A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

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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, 2005, or the above stated term date whichever is later, through the last day of the month of a thirty-six 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 10 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. DBE COMPLIANCE DECLARATION, HRC FORM 3

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

39. NOT USED

40. DBE ORDINANCE

To qualify for a bid discount under the provisions of Admin. Code Chapter 14A, a DBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC, (415) 252-2500, and on the web at:

"http://www.ci.sf.ca.us/sfhumanrights/attachment.htm"

Click on "Certification Application (Schedule D)".

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41. CLAIM FOR PREFERENCE

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

42. BID PREFERENCE FOR BROKERAGE SERVICES

Pursuant to Section 14A.8 of the Admin. Code, a bid preference will only be awarded to a DBE, or DBE joint venture where the DBE'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. A DBE will be deemed to be directly responsible for providing the required commodity or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provided, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

A DBE 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 disadvantaged business preference program. Such a determination will be subject to audit by HRC.

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

43. DBE SUBCONTRACTING

A. <u>Subcontracting to DBEs</u>

Bidder is encouraged to make good faith efforts to award subcontracts to City and County of San Francisco-certified DBEs. 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. <u>Examples of Good Faith Efforts</u>

"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 DBEs.
- (2) Providing written notice to potential DBE 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 DBEs that are interested in participating in the project.

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- (4) Following up on initial notices the Contractor sent to DBEs by contacting the DBEs to determine whether they were interested in performing specific parts of the project.
- (5) Providing interested DBEs with information about the scope of work.
- (6) Negotiating in good faith with the DBEs, and not unjustifiably rejecting as unsatisfactory proposals prepared by any DBEs, as determined by the City.
- (7) Where applicable, advising and making efforts to assist interested DBEs in obtaining insurance required by the City and the prime contractor.
- (8) Making efforts to obtain DBE 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 DBE 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 DBE 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 DBEs and to meet the percentage goal.

E. HRC Data on DBEs

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

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44. PRE-BID CONFERENCE

A Pre-bid Conference will be held as follows:

Location: City Hall, Room 431

1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4683

Date and Time: June 9, 2005, 11:00 am

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 mail or fax at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Mary Cortez, 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

Please reference Contract Proposal No. 81163.

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.

45. 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.

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46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. REPORTS BY CONTRACTOR

MULTI-YEAR TERM CONTRACT

Every three months of this contract, Contractor must furnish a report of the total items ordered under this contract during the preceding three 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

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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. 81163 Office of Contract Administration Purchasing Division City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Mary.Cortez@SFGov.Org

52. 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

53. 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.

54. 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,

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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.

55. 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.

56. 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.

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

See attached Standard Bid Forms, P-225, Item 4.

58. 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.

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59. ADDITIONAL ITEMS

- A. If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties.
- B. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed 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 Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification.
- E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

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

60. 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.

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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.
- (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 \$2,070 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.

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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 fort in this section.

61. 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.
- (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.

62. NOTIFICATION OF 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.

63. CONTRACT PRODUCT/SERVICE QUALITY REPORT

The attached report (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return 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

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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. 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.

65. NONDISCLOSURE OF PRIVATE INFORMATION

As of March 5, 2005, 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.

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(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.

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

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 for the City and County of Francisco the following:

- A. Law enforcement uniform accessories and Miscellaneous Equipment to the San Francisco Police Department, Institutional Police, Parking and Traffic Department and other City law Enforcement departments, as may be required;
- B. Vehicular Helmets and Face Shields to various Departments including the San Francisco Police Department, San Francisco Sheriff Department, Department of Parking and Traffic, San Francisco International Airport Traffic Control, and other City Departments as may be required.

68. SPECIFICATIONS

All items must be manufactured to the highest standards of the industry and comply with the following additional requirements.

A. POLICE UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT

- 1. Patches and emblems required shall be provided and attached by the Contractor at no additional cost to the City. Contractor to provide various sizes of uniform accessories at no additional cost to the City.
- 2. Successful Bidder, shall be required to submit a copy of their Tear Gas License/permit issued from the State of California Department of Justice, Division of Law Enforcement for the sale of O.C. Spray (Item No. 27)
- 3. Upon issue of O.C. Spray (Item No. 27) from Contractor, First Aid Instructions must accompany each O.C. Spray Unit. Contractor must maintain deposit site for O.C. Spray unit.
- 4. Contractor must maintain deposit site for O.C. Spray monitoring system.

B. HELMETS AND FACE SHIELDS

All vehicular helmets must meet or exceed the requirement of D.O.T/FMVSS218 standards.

1. All helmets to be furnished under this contract shall be new and each helmet must have a permanent, affixed identification of the date of manufacture. Contractor to provide the City departments with various sizes at time or order placement.

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SPECIAL CONDITIONS (Continued)

- The successful Bidder(s) may be required to submit documented proof that the helmets to be furnished under this contract, meet or exceed D.O.T./FMVSS218 requirements.
- Contractor shall provide non-tarnishing mylar rank band on helmets in Silver or Gold, at no additional cost to the City. Unless otherwise stated on the Bid Sheet(s), the color rank band required from a Department will be determined at time of order placement.

69. IDENTIFICATION:

All Police Officers must present a current Police Department Identification Card prior to ordering any uniforms, accessories, emblems, or any miscellaneous equipment. **No purchases are to be made without this identification.**

70. VOUCHERS:

- A. Police Department will issue a uniform voucher to each employee requiring Law Enforcement Uniform Accessories provide by this contract. Sizes to be determined at time of order.
- B. Each employee shall take the original (white copy) of his/her uniform voucher to the Contractor to place orders and/or accept delivery of items. This uniform vouchers shall be signed by the authorized SFPD Property Control personnel.
- C. Under no circumstances shall the vendor accept any Police uniform vouchers that have been altered, edited or otherwise amended including, but not limited to, employee date, item description, or item quantity.
- D. Contractor shall return the original uniform vouchers to the Police Department, along with the corresponding invoices. Invoices that are not documented with uniform vouchers, as specified in this section, shall not be honored by the Police Department.

71. PICK-UP/DELIVERY

All items to be provided under this contract shall be provided on a will-call basis. City Department(s) may request and Contractor must provide delivery service for any item covered by this contract to a location specified by the Department, at no cost to the City.

- A. All 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.
- B. Helmets and face shields must be available for pick-up by City employee(s) or delivery to Department location within forty-five (45) days of order placement.

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SPECIAL CONDITIONS (Continued)

72. FITTING AND ALTERATIONS

- A. Contractor shall provide qualified personnel to take individual sizing, i.e. measurements fittings, alterations, and distribute the uniform accessories to each City employee at no additional cost to the City. The Contractor will provide a sufficient number of qualified personnel to accommodate any reasonable number of officers without undue delay.
- B. Alterations, as required, shall be performed by Contractor to assure proper fit of each contract item at no additional cost to the City.
- C. Contractor shall provide qualified personnel at one or more reasonable and convenient locations in San Francisco to take measurements, fit and make proper alterations and distribute uniform accessories and miscellaneous equipment and helmets and face shield. Locations must be acceptable to the Police and user Departments. Changing and fitting areas at the contractor's location, must not be viewed from the public portion of the retail outlet and must provide a secure environment for the employee(s) and their equipment.
- D. Contractor and City agree, in order to facilitate efficient distribution of the uniforms, the Department will control the number of employees per day to be fitted for uniform accessories. The Contractor will provide a sufficient number of qualified personnel to accommodate any reasonable number of employees without undue delay.
- E. Alterations, as required, shall be performed by Contractor, to assure proper fit of each uniform **at no additional cost to the City.** When a question of proper fit arises, representative(s) designated by the Department shall resolve the question and their decision shall be final.
- F. The Contractor must, upon request of the Department representative, open during times of emergency as defined by the Department or its representative, in order to provide uniform components and alterations **WHILE THE EMPLOYEE(S) WAIT.** The Contractor must provide sufficient personnel to handle these emergencies.

73. BIDDER'S/CONTRACTOR'S QUALIFICATIONS AND REQUIREMENTS

- A. In order to receive consideration, Bidder/Contractor must have in-depth technical knowledge and experience in the products covered by the contract.
- B. Contractor must have and maintain, throughout the contract term, and any extension thereof, stocking levels of (30%) on all products and articles required by the Police and user City Department. Failure to maintain adequate stock may result in the Purchaser invoking the Contractor's Default clause (General Condition No. 48) 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 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

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AWARD

LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

the Contractor is providing under this contract, to answer questions and offer any assistance required by City personnel, during City business hours. (7:00 A.M. – 5:00 P.M., Monday through Friday.)

- D. Contractor must maintain sufficient stock and adequate facilities to allow for immediate pick-up of a will-call orders places by the Police and user Departments.
- E. Contractor must have a storage warehouse, distribution facility, parking area and will-call counter (for Police and user Departments pick-ups) located within the City and County of San Francisco.
- F. 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.
- G. The City may make such investigations as it deems necessary to verify Bidders qualifications; therefore, Bidders shall be prepared to furnish within seven (7) business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations form the manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees and trade references.
- H. The City reserves the right to reject any bid on which the 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.
- I. 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.
- J. The City may require Contractor to provide within seven (7) business days from the date they are requested to do so, during the term of the contract, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturers they claim to represent, lines of credit with financial institutions and suppliers, number of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements. Failure to supply information or documentation requested within the seven (7) day period, may result in Contractor being declared in default of the contract.
- K. Contractor must maintain normal business hours of at least 7:00 A.M. to 5:00 P.M. Monday through Friday throughout the term of the contract, and be open at all time during that period. Additionally, Contractor must be capable of producing usage reports required under section No. 51 of this contract.

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A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

L. If any uniform item(s) becomes misplaced or damaged while in the possession of the Contractor, Contractor is responsible for paying full cost of replacing the item(s) with exact type/brand/style.

74. 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.
- 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 and receive authorization from the Purchasing Department prior to placing orders with another vendor.
- E. Verify Contractor(s) invoices and ensure that payment terms reflect any applicable cash discount for payment within thirty (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.

75. LABELING

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

76. MAINTENANCE OF STOCK

Contractor shall, during the full term of the contract and any extension thereof, maintain sufficient stock levels of 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. 48, and result in termination of contract or other action(s).

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

77. SAMPLES

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.

Bidder(s) must provide all sample(s) within ten (10) working days of notification. Failure of Bidder(s) to provide all required sample(s) within ten (10) working days of notification may result in rejection of offer.

All samples must be individually marked with the Bidder(s) name, address, City contract proposal number and contract proposal item number. All samples are to be delivered to the following address:

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

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.

Samples shall not be enclosed with bid. The Purchaser reserves the right to refuse consideration of any bid which is enclosed with or attached to sample(s).

78. QUALITY CONTROL

Throughout the 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 in quality, workmanship or compliance with the specifications, Purchaser may invoke General Condition No. 48, Contractor's Default clause, and terminate this contract or take other appropriate action.

79. SUBSTITUTIONS

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

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AWARD

LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

80. ALTERNATES

- A. Alternates will be considered. Only one (1) product (brand/model/style) can be offered by each Bidder for each item contained in this contract proposal. The words acceptable equal may be presumed to follow any brand name that meets the specifications contained therein.
- 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. When a Bidder does not state a brand/model/style on their Bid Sheet, Purchaser will evaluate that item as the specified brand/model/style.
- C. 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.

81. NO SWEAT SHOP CONDITIONS

The City and County of San Francisco has established, through passage of Resolution No: 545-97, a No Sweat Shop policy for procurement of uniforms and clothing and established criteria for no sweat shop conditions.

For the purpose of contracts for the purchase of uniforms and clothing, Bidder is requested to submit bids from manufacturers that comply with the following criteria:

- 1. <u>Child Labor</u>. The factory does not employ anyone younger than the legal age for children to in which the factory is located, and regardless of the legal age, does not employ anyone younger than age 15.
- 2. <u>Forced Labor</u>. The factory does not use forced labor of any kind, including but not limited to prison labor, indentured labor or bonded labor.
- 3. <u>Wages and Benefits</u>. The factory pays a wage which enables its employees to meet their basic needs for food, shelter, clothing, medical care and money set aside for future purchases. The factory also provides all benefits required by law in its country and compensates workers for overtime.
- 4. <u>Hours of Work</u>. Employees are not required to work more than 40 hours per week without overtime pay, or less hours if the law of the country in which the factory is located sets a shorter work week.
- 5. <u>Worker Rights</u>. The factory is a work place free from physical, sexual or verbal harassment. Employees have the right to speak up about conditions in the factory without fear of retaliation and have the right to form unions of their own choosing, without employer intimidation.

CONTRACT 81163

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

6. Health and Safety. The factory provides a safe and healthy working environment.

82. WARRANTY

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.

During the 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.

Contractor agrees to replace any item found to be damaged, defective or in non-compliance with specifications within ten (10) days of notification.

83. 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.

84. 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.

85. ADVERTISING PROHIBITION

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

86. PRICE

Bid prices are to be firm for the term from award date through July 31, 2008.

87. BID EVALUATION

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each item based on the estimated quantity times the bid price per specified unit, less any applicable DBE preference (see General Conditions 40 through 42) and applicable sales tax adjustment (see Special Condition 88).

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A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

Purchasing will attempt to evaluate this ("bid package" or "contract proposal" package) within thirty (30) days after receipt of bids(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date".

88. ADJUSTMENT OF BID PRICE FOR SALES TAX

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

89. 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 Bidder's meet all of the contractor's qualifications.
 - 3. Any other factors deemed pertinent.
 - 4. Prior to award of the contract, the SFPD shall review the bid to ensure compliance and satisfaction with the terms and conditions of the contract.
- B. The Purchasers 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.

90. AWARDED ITEMS

- A. If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing.
- B. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price.
- C. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

91. ORDERING

- A. Items to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

92. 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 this 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**.

93. PAYMENT

- A. The City agrees to pay for all products in accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid. 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.

94. DIRECT SALES TO EMPLOYEES

Contractor shall sell additional uniforms or components of uniforms to authorized personnel of the Police Department at cash price not to exceed that of the contract price. Where such sales are made, Contractor must look solely to the employee for payment. Contractor agrees to post a price list showing all uniform item prices in a conspicuous location at their place of business in San Francisco.

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

95. 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 \$2,500.00 payable to the City and County of San Francisco, to guarantee and proper execution of the contract. Personal checks will not be accepted.

96. INSURANCE

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

- A. Without in any way limiting Contractor's liability pursuant to the 'Indemnification" section of this contract, Contractor must maintain in force, during the full term of the contract, insurance in the following amounts and coverages:
 - Worker's Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
 - 2. 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 Damages, Personal Injury, Products and Completed Operations.
 - 3. Commercial 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. Commercial General Liability and Commercial 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 Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suite is brought.
- C. ALL POLICIES SHALL BE ENDORSED TO PROVIDE:

Thirty days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

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

- D. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years 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.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- F. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until 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 Contract effective on the date of such lapse of insurance.
- G. Before commencing any operations under this contract, Contractor must furnish to City certificates of insurance and Additional Insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies upon City request.

97. ENTIRE AGREEMENT

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

98. 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 <u>will not</u> be accepted.

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 guestionnaires and forms, completed and signed.
- E. Bid Bond, if required.

CONTRACT 81163

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

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

END OF SPECIAL CONDITIONS

AWARD

LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

	AWARD SHEET				
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit	
1	HAT EMBLEM Regulation, SFPD hat badge (City Seal), molded solid brass or die struck, w/3/8" long screw post on back, 1/8" thick, and ½" sharpened point at top. (SFPD)	Ed Jones	EA	\$ <u>20.20</u>	
2	BASEBALL STYLE CAP Navy blue serge fabric, one- piece front, stitched eyelets, quilted visor, rear plastic snap retaining sizer strap. Top and bottom of visor shall be Navy blue. One size fits all. Gold letter stitching to read: SAN FRANCISCO POLICE	Legend 0237	EA	\$ <u>8.90</u>	
3.	UNIFORM CAP IGSIGNIA & CAP Styles: Navy Admiral, and Army. a. Captain b. Lt. Commander	Irvine and Jenkins 734	EA EA	\$ <u>25.57</u> \$ <u>25.57</u>	
4.	MOUNTED FELT HAT Four dent style crown, 3" wide brim, crown eyelets, badge and brim eyelets, sweat band Color: Black or Navy	Stratton Hats, Inc. F-40 Campaign Style Felt Hat	EA	\$ <u>67.70</u>	
5.	CHIN STRAP Full grain leather, nickel-plated steel, including posts, tongue and rivets. Size: Minimum 18" long Color: Black or Dark Brown	Stratton Hats, Inc. (Custom Made)	EA	\$ <u>3.95</u>	
See p	product's specification for contractor's ob	oligation for outfitting.			
6.	METAL CORDS WITH ACORNS Double looped thru matching sliding keeper, w/acorns covering exposed edges of cord. 3-1/16" cord. Mylar Metallic finish.	Stratton Hats, Inc.	EA	\$ <u>4.25</u>	
	Wicking IIIIon.	Stration Flats, IIIo.	L/ \	Ψ <u>∓.23</u>	

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

	А	WARD SHEET						
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit				
See p	See product's specification for contractor's obligation for outfitting.							
7.	LEATHER STRAPS Full grain leather, vegetable tanned. Nickel-plated steel rivet and buckle. Ruled edges and stained. Size: 3/8" x 29"	Stratton Hats, Inc. (Custom Made)	EA	\$ <u>3.90</u>				
See p	product's specification for contractor's obliq	gation for outfitting.						
8.	HAT COVER Hat cover w/detachable Cape Tech-lite urethane-coated oxford Nylon. 104 and 117 Color: 104: Spanish Yellow and /or black 117: Spanish Yellow Size: One size fits all	Blauer 104 and 117	EA	\$ <u>19.50</u>				
9.	GUN BELT Sam Browne. 2 14 wide. 100% cowhide, black basket weave, fully lined, saddle stitched, and brass buckle Size: Various	Tex Shoemaker 201L	EA	\$ <u>26.90</u>				
10.	GUN BELT Sally Brown. 2 ¼" wide. 100% 201LC cowhide, black basket weave, fully lined, saddle stitched, and brass buckle. Size: Various	Tex Shoemaker	EA	\$ <u>34.50</u>				
11.	GUN BELT (MEN'S) Sam Brown 2 ¼" wide, 100% cowhide, black basket weave, fully lined, saddle stitched w/Velcro Size: Various	Safariland 94	EA	\$ <u>31.90</u>				
12.	GUN BELT Sally Brown, 2 ½" wide,100% #94 cowhide, black basket weave, fully lined, saddle stitched w/Velcro Size: Various	Safariland	EA	\$ <u>31.90</u>				

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

	AWARD SHEET				
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit	
13.	PANTS BELT. Black cowhide, basket weave, brass buckle and saddle stitched Size: Various	Tex Shoemaker 254	EA	\$ <u>11.20</u>	
14.	HANDCUFFS. Standard 10-oz. steel, nickel finish, and double lock. SFPD stamped	Peerless P700	EA	\$ <u>17.70</u>	
15.	HANDCUFF CASE Black leather, basket weave with brass snap. Case to fit Gun Belt.	Tex Shoemaker 204	EA	\$ <u>14.90</u>	
16.	BATON 26" long and 1 ½" diameter, hardwood, black finish w/neoprene sleeve grommet	Aetco 113H-204	EA	\$ <u>9.50</u>	
17.	BATON 36" long and 1 ¼"diameter, hardwood black finish, fluted grips w/neoprene sleeve grommet.	CASCO 36WB	EA	\$ <u>17.40</u>	
18.	BATON 26" collapsible metal baton Black finish a. Airweight 2612 b. Black Steel 2611	ASP ASP (TACT)	EA EA	\$ <u>45.25</u> \$ <u>51.75</u>	
19.	BATON 24" long collapsible Poly- carbonate metal baton with	Monadnock			

Rev: 09/01/05//MC/cad

form grip, black finish

Style SX-24F

\$48.90

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AWARD

LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

	AWARD SHEET				
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit	
20.	BATON HOLDER Polycarbonate shafted metal baton holder, black in color. For Monadnock baton	Monadnock Style 3011	EA	\$ <u>15.90</u>	
21.	GROMMET Black finish, neoprene sleeve grommet 1 5/8" long and 1 1/8" diameter	Aetco 199060	EA	\$ <u>1.95</u>	
22.	BATON HOLDER/RING. Brass ring on black leather, basket weave w/ brass snaps Holder/Ring must fit gun belt	Tex Shoemaker 76 RDP	EA	\$ <u>4.09</u>	
23.	FLASHLIGHT. Black anodized aluminum with rubber grip, alkaline 3-D Cell, self-cleaning switch, unbreakable lens. Model of Bulb: Kryton #50023	Pelican M10	EA	\$ <u>15.55</u>	
24.	KEY HOLDER. Black leather, basket weave w/ Velcro closure. Leather strap with brass snap.	Tex Shoemaker 88SK	EA	\$ <u>9.40</u>	
25.	KEEPERS Black leather, basket weave w/brass snaps. To fit around pant and gun belt.	Tex Shoemaker 86	EA	\$ <u>1.55</u>	
26.	O.C. SPRAY (PEPPER SPRAY). Mark VI Olearesin Capsicum Spray. VI.	DEF TECH	EA	\$ <u>11.40</u>	
27.	O.C. SPRAY CASE Black leather basket weave, w/ brass snap. Must fit Gun Belt.	Tex Shoemaker 95M6	EA	\$ <u>13.20</u>	

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For the Term August 1, 2005 Through July 31, 2008

	AWARD SHEET				
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit	
28.	CITATION HOLDER. Black leather, basket weave w/ metal clip, hold two citation books, two inside pockets. Spring loaded clip Size: 10 3/8" x 9 3/4"	Acker (custom made)	EA	\$ <u>19.65</u>	
29.	UNIFORM CAP/SERVICE HAT Eight point cap. Material: Raeford 13507-2135, 19 oz. #645, Shade #96, police navy blue elastique. Dacron and wool. Officers/Sargents Hat Chief/Asst. Chief Hat Commander/DC Hat Lt./Capt. Hat	Bayly 97233 Bayly 970233-B Bayly 970233-C Bayly 970233-D	EA EA EA EA	\$ <u>32.80</u> \$ <u>95.80</u> \$ <u>77.60</u> \$ <u>53.70</u>	
30.	GLOVES Black, leather, smooth finish w/ standard lock inseam and nylon thread. Sizes: x-small, small, medium, large x-large, xx-large, xxx-large	Berlin 42101EJ(M) 45101EJ(W)	EA	\$ <u>22.20</u>	
31.	FUNERAL GLOVES Nylon tricot, 40 denier, reversible, Hemmed, untagged, washable Sizes: Various (Female and Male)	Vanguard 5801750	EA	\$ <u>1.90</u>	
32.	GAUNTLET GLOVES Pro-6000, K-16, 200 grams thinsulate Sizes: Various	Hatch SG26G	EA	\$ <u>18.50</u>	
33.	SHOULDER EMBLEM Shield shaped. "San Francisco Police" and Seal of the City of San Francisco embroidered on	BC Supply	EA	\$ <u>1.15</u>	

See product's specification for contractor's obligation for outfitting.

emblem.

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

		AWARD SHEET		
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit
	RANK INSIGNIAS:			
34.	QAUDRUPLE (Four Stars) 4 solid brass gold stars Coat size #7165380 Shirt size #7191600	Vanguard Ind.		
	a. Style No.: 7165380 b. Style No.: 7191600		EA EA	\$ <u>14.40</u> \$ <u>13.90</u>
35.	TRIPLE (Three Stars) 3 solid brass gold stars Coat size #7165380 Shirt size #719600	Vanguard Ind.		
	a. Style No.: 716380 b. Style No.: 7191600		EA EA	\$ <u>11.90</u> \$ <u>11.70</u>
36.	DOUBLE (Two Stars) 2 solid brass gold stars Coat size #7165380 Shirt size #7191500	Vanguard Ind.		
	a. Style No.: 7165380 b. Style No.: 7191500		EA EA	\$ <u>9.90</u> \$ <u>8.80</u>
37.	SINGLE (One Star) 1 solid brass gold star Coat size #7165340 Shirt size #719400	Vanguard Ind.		
	a. Style No.: 7165340 b. Style No.: 7191400		EA EA	\$ <u>4.40</u> \$ <u>4.70</u>
38.	DOUBLE-BAR INSIGNIA Double bar w/safety cap Coat size (Beveled Edge – Gold) #7165240 Shirt size (Clutch Black – Gold) #7191100	Vanguard Ind.		
	a. Style No.: 7165240 b. Style No.: 7191100		EA EA	\$ 5.80 \$ 4.90

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND

MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS For the Term August 1, 2005 Through July 31, 2008

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Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit
39.	SINGLE-BAR INSIGNIA Coat size (Beveled Edge – Gold) #7165200 Shirt size (Clutch Black – Gold) #7191100	Vanguard Ind.		
	a. Style No.: 7165200 b. Style No.: 7191100		EA EA	\$ 5.25 \$ 3.75
40.	STREET GUIDES San Francisco & San Mateo	Thomas Guide Rand McNally ISBN 0-528-85395-3	EA	\$ <u>3.60</u>
41.	NAME TAGS Solid brass nameplate, Officer's Name in black lettering. Brass w/safety pin or clutch. Size: ½" x 2-3/8"	ID Plus #57	EA	\$ <u>2.00</u>
42.	FINGERPRINT KITS Fingerprint pad, black ink, round, 2" diameter.	Identicom	EA	\$ <u>9.90</u>
43.	NECKTIES Black all wool or blend, metal clip-on, windsor knot.	Samuel Broome Style #068-BO-BH	EA	\$ <u>2.50</u>
44.	HAT COVER – Rain Cover Polyurethane over nylon, black. One size fits all.	Warnerworks Style	EA	\$ <u>4.60</u>
45.	WHISTLE Plastic, black, corkball w/metal ring.	Vanguard 970050	EA	\$ <u>1.00</u>
46.	NYLON SAM BROWNE BELT Nylon belt for holsters and accessories, hook and loop belt lining, molded plastic	Bianchi 7200	EA	\$ <u>27.25</u>

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	AWARD SHEET					
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit		
47.	HANDCUFF CASE Closed handcuff case to carry standard or linked handcuffs Color: Black Nylon	Bianchi Accumold #7300	EA	\$ <u>13.58</u>		
See p	product's specification for contractor's obliq	gation for outfitting.				
48.	NYLON RANGER BELT KEEPER Nylon Ranger belt keeper to secure Sam Browne equipment belt to trouser. 7" x 1". Corrosion resistant. Color: Black	Bianchi 6404	EA	\$ <u>4.70</u>		
49.	NYLON HOLSTER Nylon holster, coptex inner lining and top draw thumbsnap closure, to fit semi-automatic. Loop designed to fit Sam Browne belt.	Bianchi 7120	EA	\$ <u>44.75</u>		
50.	MACE/PEPPER SPRAY HOLDER To carry standard mace or pepper spray canister. Velcro hook and loop closure.	Bianchi 7307	EA	\$ <u>12.90</u>		
51.	ARM AND ANKLE RESTRAINTS	Ripp, AA-100,EB-100 AA-101, EB-101	EA	\$ <u>15.20</u>		
See product's specification for contractor's obligation for outfitting.						
52.	WRAP Size: 36" at top, 26" at bottom 26" high.	Body Guard	EA	\$ <u>441.00</u>		
53.	BICYCLE SUNGLASSES Nylon frame w/interchangeable lens, super light Polycarbonate lens. Must exceed ANSI Standard Z87.1 for optical clarity. With one Additional replaceable snap-in	Body Specs Model: 2002	EA	\$ <u>48.85</u>		

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	AWARD SHEET					
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit		
54.	BICYCLE GLOVES Pigskin leather, Neoprene padding, thumb and index finger padding, anatomical design, washable.	Pearl Izumi				
	a. Model: 8258 b. Model: 8509		EA EA	\$ <u>22.65</u> \$ <u>20.45</u>		
55.	DRESS BELT Cowhide leather 1-1/2" wide belt, rounded, standard buckle, 10 oz. bends. Color: Black	Tex Shoemaker Style No: 254	EA	\$ <u>11.25</u>		
56.	FLASHLIGHT HOLDER Flashlight strap made of 7 to 8 ounce leather 1" wide. a. Model: #76RDP b. Model: #76RDM	Tex Shoemaker	EA EA	\$ <u>5.50</u> \$ <u>9.60</u>		
57.	MOTORCYCLE HELMET Open face motorcycle Helmet with flip-open face shield. Shell, constructed with Keblar/ Fiberglass laminated shell, Snell 9500000 And D.O.T. certified.	Supersheer Corp S-1607-462 (Solo Units)	EA	\$ <u>322.70</u>		
58.	MOTORCYCLE HELMET Shell: Full coverage constructed of lightweight Fiberglass. Hi-gloss paint protected by clear coat, scratch resiliant hard coat. Full front and rear hidden ventilation system. 14 vents front and 10 rear. Linder of semiresistant energy-absorbing closed-cell expanded polystyrene foam. Must meet or exceed ANSI safety standard Z90. 1-1971. Sizes: Various sizes, increasing in X" increments. Certification must be both Snell 95 and DOT.	ARAI SZ/M (Honda Units)	EA	\$ <u>393.10</u>		

See product's specification for contractor's obligation for outfitting.

Rev: 09/01/05//MC/cad

Color: Black/White "L"

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For the Term August 1, 2005 Through July 31, 2008

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Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit
59.	RIOT HELMET Shell of compression fiberglass. High impact guard for ear and neck protection. Metallic external projections from outer shell shall not be more than 3/16" in height above helmet surface. Shell edge finished with black wide vinyl bumper. Head supporting suspension system External Finish: ABS Dark Blue	Super Seer Corp S-1610-26-300 ABS	EA	\$ <u>219.25</u>
60.	RIOT HELMET FACE SHIELD Replacement face shield for riot helmet transparent polycarbonate, seal. Meets or exceeds Z87.1, VESC-8 and NIJ 0104,02 for Riot Helmets.	Super Seer Corp S-5005	EA	\$ <u>33.90</u>
61.	BICYCLE HELMET Half Nelson Pro-Retention System: Integrated, adjustable instant fit, Snap-on visor, 12 vents. Color: Black	Bell (S) 7500842 8428 (M) 7500842 84219 (L) 7500842 84220	EA	\$ <u>31.75</u>
62.	POLICE MOTORCYCLE HELMET COMKIT. Single speaker helmet kit for mounting to: style helmet. Includes waterproof electret noise canceling microphone withwindscreen mounted on flexible boom. Phono plug for connection to Section PN 25-0694 Extension Cable.	Setcom KA-11	EA	\$ <u>250.00</u>
63.	POLICE MOTORCYCLE HELMET COMKIT EXTENSION CABLE. Helmet Extension Cable to connect Setcom KA-11 Helmet Comkit to Setcom Motorcycle Cable Kit Setcom PN MC-7MW or PN MC-7MWA. Short coil section 3-4 inches long. Extension cod with four conductor Nexus phone plugs on one end and mating four conductor in-line jack on other end.	Setcom 25-0694	EA	\$ <u>89.80</u>

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LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUS EQUIPMENT AND HELMETS AND FACE SHIELDS

For the Term August 1, 2005 Through July 31, 2008

AWARD SHEET						
Item No.	Description	Specify Brand and Style or Equivalent	Unit	Price Per Unit		
64.	MOTORCYCLE CABLE KIT To install on motorcycle. Provides Interface between mobile radio and Sectom Extension Cable/ Helmet Kit. 3-Position Toggle Switch.	Setcom MC-7MW	EA	\$ <u>357.90</u>		
65.	Same as Item No. 68 except Button PTT	Setcom MC- MC-7MW	EA	\$ <u>273.80</u>		
66.	JACKET: "SAN FRANCISCO POLICE MODE" Cowhide or horsehide leather. Nylon lining, quilted. Brass zippers. Each jacket to be individually sized and fitted to assure a correct and personal fit.	Johnson's Leather Mfg. Corp - SF Police Model	EA	\$ <u>475.00</u>		
67.	VEHICULAR HELMET Full helmet, white fiberglass shell, black removable 3-snap visor, lightweight smoke-colored removable faceshield. Removable, washable interior lining, black vent assembly. Total Weight: 50 oz. or less. Sizes: S-XXL	Hap Jones RJ-101V	EA	\$ <u>319.10</u>		
68.	VEHICULAR HELMET Half helmet, white fiberglass shell removable snap visor. Removable washable interior lining w/neck curtain, black vent assembly. Total Weight: 37 oz. Or less. DOT approved.	Hap Jones	EA	\$ <u>241.50</u>		

Rev: 09/01/05//MC/cad

Sizes: XXS-XXL

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUJS EQUIPMENT AND HELMETS AND FACE SHIELDS

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COMPANY INFORMATION (ITEMS: 1 through 65, 67 and 68)

NAME OF FIRM:	Galls/Long Beach Uniform
ADDRESS:	1740 Cesar Chavez
CITY, STATE, ZIP:	San Francisco, CA 94124
24-HOUR EMERGENCY NUMBER:	(415) 302-3145 Rick Brown's cell
TELEPHONE NUMBER:	(415) 824-2400
FAX NUMBER:	(415) 824-4400
CONTACT:	Rick Brown
FEDERAL I.D. NUMBER:	95-3082883
VENDOR NUMBER:	66236
PAYMENT TERMS:	Net 30 Days
CBPO NUMBER:	BPSF00003109

A W A R D LAW ENFORCEMENT UNIFORM ACCESSORIES AND MISCELLANEOUJS EQUIPMENT AND HELMETS AND FACE SHIELDS

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COMPANY INFORMATION (ITEM: 66)

NAME OF FIRM:	Golden Bear Sportswear
ADDRESS:	200 Potrero Street
CITY, STATE, ZIP:	San Francisco, CA 94103
24-HOUR EMERGENCY NUMBER:	(415) 863-6171
TELEPHONE NUMBER:	(415) 863-6171
FAX NUMBER:	(415) 863-8704
CONTACT:	Cheri Liu
FEDERAL I.D. NUMBER:	94-1212054
VENDOR NUMBER:	08379
PAYMENT TERMS:	Net 30 Days
CBPO NUMBER:	BPSF00003117