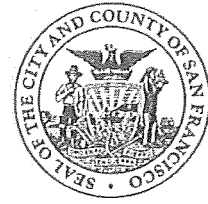


City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 1

Uniforms and Accessories for Parking Control Officers

Galls, LLC
 Melissa Castro
 1740 Cesar Chavez
 San Francisco, CA 94124
 Castro-Melissa@Galls.com

Date: September 27, 2013
 Buyer Name: Carolyn Sladnick
 Term contract: 81220
 City Blanket No. BPSF00003813
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000.00

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	10/01/11	09/30/13	\$1,000,000	
1	10/01/13	09/30/14	No change	One (1) year contract extension Price increase Update contract terms and conditions

This modification 1 changes the contract as follows:

It extends the contract one (1) year from October 01, 2013 through September 30, 2014, increases unit pricing 2.1% effective 10/01/13 and updates Bid and Contract Condition for Electronic payment; Bid and Contract Condition 25b, LBE Utilization; Liquidated Damages - Compliance and Enforcement; Bid and Contract Condition 29, Submitting False Claims; Monetary Penalties; General Condition 41, LBE; General Condition 43, Bid Preference for Brokerage Services; General Condition 44e, LBE Subcontracting - HRC Data on LBE's; General Condition 51, Reports by Contractor - Multi-Year Term Contract; deletes in its entirety General Condition 66, Graffiti Removal, and updates Special Condition 79, Adjustment of Bid Price for Sales Tax (refer to Attachment A).

All other terms and conditions remain the same.

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

10/1/2013
 Date

Approved by Contractor:


 Signature

10/1/2013
 Date

Name and title

Dave House, Senior Director of Sales

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MFG/BRAND/STYLE</u>	<u>UOM</u>	<u>PRICE AS OF 10/01/11</u>	<u>PRICE AS OF 10/01/13</u>
1	HEAVYWEIGHT JACKET Sizes: XS-XL See attached specifications	<u>Fechheimer 78141</u>	EA	<u>\$ 235.55</u>	<u>\$ 240.50</u>
1A	Same as Item 1; Sizes: 2XL - 5XL	<u>Fechheimer 78141</u>	EA	<u>\$ 282.65</u>	<u>\$ 288.59</u>
2	TROUSER, MEN'S; Sizes: 28-42; See attached specifications	<u>Fechheimer SFPDTRS01</u>	EA	<u>\$ 82.55</u>	<u>\$ 84.28</u>
2A	Same as Item 2; Sizes: 44 - 54 (or 64?)	<u>Fechheimer SFPDTRS01</u>	EA	<u>\$ 82.55</u>	<u>\$ 84.28</u>
3	SHIRT, MEN'S L/S; Sizes: 14 ½ - 18 ½; See attached specifications	<u>Fechheimer 45W6625</u>	EA	<u>\$ 36.15</u>	<u>\$ 36.91</u>
3A	Same as Item 3; Sizes: 19-22	<u>Fechheimer 45W6625</u>	EA	<u>\$ 47.05</u>	<u>\$ 48.04</u>
4	SHIRT, MEN'S S/S; Sizes: XS-2XL; See attached specifications	<u>Fechheimer 95R6625</u>	EA	<u>\$ 31.95</u>	<u>\$ 32.62</u>
4A	Same as Item 4; Sizes: 3XL-5XL	<u>Fechheimer 95R6625</u>	EA	<u>\$ 41.45</u>	<u>\$ 42.32</u>
5	SHIRT, WOMEN'S L/S; Sizes: 28-46; See attached specifications	<u>Fechheimer 102W6625</u>	EA	<u>\$ 36.15</u>	<u>\$ 36.91</u>
5A	Same as Item 5; Sizes: 48-52	<u>Fechheimer 102W6625</u>	EA	<u>\$ 47.05</u>	<u>\$ 48.04</u>
6	SHIRT, WOMEN'S S/S BLUE SHIRT; Sizes: 28-46; See attached specifications	<u>Fechheimer 152R6625</u>	EA	<u>\$ 36.15</u>	<u>\$ 36.91</u>
6A	Same as Item 6; Sizes: 48-52	<u>Fechheimer 152R6625</u>	EA	<u>\$ 47.05</u>	<u>\$ 48.04</u>
7	SHIRT, BDU, UNISEX L/S; Sizes: S-2XL; See attached specifications	<u>Fechheimer 528R5886</u>	EA	<u>\$ 33.85</u>	<u>\$ 34.56</u>
7A	Same as Item 7; Sizes: 3XL - 6XL	<u>Fechheimer 528R5886</u>	EA	<u>\$ 43.95</u>	<u>\$ 44.87</u>
8	BDU TROUSERS WITH CARGO POCKETS; Sizes: 28-42; See attached specifications	<u>Fechheimer 49320</u>	EA	<u>\$ 35.45</u>	<u>\$ 36.19</u>
8A	Same as Item 8; Sizes: 44 - 54	<u>Fechheimer 49320</u>	EA	<u>\$ 35.45</u>	<u>\$ 36.19</u>
9	WOMENS TEKTWILL CARGO POCKET TROUSER; Sizes: 2 - 24; See attached specifications	<u>Elbeco E9614LC</u>	EA	<u>\$ 35.45</u>	<u>\$ 36.19</u>

Attachment A
 Contract Modification No. 1
 Contract No. 81220
 Uniforms & Accessories for PCO
 Galls, LLC
 September 27, 2013

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MFG/BRAND/STYLE</u>	<u>UOM</u>	<u>PRICE AS OF 10/01/11</u>	<u>PRICE AS OF 10/01/13</u>
9A	Same as Item 9; Sizes 26 - 32	<u>Elbecco E9614LC</u>	EA	<u>\$ 42.55</u>	<u>\$ 43.44</u>
10	PULLOVER SWEATER; Sizes: XS-XL; See attached specifications	<u>Fechheimer 00721</u>	EA	<u>\$ 45.45</u>	<u>\$ 46.40</u>
10A	Same as Item 10; Sizes: 2XL - up	<u>Fechheimer 00721</u>	EA	<u>\$ 54.55</u>	<u>\$ 55.70</u>
11	SAI SWEATER, Black w/ Badge & Name Tag Holder School Apparel # 5510; Sizes: XS - XL; See attached specifications	<u>School Apparel 5510</u>	EA	<u>\$ 30.95</u>	<u>\$ 31.60</u>
11A	Same as Item 11; Sizes 2XL - 3XL	<u>School Apparel 5510</u>	EA	<u>\$ 34.65</u>	<u>\$ 35.38</u>
11B	Same as Item 11; Sizes 4XL - 5XL	<u>School Apparel 5510</u>	EA	<u>\$ 34.65</u>	<u>\$ 35.38</u>
12	V-NECK PULLOVER VEST, BLACK; Sizes: XS - XL; See attached specifications	<u>School Apparel 6600</u>	EA	<u>\$ 18.05</u>	<u>\$ 18.43</u>
12A	Same as Item 12; Sizes: 2XL - 5XL	<u>School Apparel 6600</u>	EA	<u>\$ 20.65</u>	<u>\$ 21.08</u>
13	UNIFORM CAP; Sizes: S-L, XL; M31WO or acceptable like alternate	<u>Fersten FP150</u>	EA	<u>\$ 8.15</u>	<u>\$ 8.32</u>
14	WINDBREAKER; Sizes: XS- XL; See attached specifications	<u>Fechheimer 73161</u>	EA	<u>\$ 82.25</u>	<u>\$ 83.98</u>
14A	Same as Item 14; Sizes: 2XL - 5XL	<u>Fechheimer 73161</u>	EA	<u>\$ 98.65</u>	<u>\$100.72</u>
15	PURSUIT PANTS, BIKE (long); Sizes: S-2X; See attached specifications	<u>Mocean 2020</u>	EA	<u>\$ 79.35</u>	<u>\$ 81.02</u>
15A	Same as Item 15; Sizes: 3X - 6X	<u>Mocean 2020</u>	EA	<u>\$ 79.35</u>	<u>\$ 81.02</u>
16	VAPOR POLO SHIRT # 0352; See attached specifications	<u>Mocean 0352</u>	EA	<u>\$ 34.35</u>	<u>\$ 35.07</u>
17	PURSUIT JACKET # 5054AC; See attached specifications	<u>Mocean 5054AC</u>	EA	<u>\$ 250.05</u>	<u>\$255.30</u>
18	SUMMIT PANTS #2021A; See attached specifications	<u>Mocean 2021A</u>	EA	<u>\$ 86.25</u>	<u>\$ 88.06</u>
19	ZIP-IN FLEECE JACKET; Sizes: S-2XL; See attached specifications	<u>Mocean 6551M</u>	EA	<u>\$ 52.55</u>	<u>\$ 53.65</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MFG/BRAND/STYLE</u>	<u>UOM</u>	<u>PRICE AS OF 10/01/11</u>	<u>PRICE AS OF 10/01/13</u>
20	ZIP-IN FLEECE VEST; Sizes: XS – 5XL; See attached specifications	<u>Mocean 0551</u>	EA	<u>\$ 43.15</u>	<u>\$ 44.06</u>
21	MENS LONG VELOCITY BIKE SHORTS; Sizes: XS – 5XL; See attached specifications	<u>Mocean 1051M</u>	EA	<u>\$ 51.25</u>	<u>\$ 52.33</u>
22	VAPOR POLO SHIRT (Long Sleeve); # 0353; See attached specifications	<u>Mocean 0353</u>	EA	<u>\$ 39.35</u>	<u>\$ 40.18</u>
23	HELMET, BIKE; Sizes: S-L; See attached specifications	<u>Bell Sports 120488</u>	EA	<u>\$ 27.55</u>	<u>\$ 28.13</u>
23A	Same as Item 23; Sizes: XL-up	<u>Bell Sports 2019853</u>	EA	<u>\$ 27.55</u>	<u>\$ 28.13</u>
24	5.11 5 in 1 JACKET #48017; Sizes: XS – 4XL; See attached specifications	<u>5.11 48017</u>	EA	<u>\$ 164.05</u>	<u>\$167.50</u>
25	5.11 TDU PANT # 74003-724; Sizes: XS – 4XL; See attached specifications	<u>5.11 74003-724</u>	EA	<u>\$ 31.75</u>	<u>\$ 32.42</u>
26	ATAC 8" BOOT # 12004; Sizes: 4-13; See attached specifications	<u>5.11 12004-019</u>	EA	<u>\$ 87.15</u>	<u>\$ 88.98</u>
27	ATAC 6" BOOT # 12002; Sizes: 4-13; See attached specifications	<u>5.11 12002-019</u>	EA	<u>\$ 61.55</u>	<u>\$ 62.84</u>
28	MEN'S LEATHER SHOES #834-6908; Sizes: 7-13; See attached specifications	<u>Thorogood 834-6908</u>	EA	<u>\$ 82.55</u>	<u>\$ 84.28</u>
29	WOMEN'S LEATHER SHOES #534-6908; Sizes: 6-11; See attached specifications	<u>Thorogood 534-6908</u>	SET	<u>\$ 82.55</u>	<u>\$ 84.28</u>
30	MEN'S PLAIN TOE CHUKKA #834-6906; See attached specifications	<u>Thorogood 834-6906</u>	EA	<u>\$ 84.85</u>	<u>\$ 86.63</u>
31	WOMEN'S PLAIN TOE CHUKKA #534-6906; See attached specifications	<u>Thorogood 534-6906</u>	SET	<u>\$ 84.85</u>	<u>\$ 86.63</u>
32	LACE-UP WORK BOOT #UABK; Sizes: 2-13; See attached specifications	<u>Redback UABK</u>	EA	<u>\$ 113.75</u>	<u>\$ 116.14</u>
33	MAGNUM STEALTH BOOTS, MENS #5198; Sizes: M=7-1 & Wide= 8-15; See attached specifications	<u>Magnum 5198</u>	SET	<u>\$ 73.15</u>	<u>\$ 74.69</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MFG/BRAND/STYLE</u>	<u>UOM</u>	<u>PRICE AS OF 10/01/11</u>	<u>PRICE AS OF 10/01/13</u>
34	MAGNUM STEALTH BOOTS, WOMENS # 5116; Sizes: 5-11; See attached specifications	<u>Magnum 5116</u>	EA	<u>\$ 77.85</u>	<u>\$ 79.48</u>
35	SHOULDER EMBLEM; BC Supply or acceptable like alternative.	<u>National Emblem 86838-100</u>	EA	<u>\$ 2.35</u>	<u>\$ 2.40</u>
36	SERGEANT STRIPES	<u>Patch Supply BC-30</u>	EA	<u>\$ 0.55</u>	<u>\$ 0.56</u>
37	HASH MARKS	<u>Patch Supply BC-28</u>	EA	<u>\$ 1.00</u>	<u>\$ 1.02</u>

Bid and Contract Condition for Electronic Payment is hereby deleted in its entirety and replaced with the following:

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

Bid and Contract Condition 25b, LBE Utilization; Liquidated Damages- Compliance and Enforcement, is hereby deleted in its entirety and replaced with the following:

b. Compliance and Enforcement

(1) 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 Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") 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 CMD 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 CMD 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 CMD or the Controller upon request.

Bid and Contract Condition 29, Submitting False Claims; Monetary Penalties, is hereby deleted in its entirety and replaced with the following:

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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; or (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.

General Condition 41, LBE, is hereby deleted in its entirety and replaced with the following:

41. LBE Ordinance –To qualify for a bid discount under the provisions of Administrative Code Chapter 14B, an LBE must be certified by the Contracts Monitoring Division (formerly ‘Human Rights Commission’) by the Bid Due date. The certification application is available from CMD (415) 581-2310, and on the web. CMD’s home page is:

<http://sfgsa.org/index.aspx?page=6130>

Click on the “LBE Certification” tab.

General Condition 43, Bid Preference for Brokerage Services, is hereby deleted in its entirety and replaced with the following:

43. LBE bid discount; brokerage services – Pursuant to Section 14B.7 of the Administrative Code, a bid discount will only be awarded to an LBE directly responsible for providing materials, equipment, supplies or services to the 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 the Contracts Monitoring Division. 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 CMD. 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.

General Condition 44e, LBE Subcontracting-HRC Data on LBE’s, is hereby deleted in its entirety and replaced with the following:

e. CMD Data on LBEs. Contractor will obtain from CMD a copy of CMD's database of LBEs, and this or other information from CMD, shall be the basis for determining whether a LBE is confirmed with CMD. Contractor will obtain an updated copy of CMD's database at least **quarterly**. Please call CMD at (415) 581-2310.

General Condition 51, Reports by Contractor – Multi-Year Term Contract, is hereby deleted in its entirety and replaced with the following:

51. Reports by Contractor

Multi-year Term Contracts

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to 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, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. XXXXX
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

General Condition 66, Graffiti Removal, is hereby deleted in its entirety.

Special Condition 79, Adjustment of Bid Price for Sales Tax, is hereby deleted in its entirety and replaced with the following:

79. Adjustment of Bid Price for Sales Tax. In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.