XXXLarge	D & J Enterprises #TSDJ104	EA	<u>\$ 10.52</u>
35.	<b>SHIRT, SHORT SLEEVE</b> Police Academy Color: Light Blue Flying Cross by Fechheimer #65R5425	Fechheimer #65R5425	EA	<u>\$ 18.95</u>
36.	<b>RUNNING SUIT</b> Police Academy Color: Navy Blue and White Rennoc	Rennoc A. Jacket #323AZ B. Pant #H343AO	EA EA	<u>\$ 25.50</u> <u>\$ 19.50</u>
37.	<b>SHOE, CHUKKA</b> SF Police Academy Leather Shoe Men & Women's sizes Color: Black Bates #78 Chukka	Bates #78	EA	<u>\$ 79.95</u>
38.	<b>SHORT, SWEAT</b> Police Academy Color: Navy Blue Soffe	Soffe #M730	EA	<u>\$ 6.61</u>
39.	<b>ZT 55, TACTICAL KEY HOLDER</b> Zak Tool Company	Zak Tool #ZT55	EA	<u>\$ 3.34</u>
40.	<b>SFSD CUSTOM BUTTONS</b> Waterbury Button # 17146-2416-10903  "San Francisco Sheriff's Department" 24 Ligne buttons for Class A Ike Jacket Color: Gold	Waterbury #17146-2416-10903	EA	<u>\$ 1.50</u>



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41.	<b>SFSD CUSTOM BUTTONS</b> Waterbury Button #17146-2416-10436  "San Francisco Sheriff's Department" 24 Ligne buttons for Foul Weather Jacket Color: Black	Waterbury #17146-2416-10436	EA	<u>\$ 1.50</u>
<b>EMBLEMS/PATCHES</b>				
42.	<b>S.F. SHERIFF (STAR BADGE)</b> <b>FULL COLOR.</b> Star left breast – all officers. Vendor to embroider number of Sherrif on badge. Size: 3" x 3" National Emblem #106271	National Emblem #106271	EA	<u>\$ .76</u>
43.	<b>S.F. SHERIFF STAR LEFT BREAST. SUBDUED SRT.</b> Size: 3" x 3" National Emblem #108066	National Emblem #108066	EA	<u>\$ 1.86</u>
44.	<b>SENIOR DEPUTY RANK CHEVRON (Both Sleeves).</b> Size: 3" x 3" National Emblem #108082	National Emblem #108082	EA	<u>\$ .95</u>
45.	<b>SERGEANT RANK CHEVRON (Both Sleeves).</b> Size: 3" x 3 ¾" National Emblem #108083	National Emblem #108083	EA	<u>\$ 1.20</u>
46.	<b>SENIOR DEPUTY – BOTH SLEEVES (Subdued).</b> Size: 3" x 3" National Emblem #108111	National Emblem #108111	EA	<u>\$ 2.82</u>
47.	<b>SERGEANT (SUBDUED) BOTH SLEEVES.</b> Size: 3" x 3 ¾" National Emblem #108112	National Emblem #108112	EA	<u>\$ 3.54</u>

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48.	<b>LONGEVITY STRIPE</b> Lower left sleeve. Color: Gold Size: 3/8" x 2 3/8" National Emblem #108085	National Emblem #108085	EA	\$ <u>.35</u>
49.	<b>LONGEVITY STRIPE (Subdued)</b> Lower left sleeve. Color: Green Size: 3/8" x 2-3/8" National Emblem #108086	National Emblem #108086	EA	\$ <u>.80</u>
50.	<b>LIEUTENANT BAR (Shirt Size)</b> Rank designation BDU shirt collar. Color: Gold Size: 1-1/4" x 1-1/4" National Emblem #3108078	National Emblem #108078	EA	\$ <u>.77</u>
51.	<b>LIEUTENANT BAR (Jacket Size)</b> Lieutenant rank designation. Foul weather jacket epaulett. Color: Gold Size: 1-3/4" x 1-3/4" National Emblem #108080	National Emblem #108080	EA	\$ <u>1.18</u>
52.	<b>LIEUTENANT BAR (Shirt Size)</b> Rank designation. BDU (subdued). Shirt collar. Color: Green Size: 1-1/4" x 1-1/4" National Emblem #108079	National Emblem #108079	EA	\$ <u>.77</u>
53.	<b>LIEUTENANT BAR (Jacket Size)</b> Lieutenant rank designation. Foul weather jacket. Shoulder epaulette. Color: Green Size: 1-3/4" x 1-3/4" National Emblem #108081	National Emblem #108081	EA	\$ <u>1.18</u>

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54.	<b>CAPTAIN BAR (Jacket Size)</b> Captain rank designation. Foul weather jacket. Shoulder epaulette Color: Gold Size: 1-5/8" x 1-5/8" National Emblem #108076	National Emblem #108076	EA	\$ <u>.81</u>
55.	<b>CAPTAIN BAR (Jacket Size)</b> Captain rank (subdued) designation. Foul weather jacket. Shoulder epaulette. Color: Green Size: 1-5/8" x 1-5/8" National Emblem #108077	National Emblem #108077	EA	\$ <u>.81</u>
56.	<b>CAPTAIN BAR (Shirt Size)</b> Captain rank designation. BDU shirt collar. Color: Gold Size: 1-1/4" x 1-1/4" National Emblem #108074	National Emblem #108074	EA	\$ <u>.79</u>
57.	<b>CAPTAIN BAR (Shirt Size)</b> Captain rank designation (subdued). BDU shirt collar. Color: Green Size: 1-1/4" x 1-1/4" National Emblem #107075	National Emblem #108075	EA	\$ <u>.79</u>
58.	<b>DEPUTY CHIEF BAR (Shirt Size)</b> Deputy chief designation. BDU shirt collar. Color: Gold Size: 1-1/4" x 1-3/4" National Emblem #108067	National Emblem #108067	EA	\$ <u>1.17</u>
59.	<b>DEPUTY CHIEF BAR (Shirt Size)</b> Deputy chief designation. BDU shirt collar (subdued) Color: Green Size: 1-1/4" x 1-3/4" National Emblem #108068	National Emblem #108068	EA	\$ <u>1.17</u>

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60.	<b>DEPUTY CHIEF BAR (Jacket Size)</b> Deputy chief designation. Foul weather jacket epaulette. Color: Gold Size: 1-5/8" x 2" National Emblem #108069	National Emblem #108069	EA	<u>\$ 1.18</u>
61.	<b>DEPUTY CHIEF BAR (Jacket Size)</b> Deputy chief designation. Foul weather jacket epaulette. Color: Green Size: 1-5/8 x 2" National Emblem #108070	National Emblem #108070	EA	<u>\$ 1.18</u>
62.	<b>UNDERSHERIFF BAR (Shirt Size)</b> U.S. rank designation. BDU shirt collar. Color: Gold Size: 1-1/4" x 2-7/16" National Emblem #108071	National Emblem #108071	EA	<u>\$ 1.20</u>
63.	<b>UNDERSHERIFF BAR (Shirt Size)</b> U.S. rank designation. BDU shirt collar. Color: Green Size: 1-1/4" x 2-7/16" National Emblem #108072	National Emblem #108072	EA	<u>\$ 1.20</u>
64.	<b>UNDERSHERIFF BAR (Jacket Size)</b> U.S. rank designation . Foul weather jacket. Shoulder epaulette. Color: Gold Size: 1-5/8" x 3-1/4" National Emblem #108073	National Emblem #108073	EA	<u>\$ 1.88</u>
65.	<b>SHERIFF BAR (Shirt Size)</b> Sheriff rank designation. BDU shirt collar. Color: Gold Size: 1-1/4" x 3-1/16" National Emblem #108088	National Emblem #108088	EA	<u>\$ 4.26</u>

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66.	<b>SHERIFF BAR (Shirt Size)</b> Sheriff rank designation. BDU shirt (subdued) Color: Green Size: 1-1/4" x 3-1/16" National Emblem #108087	National Emblem #108087	EA	\$ <u>4.26</u>
67.	<b>LONGEVITY STAR (Deputy)</b> Longevity Star Class "A" jacket. Lower off sleeve. Color: Gold Size: 1-1/8" x 1-1/8" National Emblem #108084	National Emblem #108084	EA	\$ <u>.36</u>
68.	<b>CADET</b> 8300 Cadet shoulder rocker. Color: Gold Size: 1-1/4" x 4" National Emblem #108064	National Emblem #108064	EA	\$ <u>1.15</u>
69.	<b>CHAPLAIN</b> Sheriff's chaplain shoulder rocker. Color: Gold Size: 1-1/4" x 4" National Emblem #108065	National Emblem #108065	EA	\$ <u>1.20</u>
70.	<b>SAN FRANCISCO POLICE ACADEMY.</b> As Needed. Size: 4" x 5" National Emblem #108090	National Emblem 108090	EA	\$ <u>2.47</u>
71.	<b>SAN FRANCISCO POLICE ACADEMY (Small)</b> As Needed. Size: 2-11/16" x 3-3/8" National Emblem #108089	National Emblem #108089	EA	\$ <u>2.79</u>
72.	<b>SAN FRANCISCO SHERIFF (Shoulder emblem)</b> Size: 4" x 5" National Emblem #84899	National Emblem #84899	EA	\$ <u>1.34</u>

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73.	<b>SAN FRANCISCO SHERIFF (Subdued shoulder emblem)</b> Size: 4" x 5" National Emblem #106688	National Emblem #106688	EA	<u>\$ 1.56</u>
74.	<b>SAN FRANCISCO SHERIFF (Cap emblem)</b> Size: 2-1/2" x 3" National Emblem #80872	National Emblem #80872	EA	<u>\$ .98</u>
75.	<b>SAN FRANCISCO SHERIFF (Subdued cap emblem)</b> Size: 2-1/2" x 3" National Emblem #106269	National Emblem #106269	EA	<u>\$ 1.27</u>

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**BID AND CONTRACT CONDITIONS**

**TERMS RELATED TO BIDDING**

**1. 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.

**2. ALTERNATES**

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. Purchasing shall be the sole judge as to whether such alternate articles are acceptable. Unless bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with its bid full information, specifications and descriptive data on items offered. Purchasing reserves the right to permit deviations from the specifications if any article offered is substantially in accord with Purchasing's specifications and is deemed by Purchasing to be of as good quality and as fully satisfactory for its intended use, Bidder is responsible for identifying any deviations from Purchasing's specifications.

**3. ARTICLES FURNISHED**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**4. 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.

**5. CONDITION OF ARTICLE**

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

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**6. 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.

**7. FOB POINT**

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

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. CASH DISCOUNTS; TERMS OF PAYMENT (Commodities and Equipment Only)**

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days.

Example: "1%, 30 days. Net 31."



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- b. The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
- c. The discount period will start upon date of completion or delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- d. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions of "c." and "d." above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

**13. 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.

**TERMS RELATED TO THE CONTRACT**

**14. INSPECTION**

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

**15. 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.

**16. 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, arising 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

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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.

**17. 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.

**18. 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.

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**19. 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.

**20. 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.

**21. 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

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approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract 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.

**22. 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 possessory 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.

**23. USE OF CITY OPINION**

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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.

**24. 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.

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**25. 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 provisions 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. **Compliance and Enforcement.**

**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.

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**26. 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.

**27. 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.

**28. 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

**29. 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.

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**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. BID PROTESTS**

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

**END OF BID AND CONTRACT CONDITIONS**



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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**35. CONTRACT TERM**

The contract period shall be for thirty-six (36) months. The term of this contract is the period from award execution date, approximately August 1, 2007, or the above stated term date whichever is later, through the last day of the month of a 36 consecutive month period.

**36. CONTRACT EXTENSION**

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

**37. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

**38. LEFT BLANK BY AGREEMENT OF THE PARTIES**

**39. LEFT BLANK BY AGREEMENT OF THE PARTIES**

**40. LBE ORDINANCE**

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:

[www.sfhrc.org](http://www.sfhrc.org)

Click on 14B (LBE) Requirements & Forms.

Click on appropriate LBE Certification Application.

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**GENERAL CONDITIONS (Continued)**

**41. CLAIM FOR PREFERENCE**

To claim preference under the LBE Ordinance, see Bid Questionnaire attached.

**42. BID PREFERENCE FOR BROKERAGE SERVICES**

Pursuant to Section 14B.7 of the Administrative 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 provider, 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 an LBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**43. LBE SUBCONTRACTING**

A. 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, subconsulting 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.

B. Examples of Good Faith Efforts

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

- (1) Identifying and selecting specific products or services which can be subcontracted to certified LBEs.
- (2) Providing written notice to potential LBE subcontractors that Bidder will be bidding on this Contract and will be seeking subcontractors.
- (3) 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.

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**GENERAL CONDITIONS (Continued)**

- (4) 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.
- (5) Providing interested LBEs with information about the scope of work.
- (6) Negotiating in good faith with the LBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any LBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested LBEs in obtaining insurance required by the City and the prime contractor.
- (8) 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.

C. Examples of Subcontracting

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

- (1) 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);
- (2) packing containers and materials used to ship the City's order;
- (3) services of the carrier who delivers the City's orders;
- (4) 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.

D. Reports

On a quarterly (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31) basis, 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 and to meet the percentage goal.

E. 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 obtain an updated copy of HRC's database at least **quarterly**. Please call HRC at (415) 252-2500.

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**GENERAL CONDITIONS (Continued)**

**44. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

**45. CONFLICT OF INTEREST**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**46. NON-WAIVER OF RIGHTS**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

**47. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**48. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

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**GENERAL CONDITIONS (Continued)**

**49. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**50. REPORTS BY CONTRACTOR**

**MULTI-YEAR TERM CONTRACT**

Each year, ninety (90) days before each anniversary date of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding twelve months. The report must be in a format acceptable to the City and must list by department or location the following: (1) all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this contract. Contractor shall send the reports to:

Mary Cortez, Purchaser  
Re: Term Contract No. 81407  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**51. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**52. SUBCONTRACTING**

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

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**GENERAL CONDITIONS (Continued)**

**53. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**54. SEVERABILITY**

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**55. EMERGENCY - PRIORITY 1 SERVICE**

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency.

In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**56. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Standard Bid Forms, P-225, Item 1.

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**GENERAL CONDITIONS (Continued)**

**57. TERM BID – 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.

**58. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.
- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.

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**GENERAL CONDITIONS (Continued)**

- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

C. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

**59. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- (a) Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.



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**GENERAL CONDITIONS (Continued)**

- (b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- (c) If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**60. LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

**61. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**62. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion.

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**GENERAL CONDITIONS (Continued)**

The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**63. CONTRACT PRODUCT/SERVICE QUALITY REPORT**

Departments may complete and return to Purchasing these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**64. NONDISCLOSURE OF PRIVATE INFORMATION**

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to al of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
  - (i) The disclosure is authorized by this Contract.
  - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other

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**GENERAL CONDITIONS (Continued)**

remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

**65. GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.

**66. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**

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**SPECIAL CONDITIONS**

**67. PURPOSE**

The purpose of this contract is to provide employees of the City and County of San Francisco, Sheriff Department Personnel, with Uniforms and Uniform Accessories of the highest quality.

**68. 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 and Time:** July 6, 2007, 10:00 a.m.

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

It is requested that bidder's questions concerning this Contract Proposal be submitted by e-mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Mary Cortez, Purchaser and Trudye Byars, Senior Purchaser  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Goodlett Place  
San Francisco, CA 94102-4685  
Mary.Cortez@sfgov.org  
[Trudye.Byars@sfgov.org](mailto:Trudye.Byars@sfgov.org)  
Fax: (415) 554-6717

Please reference Contract Proposal No. 81407.

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.

**69. SPECIFICATIONS**

All items covered by this contract proposal must fully comply and be in strict accordance with the specifications and standards set forth in each line item of each section and subsection of the Special Conditions and the attached detailed specifications Attachment "B" herein and made part of this contract.

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**70. DELIVERY / PICK-UP**

- A. All items and services to be provided under this contract shall be provided on a will-call/pick-up basis. Contractor must also provide optional delivery service for any item covered by the contract, to a department location specified by the Sheriff's Department, at no cost to the City.
- B. Any uniform which requires a special or custom order shall be available for pick-up to Sheriff Department employee(s), or delivery/shipment to a location specified, within thirty (30) days of order placement.
- C. Contractor must notify Sheriff Department employee(s) of receipt of all order(s) placed and for pick-up/delivery/shipment of all orders. The Contractor shall make notification of orders for pick-up/delivery/shipment by means of a phone call to the Sheriff Department employee(s).
- D. All uniform and uniform accessories must be available for pick-up by City employee(s) or delivery to Department location within fourteen (14) days of order placement and/or proper fitting.
- E. Upon issuance/delivery/shipment of uniforms and uniform accessories from the Contractor to the individual employee, the employee shall notify the Contractor within fourteen (14) working days via email, phone or fax, for any necessary resizing, alterations, or exchanges required. Resizing, alterations, exchanges shall be completed by the Contractor within five (5) days of notification, and at no additional cost to the City.

**71. FITTING AND ALTERATIONS**

- A. Contractor shall provide qualified personnel at the Contractor's facility in San Francisco, to take individual sizing (i.e. measurements and fittings) to perform any/all alterations, including embroidery work, and to distribute the uniforms and uniform accessories to each Deputy, at no additional cost to the City. The Contractor must maintain professional tailors on-site during business hours and provide a sufficient number of qualified personnel to accommodate any reasonable number of officers without undue delay.
- B. Patches, emblems, cloth stars, embroidered insignias or other such components, as may be required for uniform procurements as specified in "Attachment C", shall be acquired by the Contractor from the company "National Emblem" as specified in "Attachment C" by item numbers. No other source for these specified items will be allowed. Contractor to provide and attach all Patches, emblems, cloth stars, embroidered insignias or other such components "in-house" on Contractor's local retail premises at no additional cost to the City.
- C. Uniform items shall be custom fitted to the satisfaction of the individual employee. When a question of proper fit arises, a representative designated by the Sheriff's Department shall resolve the question, and his/her decision shall be final.

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- D. Minor alterations such as waist alterations, and pant hemming, as required, shall be performed by Contractor to assure proper fit of each uniform at no additional cost to the City **WHILE THE OFFICERS WAIT**. When a question of proper fit arises, representative(s) designated by the Sheriff shall resolve the question and their decision shall be final.

Embroidery items (name, badge, star and star number) must be available for pick-up or delivery within two (2) business days.

- E. The Contractor must, upon request of the Sheriff's Department representative, open for business during times of emergency as defined by the Sheriff's Department or its representative, in order to provide uniform components and alterations WHILE THE OFFICERS WAIT. The Contractor must provide sufficient personnel to handle these emergencies

**72. LABELING**

Applicable articles in contract must be labeled in conformance with the Federal Trade Commission regulations, Textile Labeling and Care Instructions, FTC's Textile Fiber Products Act requirements and the Wood Products Labeling Act.

**73. MAINTENANCE OF STOCK**

- A. Contractor shall, during the full term of the contract and any extension thereof, maintain stocking levels of twenty percent 20% on all contract items to satisfy the City's requirements. Failure to maintain this adequate stocking requirement, as determined by the Purchaser, may result in application of Contractors Default Clause, General Condition No. 47, and result in termination of contract and or other action(s).
- B. Contractor shall maintain an inventory of the following Department specified cloth patches in color and subdued/tactical and metal rank insignia items to be used on shirts, jackets, BDU's, baseball caps, etc. including but not limited to the following: Shoulder and badge patches; baseball cap patches; longevity stars for Class A Jackets; longevity stripes for BDU's and Class A/B Shirts; Senior Deputy and Sergeant Chevrons; Lieutenant & Captain's Bars (shirt and jacket size in both cloth and metal); Deputy Chief; Undersheriff and Sheriff stars (shirt and jacket size in both cloth and metal); Crossed Rifles, S.R.T. Crossed Rifles, E.S.U., F.T.O., J.T.O., C.T.O. metal pins.

**74. SAMPLES**

- A. Samples of any or all items to be furnished under this contract may be required from Bidder(s) prior to award, at no cost to the City.
- B. Bidder(s) must provide all sample(s) within ten (10) working days of notification. Failure of Bidder to provide all required sample(s) within ten (10) working days of notification may result in rejection of offer.

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- C. All samples must be individually marked with the Bidder(s)' name, address, Contract Number and Contract Proposal item number. All samples are to be delivered to the following address:

Purchasing Department  
City and County of San Francisco  
Purchasing Department, City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Mary Cortez

- D. All samples submitted will not be returned. Samples submitted by Contractor(s) will be retained by the City for comparison with items Contractor delivers under the contract.
- E. **Samples shall not be enclosed with bid.** The Purchaser reserves the right to refuse consideration of any bid that is enclosed with or attached to sample(s).

**75. QUALITY CONTROL**

Throughout of term of the contract and any extension(s) thereof, the City will cause comparisons to be made between contract items delivered by Contractor with contract specifications and samples provided prior to contract award.

In the event that any article fails to equal the specifications and sample(s) in quality, workmanship or compliance with the specifications, Purchaser may invoke General Condition No. 47, Contractor's Default Clause, and terminate this contract or take other appropriate action.

**76. INVENTORY REQUIREMENT**

- A. Contractor shall, during the full term of the contract, maintain twenty percent (20%) minimum stock on hand of uniforms and uniform components, to satisfy the requirements of the Sheriff's Department. Failure to maintain the specified inventory requirement, as determined by the Purchaser, may result in termination of this contract.
- B. To minimize problems of restocking, Sheriff's Department will furnish Contractor with a forecasted projection of the number of uniforms required for the final six months of the contract term for recruit personnel.

**77. SUBSTITUTIONS**

Any substitution of items covered by this contract made without written permission of the Sheriffs Department and Purchasing will be cause for termination of the contract.

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**78. ALTERNATES**

- A. Alternates will be considered and subject to San Francisco Sheriff's Department approval. Only one (1) product (brand/model/style) can be offered by each bidder for each item contained in this contract proposal.
- B. If Bidder is offering an alternate to the brand/model/style specified in the contract, Bidder must clearly indicate on the Bid Sheet the alternate brand/model/style they are offering. Alternate brand/model/styles, etc. will be subject to San Francisco Sheriff's Department approval. When a Bidder does not state a brand/model/style on their Bid Sheet, Purchasing will evaluate that item as the specified brand/model/style.
- C. The words "acceptable equal" may be presumed to follow any brand name that meets the specifications contained herein.
- D. Bidder must submit, on a separate sheet of paper, a detailed listing of any deviation(s) from the contract specifications for each alternate item they are offering. Failure to submit such documentation may result in rejection of the alternate item.

**79. SWEATFREE CONTRACTING**

- 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 "Sweatfree Contracting information form," form P-12U-I. By completing this form, the bidder will identify any potential subcontracts that are covered by the Ordinance. The second is the "Sweatfree Ordinance compliance form," form P-12U-C. By completing this form, the bidder will inform the City of how many of the Ordinance's specific requirements it will comply with. Bidders must return both forms even if the information the bidder provides, or the bidder's potential subcontractors provide, indicate that the bidder or subcontractors might not comply completely with Chapter 12U. Failure to complete and return the forms may result in rejection of the bid because the bidder is non-responsive.

The forms are available on OCA's website. See subparagraph h below.

**c. Subcontractors must complete the forms**

Bidders are responsible for requesting information from their potential subcontractors. When a bidder identifies a potential subcontract that is covered by the Ordinance, the bidder must ask the potential subcontractor to review the Ordinance and the forms. This



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process continues through lower tiers of potential subcontractors, stopping when a subcontractor makes no purchases that qualify as subcontracts under the Ordinance.

**d. Subcontracts and subcontractors**

The definitions of "subcontract" and "subcontractor" affect how the prime contractor and subcontractors complete forms P-12U-C and P-12U-I.

The Ordinance defines a "first-tier subcontract" as a subcontract **of any amount** for any work pursuant to the prime contractor's contract with the City. The Ordinance defines a "lower-tier subcontract" as an agreement between a first-tier (or lower) subcontractor and a second-tier (or lower) subcontractor for work for the City contract, except there are the following monetary thresholds: the subcontract must be **at least \$25,000**, or **at least 10%** of the higher-tier subcontract, **whichever is less**.

**e. Applying the 10% or \$25,000 test**

For a lower-tier subcontract to be covered, the 10%/\$25K test applies to the amount of product being purchased so that the subcontractor can fill its part of the City's order, and not to the total amount of the subcontractor's purchase. For example, suppose the prime contractor (A) issues a \$50,000 subcontract to B to help fill a City purchase order. B in turn buys \$4,000 worth of cloth to fill that order, but the \$4,000 purchase is part of a \$25,000 order to B's usual cloth manufacturer, company C. The \$25,000 order from B to C is not a covered subcontract under the Ordinance, even though it meets the 10%/\$25K test. The \$4,000 portion of the order attributable to the City work does not meet the test.

**f. Addresses**

The Ordinance requires two types of addresses for the subcontractors:

- The address "of each Subcontractor to be utilized in the performance of the Contract."
- "The address of each manufacturing or other facility or operation of the Contractor and its Subcontractors for the performance of the Contract. "

The City interprets the first address to be the business address of the subcontractor, for example, where the prime contractor mails its purchase order to the sub.

If you provide only one address for a subcontractor, then the City will assume that it is the address of the subcontractor's regular business office and the facility where the sub will manufacture whatever is needed for the City's order.

**g. What the City does with information about the prime contractor and subcontractors**

The Ordinance requires the prime contractor and covered subcontractors to provide the following relating to a City bid or purchase order:

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- Company name
- Address (where the City will mail its purchase order, or where the prime contractor will mail its purchase order to the subcontractor)
- Address of each manufacturing or other facility or operation for the performance of the contract.
- State tax identification number.
- The anticipated amounts of the subcontracts.

The Ordinance requires the City to post first four bullets on the website, except that the City will not post the tax identification number if it is the Social Security number of an individual as opposed to a business. Please advise if any identification number is a Social Security number.

**h. Website**

For copies of the Ordinance and the forms, visit Purchasing's website at: [www.sfgov.org/oca](http://www.sfgov.org/oca). Then scroll down to the Sweatfree Contracting banner.

**i. Contract condition**

The following language will appear in the contract awarded from this bid:

**Sweatfree Procurement**

Contractor, shall comply with all the requirements of the Sweatfree Contracting Ordinance set forth in Chapter 12U of the San Francisco Administrative Code as it now exists or as it may be amended in the future, 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 Sweatfree Contracting Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's failure to comply with any applicable provision of the Sweatfree Contracting 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 Sweatfree Contracting Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12U. The text of the Sweatfree Contracting Ordinance is available on the web at [www.sfgov.org/oca/](http://www.sfgov.org/oca/) under Purchasing.

By entering into this Agreement, Contractor agrees that in the event the Director of the Office of Contract Administration determines Contractor or any Subcontractor of Contractor has failed to comply with the Sweatfree Contracting Ordinance, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that a sum equal to the greater of \$1,000 or 20% of the amount of goods provided

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in violation of the Sweatfree Contracting Ordinance is not a penalty, but is a reasonable estimate of the loss that City will incur based on Contractor's failure to comply, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this or other contract with the City and County. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Sweatfree Contracting Ordinance.

**80. WARRANTY**

- A. By submitting their bid, the Contractor warrants all items against faulty or defective construction, workmanship and materials. Contractor further warrants that all items comply fully with all contract specifications and standards.
- B. During the manufacturer's warranty period, the Contractor agrees to remedy by replacing any item which may become damaged or defective due to normal use at no charge to the City.
- C. Uniform items shall be custom fitted to the satisfaction of the individual employee. When a question of proper fit arises, a representative designated by the Sheriff's Department shall resolve the question, and his/her decision shall be final.
- D. Contractor agrees to replace any and all item(s) found to be damaged, defective or in non-compliance with specifications within ten (10) days of notification. This includes any and all factory-recalled item(s) by the manufacturer immediately upon Contractor having been notified by said manufacturer. Contractor shall immediately notify a Sheriff's Department representative upon being notified by a manufacturer of a recall or becoming aware that a manufacturer's recall pertains to any item(s) covered by this contract.

**81. DESCRIPTIVE DATA**

All Bidders, including Bidders who are bidding the specified brands, should submit with their bids complete specifications and descriptive data on the items and material offered. Failure to submit information may result in rejection of bid.

**82. CONTRACTOR'S REQUIREMENTS/RESPONSIBILITIES**

- A. All bidders must have in-depth technical knowledge and experience in the products covered by the contract in order to receive consideration.
- B. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of twenty percent (20%) on all products and articles required by the Sheriff's Department. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 47) of the 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

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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, Monday-Friday, 7:00 a.m. - 5:00 p.m., Saturday, 7:00 a.m. – 2:00 p.m.

- D. Contractor shall maintain a primary retail store and provide qualified personnel at one or more reasonable and convenient locations within San Francisco to take measurements, fit and make proper alterations and embroidery, as well as to distribute/deliver/ship uniforms and uniform accessories. Contractor's location must be acceptable to the Sheriff's Department.
- E. Contractor must have a storage warehouse, distribution facility, parking area and will-call/pick-up counter located within the City and County of San Francisco. Changing/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. Contractor shall provide and maintain in operable condition all necessary tailoring/alterations equipment essential to perform required tasks of onsite alterations, repairs, embroidery, etc. This includes the requirement of Contractor to have embroidery equipment on the Contractor's local retail premises and NOT subcontract such work "out of house." The embroidery machine, its software, and product output shall be subject to the Sheriff's Department approval prior to award of contract.
- G. Contractor shall provide an accessible electronic means of communication with the City & County of San Francisco. This means of e-commerce shall be in form of e-mail, fax and phone, for Sheriff's Department employees and Purchasing to place orders, change orders, make inquiries, submit concerns, to receive scheduled reports and notices of orders and requests.
- H. Contractor's facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
- I. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- J. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock, during the contract term, to aid Purchaser in determining Contractor's continuing ability to satisfy the terms and conditions of the contract.
- K. If any uniform item(s) becomes misplaced or damaged while in the possession of the Contractor, Contractor is responsible for paying full cost of or replacing the item(s) with exact type/brand/style.

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**83. LOCAL REPRESENTATIVE**

- A. Contractor shall provide a local representative to work with the Sheriff's Department on a bi-weekly Basis or more often as needed, at no cost to the City. Services to be provided must include but not limited to:
1. Determining order and delivery lead times to satisfactorily meet contract stock requirements.
  2. Assisting with difficult fittings that may be required
  3. Handling all problems with merchandise defects
  4. Coordinate order placements for new-hire academy and recruit core/SFSD in-house training classes, etc.
  5. Coordinate the pickup of outstanding items
- B. Upon request from the Sheriff's Department, Contractor shall provide manufacturer factory training to designated Sheriff Department representatives on the proper sizing of coats, pants and jackets for both men and women, at no additional cost to the City.

**84. CITY DEPARTMENT'S RESPONSIBILITIES**

- A. Monitor and document Contractor(s)' performance and furnish Purchaser copies of records, correspondence and all other documentation relevant to Contractor(s)' performance. See Attachment A.
- B. Inspect material received from Contractor(s) 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 Purchaser and Contractor any product defects or premature failures.
- D. Provide the Purchasing Department with documentation of unsatisfactory performance of the contract vendor.
- E. Verify Contractor(s)' invoices and ensure that payment terms reflect any applicable cash discount for payment within thirty (30) days when stated in the contract.
- F. Show any applicable cash discount for payment within thirty (30) 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.

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**85. BID SECURITY**

Each bid must be accompanied by a bid bond, or money order, or a cashier's check or certified check, in the amount of \$2,000.00 payable to the City and County of San Francisco, to guarantee the furnishing of the performance bond required herein. Personal checks will not be accepted. **Security bonds will be returned after award is made.**

**86. INSURANCE**

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

- A. Contractor will maintain in force, during the full term of the contract, insurance in the following amounts and coverage:
  - 1. Workers' Compensation, with Employers' Liability limits not less than \$1,000,000. each accident.
  - 2. Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad form Property Damage, Personal Injury, Products and Completed Operations.
  - 3. Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverages, as applicable.
- B. General Liability & Automobile Liability Insurance policies shall be endorsed to provide the following:
  - 1. Name as ADDITIONAL INSUREDS 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 contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. All policies shall provide thirty (30) days advance written notice to City of cancellation, mailed to the following address:

Director of Purchasing  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

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- D. Before commencement of the term of this contract, certificates of insurance, in form and with insurers acceptable to the City, evidencing all required insurance, shall be furnished to the City, with complete copies of policies upon request.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of one year beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and 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 limits specified above.
- G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of such lapse of insurance.
- H. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

**87. FAILURE TO EXECUTE CONTRACT**

Within ten (10) days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and specified insurance certificates to the City.

If the bidder fails or refuses to furnish the required bond and insurance within ten (10) days after receiving notice from Purchasing to file such bond, 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 and the City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the contract documents.

If the contractor fails or refuses to perform at any time during the entire term of contract 81407 in any or all requirements under any section and/or sub-section of the Terms and Conditions stated in Contract 81407, the City may exercise its rights under Contract 81407, General Condition Section 47 and Special Condition Section 77, to terminate such contract with the awarded Contractor, to purchase uniforms from an alternate source, even if they are more expensive, to call on Contractor's performance bond, and take any other appropriate action the City deems necessary. The City hereby reserves its rights under Contract 81407, in law, and in equity, including its rights to recover any and all damages it suffers.

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**88. CHANGE OF CONTRACTORS**

Should this contract necessitate a change in contractors both contractors shall work to a systematic change. The newly awarded contractor shall assume the responsibility to supply all items under this contract only after receiving confirmation from the City that they have provided all bonding and notice of inventory. Excess inventory shall be the responsibility of the prior contractor.

**89. ADVERTISING PROHIBITION**

Contractor and/or subcontractors agree not to advertise or promote the San Francisco Sheriff's Department patch, star, or name to sell a product. The San Francisco Sheriff's Department patch, star, or name shall not be used in any advertising without the written permission of the San Francisco Sheriff.

**90. PRICE**

- A. Only the bid price that appear on the City's Contract Proposal Bid Sheet will be considered. No other pages with prices or attached price list and/or catalog prices, will be considered as a valid bid price.
- B. Bid prices are to remain firm for the first twelve- (12) months of the term of the contract and then may be adjusted in accordance with Special Condition No. 91 - Contract Price Escalation.
- C. Prices shall include all costs to the City.

**91. CONTRACT PRICE ESCALATION**

This is a thirty-six (36) month contract. Prices shall be firm as offered for the first twelve (12) months of the contract. Prices may be escalated or de-escalated commencing of the second year upon verification of price increases or decreased by vendor, properly documented, and requested in writing to the Purchaser. To justify increases, the Contractor must provide Purchasing with a letter from the manufacturer listing the item(s) and providing the reasons for the price increase. This letter must be documented with a copy of the catalog/list price for each item(s) 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, (12) months of contract extension. Prices may not be escalated by more than three percent (3%) per year regardless of the actual increase in prices. There is no limit to the percentage that prices may be de-escalated over the three-year period of this contract.

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



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**92. BID EVALUATION**

Bid prices will be evaluated for each item, based on the estimated quantity, times the bid price per unit, less applicable discount payment terms offered (see General Condition 12) and less any applicable LBE preference (see General Conditions 25), and applicable sales tax adjustment (See Special Condition 93).

Items with an indefinite annual estimated quantity will be evaluated with the quantity of one. The bid price for these items is for establishing a firm price and ordering during the term of the contract. The prices for these items shall be incorporated and made part of this Agreement. Bidder must provide prices for these items that do not exceed pricing charged to other jurisdictions of a similar size. In the event that the prices exceed these requirements, Purchaser reserves the right to reject offer.

**93. ADJUSTMENT OF BID PRICE FOR SALES TAX**

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

**94. AWARD**

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

- A. 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 that the Bidders' meet all of the contract qualifications.
  3. Any other factors deemed pertinent.
  4. Prior to award of the contract, the SFSD shall review the bid to ensure compliance and satisfaction with the terms & conditions of the contract.
- B. The Purchaser reserves the right to make adjustments within the aggregate, awards on separate items or in an aggregate of several or all items if it is in the best interest of the City to do so.
- C. The Purchaser reserves the right to make "NO AWARD" and delete from consideration for award any item listed in the Bid Sheets of this Contract Proposal.

**95. ADDITIONAL ITEMS**

- A. Additional items may be added to this contract, by mutual agreement of the parties.

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- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (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 Department. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation (supported by manufacturer's invoice) provided by the Contractor, for each item.
- D. All additional items added to the contract shall be approved through issuance of a contract modifications.
- E. In the event the aggregated cost of the contract increases by more than twenty percent (20%) of the total value of the original contract, or the increase totals more than \$50,000, the excess of these limits shall be bid in accordance with previous Purchasing procedures.

The resulting bid award shall be added to the contract through a contract modification and include Contractor's name and information, complete service description, delivery information and pricing information.

- D. The contract term for the additional items added to the contract after the initial award, shall be the remaining term of the existing contract and any extension thereof.

**96. ORDERING**

- A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order, by the Sheriff's Department, during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item(s), quantity and contract price.
- C. The City allocates to each officer an allowance providing for uniform and uniform accessories. For direct sales to individuals (items ordered without an authorized Sheriff's Department voucher), Contractor may sell contracted items to Sheriff's officials for official business, at a cash price not to exceed that of the contract price(s). Where such sales are made, Contractor must look solely to the individual for payment.

**97. TRANSMITTAL REPORTS**

Contractor shall provide and submit, as scheduled by the Sheriff Department, an electronic means of bi-monthly or monthly reporting specified in this section. The reporting document shall be an emailable document to authorized department personnel. The report format must meet the functional satisfaction of the Sheriff's Department in the form of an agreeable format, i.e. Word/PDF/Excel. These electronic transmittal reports shall at a minimum consist of the following:

- A. Bi-Monthly/Monthly sales report activity, to include any backordered items, all dates, costs.

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- B. Stocking levels of all items that are on the contract.
- C. Outstanding items awaiting pickup and/or payment.

**98. BILLING**

All invoices for uniforms and uniform accessories specified in this contract proposal, must show the contract number, contract item number, complete description of products being purchased, quantity ordered, contract payment terms and contract price.

No minimum order charges will be honored by the City on orders covered by his contract. Contractor must accept and process without any extra charges, orders for any small quantity as requested by the City.

Failure to submit invoices with all required information or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when the City receives a properly completed invoice containing all the required information. Note: Invoices must be submitted in triplicate.

**99. TERMS OF PAYMENT**

Bidder(s) may offer any discount for payment of purchases made within thirty (30) days of receipt of invoice. However, for the purpose of this bid proposal, the maximum discount that will be applied for bid evaluation purposes will be two percent (2%) limit will be taken as a trade discount, and will be deducted from the invoice amount without regard to payment date.

**100. PAYMENT**

- A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid, the City agrees to pay for all products at said price. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract.
- B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**101. ENTIRE AGREEMENT**

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

**102. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at Central 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.

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**Bidders are to return all required documents, which include:**

- A. Page 1 of the Contract Proposal completed and signed.
- B. Bid Sheets for items being bid on only.
- C. Specifications on alternate items bid.
- D. All questionnaires and forms completed and signed.
- E. Bid Security.
- F. Bidders shall mail bid in an envelope clearly marked with the bid number and due date (lower left corner).

**Bids must be made on the enclosed bid sheets.** Prices should be clearly written by typewriter or pen and ink.

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

FOR MORE INFORMATION, call:

Mary Cortez  
Purchaser  
(415) 554-6751  
Mary.Cortez@sfgov.org

**END OF SPECIAL CONDITIONS**