

A W A R D
POLICE UNIFORMS, SHOES AND BOOTS
For the Term August 1, 2005 Through July 31, 2008

GENERAL CONDITIONS

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

35. CONTRACT TERM

The contract period shall be for thirty-six (36) months. The term of this contract is the period from award execution date, approximately August 1, 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. Omitted by Agreement of the Parties

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)”.

41. CLAIM FOR PREFERENCE

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

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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. Subcontracting to DBEs

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, sub-consulting or supply opportunities. With the bid, the bidder is encouraged to provide a description of the type of good faith efforts the bidder estimates it may make under the contract.

B. Examples of Good Faith Efforts

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

- (1) Identifying and selecting specific products or services which can be subcontracted to certified 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.
- (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.

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- (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 or 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 obtain 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, 10:00 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. 81158.

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 services 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 contract; and (2) total quantity and dollar value of each item ordered, including items for which

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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. 81158
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, or any agent or employee of Contractor providing same. Nothing in this Contract shall be

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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.

F. Subcontracts

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

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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 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.

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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 all of the following:

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

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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 (Continued)

67. PURPOSE

The purpose of this contract is to provide for the City and County of San Francisco.

- A. Uniforms for members of the San Francisco Police Department; and
- B. Shoes and boots for the San Francisco Police Department, Parking and Traffic Department, Sheriff's Department and other City Department Personnel, as may be required.

68. SPECIFICATIONS

All items covered under this Contract Proposal must fully comply and be in strict accordance with the specifications and standards stated in each item of the Bid Sheet and the attached specification dated August 10, 1994. (Attachment "B")

All items must be manufactured to the highest standards of the industry.

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. DELIVERY/PICK-UP REQUIREMENTS

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

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SPECIAL CONDITIONS (Continued)

A. Uniforms

All uniform items must be available for pick-up by City employee or delivered to requested location within fourteen (14) days after proper fitting and placing of orders.

All non-stock items (odd sizes) must be available for fitting within forty-five (45) days of placement of order by Department.

B. Shoes and Boots

Shoes and boots must be available for pick-up or delivery to specified location within seven (7) days of proper fitting and placing of order.

72. BIDDER'S/CONTRACTORS 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 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 PM, Monday through Friday).
- D. Contractor must maintain stock as specified in other sections of this contract and adequate facilities to allow for immediate pick-up of "will-call" orders placed by the Police and user City Department.
- E. Contractor shall provide qualified personnel at one or more reasonable and convenient locations in San Francisco to make measurements, fit and make proper alterations and distribute uniforms and uniform accessories. Contractor's location must be acceptable to the Police and user City Department. Changing/fitting areas must not be viewed from the public portion of the retail outlet and must provide a secure environment for the officers and their equipment.
- F. Contractor must have a storage warehouse, distribution facility, parking area and will-call counter (for Police and user City Department pick-ups) located within the San Francisco.
- G. Contractor's warehouse facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines), and Title 24, State of California

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SPECIAL CONDITIONS (Continued)

Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.

- H. The City may require Contractor to provide 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 from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
- I. The City reserves the right to reject any bid on which information submitted by Bidder fails to satisfy the City and/or Bidder is unable to supply information and documentation within the period of time requested.
- J. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions 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 times during that period.
- L. Contractor must be capable of producing usage reports required under General Condition No. 51 of this contract.

73. 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.

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SPECIAL CONDITIONS (Continued)

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

74. UNIFORM COMPONENTS

Contractor agrees to furnish uniform components complete with all buttons, straps, bands, braids, chevrons, patches, stripes and other adornments in accordance with the San Francisco Police Department Uniform Specifications dated August 10, 1994, as amended, at no additional cost to the City. Contractor shall not furnish breast badges, cap emblems, shirt collar emblems (stars, bars, etc.).

Uniform components must be stored in a manner that provides for a clean environment. The storage facility shall accommodate easy access for inspection by the Purchaser, Police and user Department Personnel or their representatives. Prior to the award of the bid, the Purchaser, Police and user Department Personnel, or their representatives reserve the right to inspect the Bidder's facility for compliance.

75. FITTINGS AND ALTERATIONS:

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 City Department(s) shall resolve the question and their decision shall be final.

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 OFFICERS WAIT**. The Contractor must provide sufficient personnel to handle these emergencies.

76. LABELING

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

77. MAINTENANCE OF STOCK

Contractor shall, during the full term of the contract and any extension thereof, maintain 30% 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).

A W A R D
POLICE UNIFORMS, SHOES AND BOOTS
For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

78. SAMPLES

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

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

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

79. CITY SAMPLE UNIFORMS

City model uniforms samples are available for inspection at the Police Department by contacting **Sergeant Julie Lynch (415) 553-7947.**

80. QUALITY CONTROL

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

In the event that any article fails to equal the specifications and sample(s) in quality, workmanship or compliance with the specifications, Purchaser may invoke General Condition No. 48, Contractor's Default Clause, and terminate this contract or take other appropriate action.

81. 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.

A W A R D
POLICE UNIFORMS, SHOES AND BOOTS
For the Term August 1, 2005 Through July 31, 2008

SPECIAL CONDITIONS (Continued)

82. 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, Purchasing 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.

83. 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 establishes 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. Child Labor. The factory does not employ anyone younger than the legal age for children to work in the country in which the factory is located, and regardless of the legal age, does not employ anyone younger than age 15.
- 2. Forced Labor. The factory does not use forced labor of any kind, including but not limited to prison labor, indentured labor or bonded labor.
- 3. Wages and Benefits. 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. Hours of Work. 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. Worker Rights. 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.
- 6. Health and Safety. The factory provides a safe and healthy working environment.

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SPECIAL CONDITIONS (Continued)

84. 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 manufacturer's warranty period, the Contractor agrees to remedy by replacing any item which may become damaged or defective due to normal use at no charge to the City.

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

85. 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.

86. 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.

87. 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.

88. CONTRACT PRICE ADJUSTMENT

A. SHOES AND BOOTS

This is a thirty-six (36) month contract. Prices shall be firm as offered for the first twelve (12) months of the contract. Contractor may adjust prices once a year only. Said adjustment shall be based on the "Producer Price Indexes" table for Commodity Groupings and Individual Items, sub-category "Footwear Code 043", published by the U.S. Department of Labor - Bureau of Labor Statistics.

The Contractor must give the Purchaser a written notice with a sample of the calculation and a copy of the "Producer Price Indexes" table for Commodity Groupings and Individual Items, sub-category "Footwear Code 043".

A W A R D
POLICE UNIFORMS, SHOES AND BOOTS
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SPECIAL CONDITIONS (Continued)

The bid price in the proposal shall be adjusted as follows:

The bid price is subject to a price adjustment effective on the anniversary date of the start of the contract, provided the vendor gives the City a thirty (30) day written notice. This increase or decrease in the base price shall be in proportion to the percent (%) change (increase or decrease) in the latest unadjusted wholesale price in the above referenced indices. Subsequent annual adjustment shall be calculated based on the index used in the previous adjustment and the index three (3) months prior to the month of adjustment.

- a. Base Price - shall be the bid price quoted or adjusted.
- b. Base Index - the index published for month in which the contract started.
- c. Current Index - shall be the latest unadjusted index published for three (3) months prior to the month of adjustment.
- d. Only ninety percent (90%) of the base price is subject to adjustment.
- e. If the index for the month specified is not available, the index for the next previous month in which the index is available will be used.

In no event may the price increase be greater than five percent (5%) in a single year of the preceding price. There is no limit on price decrease.

If the Bureau of Labor Statistics designates an index with a new title and/or code number as being continuous with the index cited herein, the new index will be used. Further, if the index is discontinued, the parties to this contract may agree upon a substitute index.

In the event that is determined by the Purchaser that this method of price adjustment has become inapplicable, a new method may be adopted by mutual agreement or if agreement cannot be reached, the City may terminate the contract.

B. POLICE UNIFORMS

This is a thirty-six (36) month contract. Prices shall be firm as offered for the first twelve (12) months of the contract. Contractor may adjust prices once a year only. Said adjustment shall be based on the "Producer Price Indexes" for net Wholesale Price of Men's and Boy's Suits and Coats, sub-category: Men's Suits - Code No. 2311-1 of the Producer Price Index, a publication of the United States Department of Labor, Bureau of Labor Statistics.

The Contractor must give the Purchaser a written notice with a sample of the calculation and a copy of the "Producer Price Indexes" for net Wholesale Price of Men's and "Boy's Suits and Coats, sub-category: Men's Suits Code No: 2311-1.

The bid price in the proposal shall be adjusted as follows:

A W A R D
POLICE UNIFORMS, SHOES AND BOOTS
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SPECIAL CONDITIONS (Continued)

The bid price is subject to a price adjustment effective on the anniversary date of the start of the contract, provided the vendor gives the City a thirty (30) day written notice. This increase or decrease in the base price shall be in proportion to the percent (%) change (increase or decrease) in the latest unadjusted wholesale price in the above referenced indices. Subsequent annual adjustment shall be calculated based on the index used in the previous adjustment and the index three (3) months prior to the month of adjustment.

- a. Base Price - shall be the bid price quoted or adjusted.
- b. Base Index - the index published for month in which the contract started.
- c. Current Index - shall be the latest unadjusted index published for three (3) months prior to the month of adjustment.
- d. Only ninety percent (90%) of the base price is subject to adjustment.
- e. If the index for the month specified is not available, the index for the next previous month in which the index is available will be used.

In no event may the price increase be greater than five percent (5%) in a single year of the preceding price. There is no limit to price decrease.

If the Bureau of Labor Statistics designates an index with a new title and/or code number as being continuous with the index cited herein, the new index will be used. Further, if the index is discontinued, the parties to this contract may agree upon a substitute index.

89. 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 43) and applicable sales tax adjustment (see Special Condition 90).

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".

90. 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.

91. 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:

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SPECIAL CONDITIONS (Continued)

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.

92. 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.

93. 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.

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POLICE UNIFORMS, SHOES AND BOOTS
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SPECIAL CONDITIONS (Continued)

94. 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.**

95. 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.

96. 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.

97. 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.

98. 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

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POLICE UNIFORMS, SHOES AND BOOTS
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SPECIAL CONDITIONS (Continued)

this contract, Contractor must maintain in force, during the full term of the contract, insurance in the following amounts and coverages:

1. 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.

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 suit 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:

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.

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SPECIAL CONDITIONS (Continued)

- 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.

99. FAILURE TO EXECUTE CONTRACT

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

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

After award, all proposals quarantees, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

100. ENTIRE AGREEMENT

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

101. BID SUBMITTAL INSTRUCTIONS

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

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.
- C. All questionnaires and forms, completed and signed.
- E. Bid bond, if required.

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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

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AWARD SHEET

Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
1.	DRESS COAT Single-breasted, six piece straight sack coat; rolled collar w/notched lapels; back center vent. See product's specification for contractor's obligation for outfitting.	Fechheimer Style No. 8250 Shade No. 13507-2135	EA	<u>\$181.20</u>
2.	DRESS COAT (MOUNTED UNIT) Single-breasted, six piece coat, four button; rolled collar w/notched lapels. See product's specification for contractor's obligation for outfitting.	Fechheimer Style No. 8250 Shade No. 2135	EA	<u>\$181.20</u>
3.	DRESS SHIRT (LONG SLEEVE) Coat style, banded collar, shoulder straps and two pleated pockets; long sleeve w/two button. Barrel cuffs Color: White Male	Flying Cross 5400 I5W5400	EA	<u>\$ 20.15</u>
4.	DRESS SHIRT (LONG SLEEVE) Coat style, banded collar, shoulder straps and two pleated pockets; long sleeve w/two button barrel cuffs. Color: White Female See product's specification for contractor's obligation for outfitting.	Flying Cross 5400, 139R5400	EA	<u>\$ 20.15</u>
5.	TROUSER (MALE) Plain front w/straight side pockets, two back pockets and two billy pockets. 19 oz. See product's specification for contractor's obligation for outfitting.	SFPDTRS01	EA	<u>\$ 73.55</u>

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AWARD SHEET

Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
6.	TROUSER (FEMALE) Plain front w/straight side pockets, two back pockets and two billy pockets. 19 oz. See product's specification for contractor's obligation for outfitting.	SFPDTRSWT	EA	\$ <u>73.55</u>
7.	SHIRT (LONG SLEEVE) Long sleeve w/barrel cuffs, plain front coat style, banded collar, barrel cuffs; two breast pockets w/flaps; shoulder straps. 10.5 oz. Color: LAPD (Navy) Blue Male See product's specification for contractor's obligation for outfitting.	Flying Cross 20W9586	EA	\$ <u>43.15</u>
8.	SHIRT (LONG SLEEVE) Plain front coat style, banded collar, long sleeves w/barrel cuffs; two breast pockets w/flaps; shoulder straps. Color: LAPD (Navy) Blue Female See product's specification for contractor's obligation for outfitting.	Flying Cross 120W9586	EA	\$ <u>43.15</u>
9.	SHIRT (SHORT SLEEVE) Plain front coat style, banded collar, short sleeves, two breast pockets w/flaps; shoulder straps. Color: LAPD (Navy) Blue Male See product's specification for contractor's obligation for outfitting.	Flying Cross 70R9586 Raeford 8321-30	EA	\$ <u>37.90</u>

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AWARD SHEET

Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
10.	SHIRT (SHORT SLEEVE) Coat style, convertible collar and short sleeves. Two breast pockets w/flaps; shoulder straps. Female See product's specification for contractor's obligation for outfitting.	Flying Cross 170R9586 Raeford 8321-30	EA	<u>\$ 37.90</u>
11.	BREECHES Stripes for mounted unit. Semi-mounted style with modified full leg, bottoms made zippered, buttoned or lace and buttoned. Reinforced seat and knee, and flapped hip pockets. See product's specification for contractor's obligation for outfitting.	Flying Cross by Fechheimer SPPDMOU BRE Raeford Mills 13507-2135	EA	<u>\$148.95</u>
12.	BREECHES Stripes for motorcycle officers. Semi-mounted style with modified full leg, bottoms made zippered, buttoned or lace and buttoned. Reinforced seat and knee, and flapped hip pockets. See product's specification for contractor's obligation for outfitting.	Flying Cross by Fechheimer, SFPD MOT, Raeford Mills 13507-2135	EA	<u>\$148.95</u>
13.	DRESS IKE JACKET Semi-dress jacket w/coat sleeves; two piece back w/center seam; golf pleats and adjustable straps w/department buttons. See product's specification for contractor's obligation for outfitting.	SFPD IKE JACKET	EA	<u>\$143.65</u>

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AWARD SHEET

Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
14.	WINDBREAKER JACKET Windbreaker style uniform jacket w/plain back,convertible collar, and patch pocket. 100 % nylon taffeta w/Acrylic water repel and finish. See product's specification for contractor's obligation for outfitting.	Fechheimer 43151	EA	<u>\$44.40</u>
15.	BDU'S SHIRT LONG SLEEVE Coat style full length tail, convertible collar and long sleeves. Two breast pockets. Polyester and cotton twill. Color: Navy blue a. Two (2) sewn-on SFPD shoulder patches b. One (1) star embroidered onto breast c. Officer name embroidered onto chest See product's specification for contractor's obligation for outfitting.	Flying Cross 528R5886	EA	<u>\$27.35</u>
16	BDU'S TROUSER Plain front two quarter top front pockets and two hip pockets. Straight leg style. Polyester and cotton twill. Color: Navy blue See product's specification for contractor's obligation for outfitting.	Fechheimer 49320	EA	<u>\$37.90</u>
17	RAID JACKET Coach style jacket, water repellent; preshrunk cotton flannel lining. Nylon taffeta. Color: Navy blue	Dunnbrok 130009863	EA	<u>\$17.35</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
18.	BDU STYLE SHIRT (Tact Personnel) Camo Brand, Single breast, four patch, bellow type pockets w/flaps. Long sleeve w/elbow patches; three button cuff. 65/35 poly cotton blend a. Two (2) embroidered stars, sewn on b. Name strip sewn-on, above front pocket c. Two (2) patches, sewn-on d. Crossed rifles, sewn-on above the logo e. Female velcro on shirt	Camo, 8415-01-084-1648	EA	<u>\$18.80</u>
19.	BDU STYLE SHIRT Black B.D.U., Propper See product's specification for contractor's obligation for outfitting.	Propper	EA	<u>\$18.50</u>
20.	BDU STYLE TROUSER (Tact Personnel) Camo Brand, Six pockets, adjustable waist, reinforced knees and seat, and stitched buttons. Name tag (one inch), placed above rear pocket. 65/35 poly cotton blend	Camo Brand, 8415-01-084-1071	EA	<u>\$18.80</u>
21.	BDU STYLE TROUSER Propper, 9500 BDU, Fabric: 65% Polyester, 35% Cotton Ripstop, Color: Black See product's specification for contractor's obligation for outfitting.	Propper	EA	<u>\$18.50</u>
22.	POLO SHIRT Classic, 7.4 oz. 100% ring spun cotton with needle stitching all over, double welted collar and cuff, 3 metal button placket, half moon patch, twill tape neck and side vents, 2" extra tail, extra button Color: Navy,	Upper Limit, Style 786	EA	<u>\$ 9.20</u>

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AWARD SHEET

Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
23	<p>PANT, PURSUIT Supplex nylon pants coated w/Teflon HT, Water repellant barrier and fabric protector. Zipper fly, gusseted crotch,tapered legs. Articulated knees with vents , 2 zippered pockets, 2 zippered back pockets,a pen pocket, shirred waistband w/5-belt loops and zipper cuff openings. Color: Shell Fabric: Navy Lining: Black Zipper and Pocketing: Black Size: Various</p>	Moccean 2021S/S-00	EA	\$ <u>61.55</u>
24	<p>BIKE MESH SHIRT SHORT SLEEVE Broadcloth w/4½" mesh underarm panel, short sleeve, chest pockets, military flaps. SFPD Patches. See product's specification for contractor's obligation for outfitting.</p>	Flying Cross, 85R5456	EA	\$ <u>47.85</u>
25	<p>BIKE SHORTS Bike shorts. Elastic band in leg, supersuede seat panel, two front pockets, waist band w/drawstring. See product's specification for contractor's obligation for outfitting.</p>	Fechheimer A150BK	EA	\$ <u>40.75</u>
26	<p>JACKET, BARRIER Supplex nylon jacket coated w/Teflon HT, water repellant barrier and fabric protector. Hip length jacket, center front zipper, ventilating underarm zippers, two inside zip pockets, two outside hand pockets, two pen pockets, raglan shoulders, vented back cape, shirred waistband and inside zipper for zip in thermal liner. Color: Shell Frabric: Navy Lining : Black Zippers, hooks and loop: Black Size: Various</p>	Mocean 6023S/S-00	EA	\$ <u>108.95</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
27.	POLICE RAIN JACKET Nylon and Polyurethane. 32" long, seamless shoulders, caped back and storm flap. Color: Navy, black Sizes: XS through XXXL	Protuff RW162P	EA	\$ <u>35.05</u>
28.	DITTO, Item No. 32 Snap-on hood style.	Protuff RW166	EA	\$ <u>4.75</u>
29.	RAIN PANT Elastic waist rain pant. Full cut to slip in over boots. Foul Weather Jacket Colors: Black or Spanish Yellow	Blauer 134	EA	\$ <u>33.24</u>
... 30.	FOUL WEATHER JACKET Foul weather, single breasted, overlapping storm front w/zipper, snap closures. Epaulets, badge tab, patch pockets. Detachable collar. Male and Female	Blauer 9810Z	EA	\$ <u>107.35</u>
31.	HAT COVER Tech-lite urethane coated nylon. Visor peak and detachable cape. Color: Spanish Yellow	Blauer 104	EA	\$ <u>18.30</u>
32.	RAIN PANTS (MOUNTED) Waterproof waist high pants, fully cut. Elasticized back and suspenders. Right and left side vent openings. Color: Black Mounted	Blauer 9834	EA	\$ <u>33.24</u>
33.	RAIN PANTS (PROPERTY) Waterproof waist high pants, fully cut. Elasticized back and suspenders. Right and left side vent openings. Color: Spanish Yellow	Blauer 13411	EA	\$ <u>33.24</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
34.	<p>RAINCOAT(MOUNTED UNIT) Waterproof, fully cut, raglan shoulder, slash pockets, collar stand, nylon mesh yoke lining in back. Color: Spanish Yellow</p> <p>See product's specification for contractor's obligation for outfitting.</p>	Blauer 633V	EA	\$ <u>94.70</u>
35.	<p>RAIN JACKET Waterproof, fingertip length, fully cut, raglan shoulders, zippered hook and loop closure, storm flaps, drawstring hood, two piece sleeves, patch pockets and mesh yoke back. Color: Black.</p>	Blauer 26950 with 123 Hood	EA	\$ <u>80.05</u>
36.	<p>RAIN.JACKET (EVOC) Waterproof, fully cut, raglan shoulders, taffeta lining, storm flaps, drawstring hood, patch pocket and mesh yoke back. Color: Lemon Yellow</p>	Blauer 26950-1	EA	\$ <u>93.65</u>
37.	<p>MOTORCYCLE RAIN JACKET Motorcycle 2-piece. Sport collar, raglan shoulder, taffeta lining, ventilating eyelets, mesh opening at back. Color: Lemon Yellow, Black</p> <p>See product's specification for contractor's obligation for outfitting.</p>	Blauer 26950-1	EA	\$ <u>93.65</u>
38.	<p>MOTORCYCLE RAIN PANTS Blauer Defender, Style 134, Urethane coated nylon, sealed seams. Unlined waist pants, suspenders, quick release hardware, boot straps, and side vents. Color: Lemon Yellow, Black</p>	Blauer Defender 134	EA	\$ <u>33.24</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
39	<p>JACKET Waist length, single breasted. Waterproof lining, removable sleeve liner, front zipper storm front closure. Bi-swing back, raglan sleeves, sleeve zippers, pocket flaps, patch pockets w/hand warmers, knit collar, badge tab and side vents.</p> <p>See product's specification for contractor's obligation for outfitting.</p>	Fechheimer 78141	EA	<u>\$185.20</u>
40.	<p>DUTY JACKET (SHORT) 23 inch long jacket 160 denier Cordura shell, removable Thinsulate and Polarfleece liner, elastic cuffs, pit zips, waterproof, windproof, Teflon treated.</p>	Flying Cross, Fechheimer 78171	EA	<u>\$174.25</u>
41.	<p>OXFORD SHOES Black smooth leather, cowhide; nylon lining; Polyurethane outsole with attached heel. Sizes: D 6-12, 13, 14, 15 E 6-12 13 15 EEE 6-12, 13</p>	Bates 56	PR	<u>\$ 59.90</u>
42	<p>CHUKKA BOOT Full grain black leather uppers, breathable lining; cushion footbed; Polyurethane outsole.</p> <p>SR78 Men's Black Leather C 9-12, 13, 14, 15 D 6-12, 13, 14, 15 E 6-12, 13, 14, 15 EEE 7-12, 13, 14, 15</p> <p>SR78 Women's Black Leather W 5-11</p>	Bates SR 78S	PR	<u>\$ 66.55</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
43.	MEN'S 8" SWAT BOOT ENFORCER SERIES Black leather w/Nylon shafts; nylon lining; foam insole; speed lace and eyelets; rubber lug sole w/attached heel Sizes: Mens 7-12M, 13M Women's 5-10M	Bates Enforcer Series Swat Boot	PR	\$ <u>39.90</u>
.... 44.	MEN'S LITE INSERT Insole – shock absorbing confort cushion, replaceable, breathable, wicks away anti-perspirant and odor resistant	Bates	PR	\$ <u>7.35</u>
45.	INSERT Tentex covered Polyurethane foam, orthotically designed.	Bates	PR	\$ <u>7.35</u>
46.	BOOT - MOTORCYCLE Full grain leather, internal ankle support, system Lorica flex instep,E.V.A. internal padding, Cambrelle interior lining, Hi-grip calf areas, full internal shinpadding, ergonomic and protective winding shin plate, four nylon replacement new cam buckles, replacement sole insert. Color: Black/Black Size 5-16 Vendor must be able to supply replacement parts.	Hap Jones Alpinestars Tech 6	PR	\$ <u>264.75</u>
47.	BOOTS - MOTORCYCLE Genuine Italian top-grain leather, smooth top-grain leather, interior, wide fully adjustable straps, cam action buckle design, soft cushioned cambrelle foot bed, replaceable panel at the foot peg area. Color: Black/Black Size: 8-14 Vendor must be able to supply replacement parts.	SIDI Discovery Boot	PR	\$ <u>147.60</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
48.	ROCKY WONDER BOOT (MEN'S) Full grain leather boot, dual density all-purpose P.U. sole, 400 gm Thinsulate, Goodyear welt. (3 lbs. 8 oz.), S.R. USA Color: Black Size: Men's M & W 7-12, 13, M 14 XW 7-11, 12, 13	Rocky Wonder Boot 5066	PR	<u>\$80.90</u>
49.	ROCKY WONDER BOOT (WOMEN'S) Full grain leather boot, dual density, all-purpose P.U. sole, 400 gm Thinsulate, Goodyear welt. (2lbs. 12 oz.), S.R. USA Color: Black Size: 7-11	Rocky Wonder Boot 4070	PR	<u>\$79.90</u>
.... 50.	BOOT 7" Leather/Nylon (Men's) Full grain leather uppers with 1200 Denier woven nylon. Oil and slip resistant outsole. Steel toe protection 4-part footbed with EVA midsole moisture wicking inner lining. Sizes: M 7-12, 13 W 7-12,13 Size: Women's M & W 5-10	Rocky Alpha Force Series, 2167	PR	<u>\$43.10</u>
51.	BOOT 7" Leather/Nylon (Women's) Full grain leather uppers with 1200 Denier woven nylon. Oil and slip resistant outsole. Steel toe protection 4-part footbed with EVA midsole moisture wicking inner lining. Sizes: M 7-12, 13 Size: W 5-10	Rocky Alpha Force Series, 4167	PR	<u>\$43.10</u>

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Item No.	Description	Specify Brand and Style or Equiv.	Unit of Measure	Price Per Unit
52	<p>S.W.A.T. BOOT Full grain leather toe, 1000-Denier nylon, non-slip pig suede collar, double stitched heel, stitched toe, triple row reinforced stitching, compression molded EVA midsole, durable carbon rubber multi-tred traction outsole, steel shank for torsional strength, synthetic wicking lining, thermoplastic inner counter, 10mm non-fray lace, four shape retaining reinforced stitching lines D-ring Color: Black Sizes: Male- 7-15 Female 5-10</p>	Original SWAT 1150	PR	<u>\$41.55</u>
53	<p>BOOTS Chukkaboot, plain toe, blackleather, padded collar, leather quarter lining, camrellelining, oil-resistant polyurethane outsole. Thermoplastic boxtoe. 27" laces. GoodyearStorm Welt. Sizes: Male – 7- 15 Female 5-10</p>	Thorogood 834-6246	PR	<u>\$56.80</u>
54	<p>POLICE RAIN PANTS (for Item 30) Elastic waist rain pant. Velcro Front, Color: Navy or Black (Navy may not be available so Black will be fine) Sizes XS through XXXL</p>	Protuff-RW161	EA	<u>\$20.40</u>

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COMPANY INFORMATION

Name of Company: Galls/Long Beach Uniform
Corporate Office Address: 2700 Junipero Avenue
City, State, Zip: Signal Hill, CA 90755
Local Contact: Rick Brown
Telephone Number: (415) 824-2400
Toll-Free Number: Connie Jones
(888) 424-3938
Fax Number: (415) 824-4400
24-Hour Emergency Number: (415) 302-3145
Rick Brown's Cell
Payment Terms: Net 30 Days
Vendor Number: 66236
Federal I.D. Number: 95-3082883
Local Office Location: 1740 Cesar Chavez
San Francisco, CA 94124
Store Hours: 7:00 a.m. – 5:00 p.m. Monday-Friday
8:30 a.m. – 2:00 p.m. Saturday
CBPO Number: BPSF00003115