

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **34427**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 6, 2016,
4 for reference purposes only, pursuant to Resolution No. RES-16-0047, adopted by the City
5 Council of the City of Long Beach at its meeting on May 24, 2016, by and between GRP2
6 UNIFORMS, INC. DBA KEYSTONE UNIFORMS, a California corporation ("Contractor"),
7 with a place of business located at 2525 N. Grand Ave. #R, Santa Ana, California 92705,
8 and the CITY OF LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to
10 make purchases under the purchasing contracts of other governmental agencies when
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to contract for the furnishing and delivery of fire
13 uniforms ("Uniforms"); and

14 WHEREAS, the Orange County Fire Authority has a Purchase Order No.
15 B01598 ("Orange County Purchase Order"), for the furnishing and delivery of fire uniforms;
16 and

17 WHEREAS, Resolution No. RES-16-0047, authorizes the City to contract for
18 the furnishing and delivery of fire uniforms, by virtue of the Orange County Purchase Order;

19 NOW, THEREFORE, in consideration of the terms and conditions contained
20 in this Agreement, the parties agree as follows:

21 1. The Orange County Purchase Order with Contractor, attached hereto
22 as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and
23 conditions contained in the Orange County Purchase Order shall be applicable here except
24 as follows:

25 A. Wherever the Orange County Purchase Order refers to the
26 Orange County Fire Authority, it shall be deemed to refer to the City of Long
27 Beach;

28 B. Contractor shall sell, furnish, and deliver to the City fire

1 uniforms, of substantially the same type and kind purchased under the Orange
2 County Purchase Order, except as modified by Exhibit "B", attached hereto and
3 incorporated by this reference, in an amount not to exceed Five Hundred Fifty
4 Thousand dollars (\$550,000) annually, including a 10 percent contingency of Fifty
5 Thousand dollars (\$50,000), at the discretion of the City Manager, inclusive of
6 taxes and fees, at the rates or charges shown in Exhibit "C", for a period of two (2)
7 years, with the option of renewing for two (2) additional one-year periods if funds
8 are available. To the extent that the Orange County Purchase Order and this
9 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
10 and (2) the Orange County Purchase Order.

11 C. Payment for fire uniforms, purchased from Contractor by the
12 City shall be made by the City on delivery to and acceptance of the fire uniforms,
13 by the City and submittal of an invoice to the City. Payment is due thirty (30) days
14 after the date of the invoice.

15 D. All warranties shall accrue to the City of Long Beach.

16 2. Neither this Agreement nor any money that becomes due to
17 Contractor under this Agreement may be assigned by Contractor without the prior written
18 consent of the City Manager or his designee.

19 3. Any notice given under this Agreement shall be in writing and
20 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
21 delivered or mailed to Contractor at the relevant address first stated above, and to the City
22 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
23 shall be deemed given three days after deposit in the mail.

24 4. The terms appearing on the Orange County Purchase Order are
25 incorporated in this Agreement.

26 5. Contractor shall cooperate with the City in all matters relating to self-
27 accrual of use tax. Contractor shall contact the City Treasurer for additional information
28 regarding self-accrual.

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Long Beach, CA 90802-4664

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6. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

GRP2 UNIFORMS, INC. DBA KEYSTONE UNIFORMS, a California corporation

10 / 19, 2016

By [Signature]
Name Robert Gibson
Title President

"Contractor"

GRP2 UNIFORMS, INC. DBA KEYSTONE UNIFORMS, a California corporation

10 / 19, 2016

By [Signature]
Name Robert Gibson
Title CEO

CITY OF LONG BEACH, a municipal corporation

Nov. 8, 2016

By [Signature]
City Manager
Assistant City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on November 3, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"



Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

BLANKET ORDER

DATE: 6/30/15

PURCHASE ORDER #: B01598

P.O. # must appear on all packages & correspondence.

VENDOR: @00007014
KEYSTONE UNIFORMS
2525 N. GRAND AVE. #R
SANTA ANA CA 92705

SHIP TO:
1 FIRE AUTHORITY ROAD
SERVICE CENTER
IRVINE CA 92602

Delivery Hours: 7am - 12pm and 1pm - 4pm

PHONE: 714-288-8800


FAX: 714-288-8805

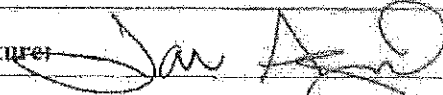
FOB: DESTINATION

CONTRACT TERM: 07/01/15 - 06/30/16

BUYER: JAMES AGUILA @ 714-573-6647

TERMS: NET 30 DAYS

Item	Description	Total Amount
	<p>BLANKET ORDER ISSUED FOR THE PURCHASE OF UNIFORMS AND ACCESSORIES IN ACCORDANCE WITH BID JA2002, BEST AND FINAL OFFER DATED 5/29/15, AND ATTACHMENT A - PRICE SHEET.</p> <p>CONTRACT APPROVED BY EXECUTIVE COMMITTEE AT THE JUNE 18, 2015 MEETING FOR A THREE YEAR PERIOD COMMENCING JULY 1, 2015 THROUGH JUNE 30, 2018. TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$900,000 PER YEAR.</p> <p>CONTRACT ALLOWS FOR TWO ADDITIONAL ONE-YEAR OPTIONAL RENEWALS FOR YEARS 4 AND 5, PENDING OCFA EXECUTIVE COMMITTEE APPROVAL.</p> <p>PRICING TO REMAIN FIRM FOR YEARS 1 AND 2 OF THE CONTRACT.</p> <p>OCFA SERVICE CENTER CONTACTS: RUSS SNIDER 714-573-6601 RUSSSNIDER@OCFA.ORG JASON CAYA 714-573-6600 JASONCAYA@OCFA.ORG</p> <p>VENDOR CONTACTS:</p> <p style="text-align: center;"> E-MAILED <u>6.30.15</u></p>	
		Amount

Authorized Signature: 

6.30.15

VENDOR COPY

Bill to: Accounts Payable P.O. Box 53008, Irvine, CA 92619-3008 (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.

Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

BLANKET ORDER

DATE: 6/30/15	PURCHASE ORDER #: B01598
VENDOR: @00007014 KEYSTONE UNIFORMS 2525 N. GRAND AVE. #R SANTA ANA CA 92705	SHIP TO: <i>P.O. # must appear on all packages & correspondence.</i> 1 FIRE AUTHORITY ROAD SERVICE CENTER IRVINE CA 92602
PHONE: 714-288-8800	FAX: 714-288-8805
FOB: DESTINATION	CONTRACT TERM: 07/01/15 - 06/30/16
BUYER: JAMES AGUILA @ 714-573-6647	TERMS: NET 30 DAYS

Delivery Hours: 7am - 12pm and 1pm - 4pm

Item	Description	Total Amount
	ROBERT GIBSON, VICE PRESIDENT SALES, 909-230-3541 EMAIL: ROBERT@KEYSTONEUNIFORMS.COM STACEY ROMERO, ACCOUNT MANAGER, 714-288-8800 EMAIL: STACEY@KEYSTONEUNIFORMS.COM PAYMENT DISCOUNT TERMS: 2% 10 DAYS ACCOUNTING: 121-4419-1001-200 =====	
1	CLOTHING/PERSONAL SUPPLIES PRICING PER ATTACHMENT A - PRICE SHEET	900,000.00
	ADDL. CHARGES:	.00
	TOTAL TAXES:	.00
	Amount	900,000.00

Authorized Signature:

[Handwritten Signature] 6-30-15

VENDOR COPY

Bill to: Accounts Payable P.O. Box 53008, Irvine, CA 92619-3008 (Include Federal Tax ID # on invoice).

Please acknowledge the terms and conditions on the reverse side.

BLANKET ORDER # B01598
ATTACHMENT A - PRICE SHEET
PRICES FIRM 7/1/15 - 6/30/17

LINE ITEM	ITEM DESCRIPTION	BRAND AND PART NUMBER	YEAR 1 & 2 UNIT PRICES	2% DISCOUNT
SECTION 3.2 - FIREFIGHTER/ECC STAFF - WORK UNIFORM				
1a	Short sleeve shirt - navy blue	Workrite 730NX45NB	\$88.99	\$87.21
1b	Short sleeve shirt size 52 and above & all sizes including (L) after numeric size for Long	Workrite 730NX45NB	\$106.79	\$104.65
2a	Long sleeve shirt - navy blue	Workrite 735NX45NB	\$105.99	\$103.87
2b	Long sleeve shirt size 52 and above & all sizes including (L) after numeric size for Long	Workrite 735NX45NB	\$127.19	\$124.65
3a	Pants - navy blue	Workrite 402NX75NB	\$100.99	\$98.97
3b	Pants size 44 and above	Workrite 402NX75NB	\$121.19	\$118.77
4	Belt - silver buckle	Boston Leather 6606	\$11.99	\$11.75
5	Jacket - navy blue	Elbeco Performance Shell SH3500	\$89.99	\$88.19
SECTION 3.3 - FIREFIGHTER/ECC STAFF - DRESS UNIFORM				
6	Long sleeve dress shirt - navy blue	Flying Cross 48W6686	\$51.99	\$50.95
7	Pants - navy blue	Flying Cross Equal	\$64.99	\$63.69
8	Hat	Keystone R13	\$42.99	\$42.13
9	Nameplate - silver	Sam Broome	\$6.99	\$6.85
10	Tie - ladies/cross (black)	Sam Broome	\$6.99	\$6.85
11	Tie - 2 1/2" clip-on	Tact Squad	\$4.99	\$4.89
12	Tie - 2 1/2" four-in-hand	Sam Broome	\$5.99	\$5.87
13	Tie clasp - plain silver	Heros Pride	\$3.99	\$3.91
SECTION 3.4 - CHIEF OFFICER - WORK UNIFORM				
14a	Short sleeve shirt - navy blue	Workrite 730NX45NB	\$88.99	\$87.21
14b	Short sleeve shirt size 52 and above & all sizes including (L) after numeric size for Long	Workrite 730NX45NB	\$106.79	\$104.65
15a	Long sleeve shirt - navy blue	Workrite 735NX45NB	\$105.99	\$103.87
15b	Long sleeve shirt size 52 and above & all sizes including (L) after numeric size for Long	Workrite 735NX45NB	\$127.19	\$124.65
16a	Pants - navy blue	Workrite 402NX75NB	\$100.99	\$98.97
16b	Pants size 44 and above	Workrite 402NX75NB	\$121.19	\$118.77
17	Belt - gold buckle	JS GOLD SMOOTH	\$20.00	\$19.60
18	Jacket - black	Blauer 6120	\$124.99	\$122.49
SECTION 3.5 - CHIEF OFFICER - DRESS UNIFORM				
19	Long sleeve dress shirt - white	Flying Cross 24N5100	\$38.99	\$38.21
20	Jacket - black	Anchor 226BL	\$250.99	\$245.97
21	Pants - black	Anchor 229BL	\$99.99	\$97.99
22	Nameplate - gold	Name Plate	\$6.99	\$6.85
SECTION 3.6 - FIRE PREVENTION SPECIALIST - WORK UNIFORM				
23	Long sleeve shirt - white	Flying Cross 45W6600	\$49.99	\$48.99
24	Short sleeve shirt - white	Flying Cross 95R6600	\$45.99	\$45.07
25	Pants - navy blue	Elbeco Tek 3 E2874R (4 Pocket)	\$45.49	\$44.58
26	Jacket - navy blue	Elbeco Performance Shell SH3500	\$89.99	\$88.19
SECTION 3.7 - FIRE PREVENTION SPECIALIST - DRESS UNIFORM				
27	Long sleeve shirt - white	Flying Cross 45W6600	\$49.99	\$48.99
28	Dress trouser - navy blue	Flying Cross Equivalent	\$64.99	\$63.69
29	Skirt - navy blue	Edwards	\$44.99	\$44.09
SECTION 3.8 - SERVICE CENTER, COMM. SERVICES, ECC, FLEET, PROPERTY MGMT - WORK UNIFORM				
30	Short sleeve shirt - navy blue	Elbeco G934	\$38.99	\$38.21
31	Long sleeve shirt - navy blue	Elbeco G924	\$43.49	\$42.62
32	Pants - navy blue	Elbeco Tek 3 E2874R	\$45.49	\$44.58
33	Polo shirt - dark navy	Elbeco K5234	\$43.99	\$43.11
34	Shorts - dark navy	Elbeco E2824	\$49.99	\$48.99

BLANKET ORDER # B01598
 ATTACHMENT A - PRICE SHEET
 PRICES FIRM 7/1/15 - 6/30/17

LINE ITEM	ITEM DESCRIPTION	BRAND AND PART NUMBER	YEAR 1 & 2 UNIT PRICES	2% DISCOUNT
SECTION 3.9 - SERVICES AIDE - WORK UNIFORM				
35	Short sleeve shirt - tan/khaki	Dickies 1575	\$29.99	\$29.39
36	Pant - dark green/olive	Dickies 874OG	\$34.99	\$34.29
37	Jacket - dark brown	Dickies TJ15	\$49.99	\$48.99
SECTION 3.10 - FOOTWEAR (STATION AND DRESS)				
38	Southwest Eagle - station boot	SouthWest FFB1005L	\$169.99	\$166.59
39	Pro Warrington - station boot	Pro Warrington 3003	\$245.99	\$241.07
40	Redback Slip-on Steel Toe Boots	Redback USBBK	\$131.99	\$129.35
41	Haix Airpower xr1 - Station/EMS Boot	Haix Airpower XR1	\$215.99	\$211.67
42	Black Leather "chukka" style dress shoe	Thorogood 834-6406	\$124.99	\$122.49
43	Patent black "chukka" style dress shoe	Thorogood 831-6032	\$69.99	\$68.59
ADDITIONAL TAILORING COSTS FOR SPECIFIC REQUESTS OUTSIDE THE INCLUDED COSTS FOR NORMAL FITTING AND EMBROIDERY				
44	Shirt - cut tails		\$10.00	
45	Shirt - taper sleeves		\$5.00	
46	Shirt - adjust sides		\$7.00	
47	Trouser - adjust existing hem		\$5.00	
48	Trouser - adjust crotch		\$15.00	
49	Trouser - adjust seat		\$12.00	
50	Trouser - adjust waist		\$8.00	
51	Jacket - add braid		\$25.00	
52	Jacket - shorten sleeves		\$15.00	
53	Jacket - taper sleeves		\$12.00	
54	Jacket - adjust sides		\$25.00	
55	Remove patches		\$3.00	
56	Sew patches		\$3.00	
57	Remove hash marks		\$8.00	
58	Add hash marks		\$5.00	
59	Add zippers in customers garments		\$7.00	
PATCHES				
60	OCFA Chief Badge Patch Gold	X190944G	\$1.99	\$1.95
61	OCFA Assistant Chief Badge	X190944H	\$1.99	\$1.95
62	OCFA Division Chief Badge	X190944F	\$1.99	\$1.95
63	OCFA Battalion Chief Badge	X190944E	\$1.99	\$1.95
64	OCFA Captain Badge Patch Gold on Silver	X190944C	\$1.49	\$1.46
65	OCFA Engineer Badge Patch Silver	X190944B	\$1.29	\$1.26
66	OCFA Firefighter Badge Patch Silver	X190944A	\$1.29	\$1.26
67	OCFA Shoulder 4-7/8 x 3-13/16	Qty of 500	\$2.30	\$2.25
68	OCFA Shoulder 4-7/8 x 3-13/16	Qty of 1,000	\$1.99	\$1.95
69	OCFA Shoulder 4-7/8 x 3-13/16	Qty of 2,000	\$1.45	\$1.42
70	OCFA Shoulder 4-7/8 x 3-13/16	Qty of 3,000	\$1.29	\$1.26
71	OCFA Shoulder 4-7/8 x 3-13/16	Qty of 5,000	\$1.19	\$1.17
72	OCFA Various Rockers	Qty of 200	\$1.73	\$1.70
73	OCFA Various Rockers	Qty of 300	\$1.64	\$1.61
74	OCFA Various Rockers	Qty of 500	\$1.60	\$1.57
75	OCFA Various Rockers	Qty of 1,000	\$1.56	\$1.53
76	OCFA Various Rockers	Qty of 2,000	\$1.51	\$1.48
77	OCFA Various Rockers	Qty of 3,000	\$1.47	\$1.44

*Early Payment Discount of 2% If Paid within 10 Days of Receipt of Invoice

Conditions: The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

STANDARD CONDITIONS

- 1. Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
- 2. Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA; no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.
- 3. Delivery:** Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.
- 4. Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.
- 5. Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, State or Federal codes, ordinances, orders, or statutes including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries.
- 6. Infringement:** SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
- 7. Assignment:** Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.
- 8. Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.
- 9. Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.
- 10. Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.
- 11. Termination:** OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.
- 12. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

WORK ORDER CONDITIONS

- 13. Performance:** SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.
 - 14. Indemnification:** Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.
 - 15. Safety/Liability Language:** In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.
 - 16. Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.
 - 17. Bill and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.
 - 18. Bonds:** If OCFA so desires, SELLER shall provide payment and performance bonds as required.
 - 19. Changes:** SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.
- Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein.

EXHIBIT "B"

EXHIBIT B

The following terms are incorporated into the contract:

1. ONLINE ORDERING AND CATALOGS

- A) The catalog shall be used to purchase approved items that are not specifically listed in Exhibit A. The Long Beach Fire Department (LBFD) shall be authorized to purchase miscellaneous items up to a maximum of \$1,000 per order.
- B) Keystone shall, at no additional charge, provide an on-line ordering system to better facilitate individual employee and bulk purchasing, and provide better tracking of purchases and purchase data to the LBFD. System shall allow for customized tracking by employee name and/or employee ID#, billing index code, division, product number, purchase order number, and date range. System shall also allow for email notification to employee when order is complete. Online system shall be operation within 90 days of award of contract. A demonstration of sample and/or proposed system shall be provided to the LBFD.

Keystone shall provide complete purchase data reports to the LBFD on a monthly quarterly, and yearly basis with the ability to generate reports on demand. Report options shall include but not be limited to: the names and/or employee number of individuals obtaining uniform items, quantities, manufacturer model and/or item numbers, pricing, cost totals, billing index codes, and other reasonable purchasing data reports as requested. This shall be provided at no additional charge. Copies of complete purchasing data from the commencement of the contract shall be provided to the City if the contract is terminated. Sample reports and/or a live demonstration shall be provided to the LBFD.

2. BASIC SERVICES

Keystone shall provide pricing on specific brand name items and product numbers. Any item substituted as an "approved equal" for a specified brand shall require prior written approval from the LBFD. Keystone shall bear all expenses and cost related to delivery of unauthorized and unapproved items shipped, delivered, or received by the LBFD. Substitution of an "approved equal" or any other unauthorized uniform or equipment item by Keystone without specific approval from an authorized City Agent shall be grounds for immediate cancellation of the contract.

3. FUTURE AMENDMENTS

It is agreed that if the City intends to renew this Contract, the City shall so notify Keystone 90 days prior to the expiration date. If Keystone proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to the expiration of the Contract. Said notice shall show item number, price, the contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

4. MEASUREMENT AND TAILORING OF UNIFORM GARMENTS

Keystone shall measure each individual and issue a set of uniforms specifically for that individual, providing the proper size and adequate fit for each garment and accessory. Initial purchase of uniforms and accessories shall include the measurement, tailoring, alteration, fitting, sewing on of emblems and pressing by qualified personnel prior to delivery. No additional payment will be made for these services.

5. ALTERATION AND REPAIR SERVICES

After the initial purchase and fitting of uniforms and other clothing items, alterations or repairs may be required. Keystone shall provide alteration and repair services to previously purchased uniforms throughout the duration of the Contract. Keystone shall provide and submit a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

6. ADEQUATE STOCK

Keystone shall maintain adequate stock of uniforms, accessories, and miscellaneous items to accommodate LBFD employees' needs, including emergencies, new hires and fill-in orders, as needed by the LBFD, through the length of the Contract. **Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.**

The City may inspect Keystone's facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule.

7. WILL CALL

Keystone shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must

be provided by the Contractor. Due to the 24/7 work schedule within the Fire Department, the Department may periodically request pre-arranged dates/times outside of normal business hours for "After Hours" fitting and services.

8. DEFAULT BY THE CONTRACTOR/TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days' notice given by the City to do so.

EXHIBIT "C"

KEYSTONE UNIFORMS

Keystone Uniforms - Long Beach

Updated: 10/5/2016

1050 E Wardlow Rd

Sales Rep: Patricia Carney

Long Beach, CA 90807

Ph#: 714-788-4064

Ph# 562-612-3429

email: patricia@keystoneuniforms.com

Store Mgr: Nina Aguilera

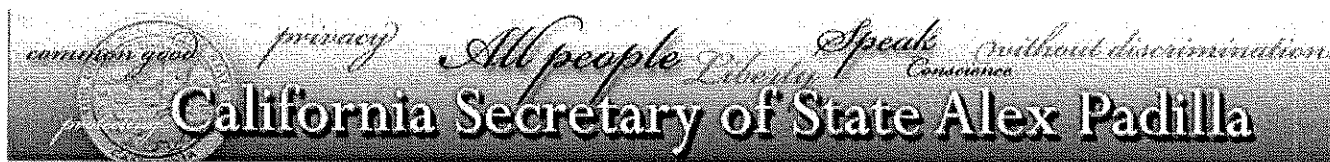
Long Beach Fire Dept - Price List (based off of OCFA BPO #B01598)

	MFG	ITEM	Description	Notes	Price
OCFA = or better	Workrite	740NX-45MN	Western Firefighter S/S Shirt, 4.5oz/yd2 Nomex IIIA, Midnight Navy	Standard Sizes	\$88.99
OCFA = or better	Workrite	740NX-45MN	Western Firefighter S/S Shirt, 4.5oz/yd2 Nomex IIIA, Midnight Navy	Size 52 & above & all sizes including (L) after numeric size for Long	\$106.79
OCFA = or better	Workrite	745NX-45MN	Western Firefighter L/S Shirt, 4.5oz/yd2 Nomex IIIA, Midnight Navy	Standard Sizes	\$105.99
OCFA = or better	Workrite	745NX-45MN	Western Firefighter L/S Shirt, 4.5oz/yd2 Nomex IIIA, Midnight Navy	Size 52 & above & all sizes including (L) after numeric size for Long	\$127.19
OCFA = or better	Workrite	402NX-75MN	Firefighter Pant, FULL Cut - 7.5oz/yd2 Nomex IIIA, Midnight Navy	Up to size 42	\$100.99
OCFA = or better	Workrite	402NX-75MN	Firefighter Pant, FULL Cut - 7.5oz/yd2 Nomex IIIA, Midnight Navy	Size 44 and above	\$121.19
OCFA = or better	Workrite	400NX-75MN	Firefighter Pant, - 7.5oz/yd2 Nomex IIIA, Midnight Navy	Up to size 42	\$100.99
OCFA = or better	Workrite	400NX-75MN	Firefighter Pant, - 7.5oz/yd2 Nomex IIIA, Midnight Navy	Size 44 and above	\$121.99
OCFA = or better	Workrite	731NX-45MN	Firefighter S/S Shirt, 4.5oz/yd2 Nomex IIIA, Female		\$88.99
OCFA = or better	Workrite	401NX-75MN	Firefighter Pant, - 7.5oz/yd2 Nomex IIIA, Midnight Navy, Female		\$100.99
OCFA = or better	Workrite	740NX-45BK	Western Firefighter S/S Shirt, 4.5oz/yd2 Nomex IIIA, Black	Up to size 42	\$88.99
OCFA = or better	Workrite	740NX-45BK	Western Firefighter S/S Shirt, 4.5oz/yd2 Nomex IIIA, Black	Size 44 and above	\$106.79
OCFA = or better	Workrite	745NX-45BK	Western Firefighter L/S Shirt, 4.5oz/yd2 Nomex IIIA, Black	Up to size 42	\$88.99
OCFA = or better	Workrite	745NX-45BK	Western Firefighter L/S Shirt, 4.5oz/yd2 Nomex IIIA, Black	Size 44 and above	\$106.79

OCFA = or better	Workrite	400NX-75BK	Firefighter Pant, - 7.5oz/yd2 Nomex IIIA, Black	Up to size 42	\$100.99
OCFA = or better	Workrite	400NX-75BK	Firefighter Pant, - 7.5oz/yd2 Nomex IIIA, Black	Size 44 and above	\$121.99
			Belt, Leather, Silver Buckle		\$11.99
	5.11	48038-019	Tactical Fleece		\$89.99
	5.11	48159-720	Tactical Taclite Reversible Company Jacket, Fire Navy		\$89.99
OCFA = or better	Sam Broome		Tie -- Ladies/Cross (Black)		\$6.99
OCFA = or better	Sam Broome		Tie -- 2 1/2" Clip-on		\$4.99
OCFA = or better	Sam Broome		Tie -- 2 1/2" four-in-hand		\$5.99
	5.11	48038-724	Tactical Fleece		\$89.99
	5.11	48153-019	Valiant Duty Jacket		\$259.99
	5.11	48063-019	Responder Parka		\$242.99
OCFA = or better	Flying Cross/Fech	45W6600	Long Sleeve Shirt - White		\$49.99
OCFA = or better	Flying Cross/Fech	95R6600	Short Sleeve Shirt - White		\$45.99
OCFA = or better		051422 10706	Double Breasted Wool Dress Fire Coat		\$250.99
OCFA = or better	Flying Cross/Fech	28P8696	Pants -- Black		\$99.99
OCFA = or better		Name Plate	Name Plate -- Gold		\$6.99
OCFA = or better		35W-5400	Long Sleeve Dress Shirt -- White		\$49.99
OCFA = or better		35W-5400	Short Sleeve Shirt -- White		\$45.99
	Tact Squad	7002B	Pants -- Black (Dacron)		\$45.49
	Edwards	112511	Pants -- Black (Cotton)		\$45.49
	Workrite	326NMX-75BK	Jacket -- Black		\$124.99
	Flying Cross/Fech	35W5400	Long Sleeve Shirt -- White		\$38.99
	Magnum	5312	Stealth Force 6.0		\$119.37
	Magnum	5310	Stealth Force 8.0		\$119.37
OCFA = or better	Haix	605111	Ankle Boot Lace-up w/Zipper		\$215.99
OCFA = or better	Haix	605112	Air Power Chukka		\$215.99
OCFA = or better	Air Power	Air Power 102110	Wildland		\$215.99
OCFA = or better	Pro Warrinton	Pro Warrinton 3003 & 6006	Men's Hellfire 8" Power		\$245.99

OCFA = or better	Redback	Redback USBBK	Slip-on Ankle Boot		\$131.99
	5.11	74369-724	Stryke Pants, Mens, Dark Navy		\$64.95
	5.11	64386-724	Stryke Pants, Womens, Dark Navy		\$64.95
	5.11	73287-724	Taclite Pro Shorts, Mens, Dark Navy		\$49.95
	5.11	63071-724	Taclite Pro Shorts, Womens, Dark Navy, 9" Inseam		\$49.95
	5.11	73327-724	Stryke Shorts, Mens, Dark Navy 11" Inseam		\$59.95
	5.11	72049-724	Performance Polo L/S, Mens, Dark Navy (apply Shoulder Patches)		\$39.99
	5.11	71049-724	Performance Polo S/S, Mens, Dark Navy (apply Shoulder Patches)		\$36.99
	5.11	61165-724	Performance Polo S/S, Womens, Dark Navy (apply Shoulder Patches)		\$36.99
	5.11	59551-019	TDU 1.5" Belt		\$15.00
	Peerless	700C	Peerless Chain Handcuffs		\$27.50
			Single Cuff Case, Blk, BW, Chrome Snap		\$27.50
	5.11	74251-019	5.11 Tactical Pant, Cotton, Blk		\$45.99
	5.11	74251-055	5.11 Tactical Pant, Cotton, Khaki		\$45.99
	Lion	130	Poly Cotton Pant, Navy		\$49.99
	Lion	3432	Jacket - Navy		\$56.99
	Lion	0794-20	Jacket Liner		\$34.99
	Lion	1532	Poly Cotton Shirt, Light Blue		\$56.06
	Tact Squad	8013	Poly Cotton Shirt, Light Blue		\$56.06
OCFA = or better	Dickies	874DN	Pant, Navy		\$34.99
OCFA = or better	Right Chest Embroidery	LAST NAME	Price Included on Workrite Uniforms		
	Right Chest Embroidery	1 line	Non Workrite Items		\$5.00
	Left Chest Embroidery	Badge Logo			\$10.00
	Left Chest Embroidery	Lifeguard Logo			\$10.00
	Nametapes				\$5.00
OCFA = or better	Alterations	Shirt	Cut Tails		\$10.00
OCFA = or better	Alterations	Shirt	Taper Sleeves		\$5.00
OCFA = or better	Alterations	Shirt	Adjust Sides		\$7.00

OCFA = or better	Alterations	Trouser	Adjust existing Hem		\$5.00
OCFA = or better	Alterations	Trouser	Adjust Crotch		\$15.00
OCFA = or better	Alterations	Trouser	Adjust Seat		\$12.00
OCFA = or better	Alterations	Trouser	Adjust Waist		\$8.00
OCFA = or better	Alterations	Jacket	Add Braid		\$25.00
OCFA = or better	Alterations	Jacket	Shorten Sleeves		\$15.00
OCFA = or better	Alterations	Jacket	Taper Sleeves		\$12.00
OCFA = or better	Alterations	Jacket	Adjust Sleeves		\$25.00
OCFA = or better	Alterations		Remove Patches		\$3.00
OCFA = or better	Alterations		Sew Patches		\$3.00
OCFA = or better	Alterations		Remove Hash Marks		\$8.00
OCFA = or better	Alterations		Add Hash Marks		\$5.00
OCFA = or better	Alterations		Add Zippers		\$7.00


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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, November 08, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	GRP2 UNIFORMS INC.
Entity Number:	C3591773
Date Filed:	07/26/2013
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2525 N GRAND AVE SUITE P
Entity City, State, Zip:	SANTA ANA CA 92705
Agent for Service of Process:	ROBERT GIBSON
Agent Address:	2525 N GRAND AVE SUITE P
Agent City, State, Zip:	SANTA ANA CA 92705

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
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