

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
POLICE UNIFORMS

CONTRACT NO.

34225

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach. Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Santa Ana CA ON THE 9th DAY OF February, 20 16.

COMPANY NAME: Keystone Uniforms (GRP2) TIN: [REDACTED]

STREET ADDRESS: 2525 N. Grand Ave CITY: Santa Ana STATE: CA ZIP: 92705

PHONE: 714 288-8800 FAX: 714 288 8805

S/ [Signature] Vice President
(SIGNATURE) (TITLE)

Robert Gibson Robert@keystoneuniforms.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

4.12.16

Date

APPROVED AS TO FORM

April 11, 2016

CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☒ State of CA
Partnership ☐ State of _____
General ☐ Limited ☒
Joint Venture ☐
Individual ☐ DBA

Limited Liability Company ☒ State of CA

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

☐ Black ☒ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☐ Caucasian

Non-ethnic Factors of Ownership (check all that apply):

☐ Male ☐ Yes - Physically Challenged ☐ Under 65
☒ Female ☐ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes ☐ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☐ Yes ☒ No

Name of certifying agency:

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business-info/business-licenses/business-licenses.

INSTRUCTIONS TO BIDDERS**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: MICHELLE KING
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: DECEMBER 16, 2015

TIME: 11:00 AM

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

<u>MICHELLE KING</u>	<u>(562) 570-6020</u>
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if

CONTRACT – GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

CONTRACT – GENERAL CONDITIONS

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished

CONTRACT – GENERAL CONDITIONS

by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The Long Beach Police Department (LBPd) is seeking bids for the purchase and alteration service of police uniforms, accessories, and miscellaneous equipment in accordance with the specifications, terms, and conditions of this Invitation to Bid (ITB). The selected Contractor shall provide uniform and alterations services on an as-needed basis.

LBPd provides uniforms for both civilian and sworn employees, including but not limited to Police Officers, Security Officers, SWAT Officers, Park Rangers, Crossing Guards, and Volunteers.

BASIC SERVICES

- 1.1** All garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and meet LBPd's Uniform and Accessories Specifications and Requirements.
- 1.2** Contractor's tailoring, fitting, alterations, sewing on of emblems and pressing must conform to LBPd's Uniform and Accessories Specifications and Requirements.
- 1.3** The Contractor shall provide trained personnel, when required, for measuring and fitting of uniforms at the Police Academy, 7380 Carson Street, Long Beach; Public Safety Building, 400 West Broadway, Long Beach; and other department locations in the City of Long Beach(City).
- 1.4** Contractor must be able to provide emergency and non-emergency uniform services during regular and after business hours on a 24-hour basis.
- 1.5** All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the Long Beach Police Department.
- 1.6** Upon proper identification as a LBPd personnel, the Contractor shall sell replacement clothing or equipment at the LBPd's contract prices. The Contractor shall furnish only the contract items specified and shall not substitute a lesser quality of materials than was originally proposed.
- 1.7** Other than uniforms, insignias, badges, emblems, and patches relating to the police division making the purchase, City personnel may purchase any and all items listed in the Bid according to the department needs. Contractors may not sell uniforms of one division to any other division or City Department. Proper identification must be presented by City personnel to the contractor at the time of order placement, pickup, and delivery.
- 1.8** Contractor must be able to provide special order uniforms and related accessories or equipment, although not specified in the contract but approved as a substitute item, as requested by the employee at the employee's expense. These costs must be billed separately to the employee. However, the contractor must be able to track and report all substituted items purchased by employees and shall make subject information available to the City as part of the regular reporting.

CONTRACT – SPECIFICATIONS

- 1.9** Contractor must be able to provide uniforms to new City employees within 14 days after the contractor receives notification to do so.
- 1.10** Contractor must be able to provide emergency uniforms (i.e. new hires, damaged uniforms) on a temporary basis if special order uniforms or special size uniforms are not in stock.
- 1.11** Contractor must be able to provide samples of uniforms and related accessories upon request by the City for use as "Control Samples" throughout the duration of the contract.
- 1.12** For items listed in the "Summary of Items" that require samples, such as patches, badges, emblems, and insignias, the Contractor shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by the Contractor. The City shall supply the Contractor with necessary artwork.
- 1.13** Contractor must be able to accommodate contract amendments during the duration of the contract to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items.
- 1.14** Upon the approval of the City Purchasing Agent or his designee, the City may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. These can be added on a quarterly basis to be included in a contract amendment.

CONTRACT – SPECIFICATIONS

BID TIMELINE

Bid release date:	November 19, 2015
Questions/Request for Approved Equals due:	December 3, 2015 by 11:00 AM
Answers/Approved Equals from the City:	December 8, 2015
Bid due date:	December 16, 2015 by 11:00 AM

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- ☐ Signed Bid Cover Page
- ☐ California All Purpose Acknowledgment, Notarized (if applicable)
- ☐ Debarment Certification Form
- ☐ Reference List
- ☐ W-9 Form
- ☐ Insurance Requirements
- ☐ Equal Benefits Ordinance (EBO)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab. In case of error between the electronic line item and the bid price sheet, the bid price sheet shall govern.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB PD 16-034 for Police Uniforms

Bids must be received by 11:00 AM Pacific Time, December 16, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov
Michelle King.

“APPROVED EQUALS”

Items listed in “Bid Section” are to be by listed manufacturer/brand name or “Approved Equal”.

“Approved Equal” means material or equipment which is “equal” in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The Police Chief of the Long Beach Police Department (LBPd), or his **designee**, shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the Police Chief or his designee shall be final.

The bidder submitting an “Approved Equal” product as an alternate is required to submit documentation for determination on or before December 3, 2015 to Purchasingbids@longbeach.gov Attn: Michelle King with the bid number, ITB PD 16-034. Documentation received after this date will not be accepted or considered in the evaluation. The determination period will be completed and the bidder will be notified by the City if the “Approved Equal” is accepted by December 8, 2015. The bidder is required to submit all data supporting its claim that material or equipment is an “equal”. Bidders that do not comply will have their bids rejected as unresponsive.

Samples with bid or “approved equal” are not requested. If City deems need for sample to determine “approved equal” or after bid close for evaluation, bidder will need to comply.

Once the determination has been made that an alternate is deemed “equal” the specifications will be amended and the alternate will be added to the specifications as a line item.

Alternate products quoted without documentation or samples will have their bids rejected as unresponsive.

Bidders acknowledge and agree that use of an “Approved Equal” creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an equal product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the “equal” product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the Specifications are intended to establish the type, function and quality required. Although not stated in every instance where a brand name or the name of a particular supplier is given, the use of a brand name or the name of a particular supplier will also mean and include “or approved equal.” The phrase “or approved equal” means that the City of Long Beach, will make the determination, in his sole opinion and discretion, whether or not material

CONTRACT – SPECIFICATIONS

or equipment offered as an “equal” is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

CONTRACT PERIOD

The contract shall be twenty-four (24) months from the date of award or after the expiration of the current contract, whichever is the earlier unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

RENEWALS

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

It is agreed that if the City intends to renew this Contract, the City shall notify the Contractor 90 days prior to the expiration date. If the Contractor 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 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. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Manager and executed by the Contractor and the City.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3rd) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

CONTRACT – SPECIFICATIONS

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves

CONTRACT – SPECIFICATIONS

royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Vendor shall comply with 25 CFR 85.34

DEBARMENT and SUSPENSION

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Award Management Database (www.sam.gov).

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACT – SPECIFICATIONS

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).

CONTRACT – SPECIFICATIONS

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

CONTRACT – SPECIFICATIONS

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact (must have a person's name).

PRIMARY CONTACT:

NAME: Robert Gibson
 TITLE: Vice President
 OFFICE #: 714-288-8800
 CELL #: 909-230-3541
 EMAIL: Robert@keystoneuniforms.com

EMERGENCY CONTACT:

NAME: Robert Gibson
 TITLE: Vice President
 PHONE: 909 230 3541

FACILITY LOCATION:

Bidder shall provide the address of its nearest distribution center or store.

ADDRESS: 2525 N. Grand Ave Suite R,
Santa Ana CA 92705

How many employees live in the City of Long Beach ? 1 (Store Manager)

SUBCONTRACTOR INFORMATION

Contractor shall not assign or subcontract any performance of the contract terms without the express written consent of the City.

PRICING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and City sales tax, and Federal excise tax.

CONTRACT – SPECIFICATIONS

Renewal Option:

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

2nd year contract shall not exceed 1 %

First renewal period shall not exceed 3 %

Second renewal period shall not exceed 5 %

Payment Terms: NET 30. If other, specify here —

EQUIPMENT CONDITION

The item(s) shall be new and unused, current model, with standard factory fittings, trim and accessories unless otherwise noted. Items shall not have been used as demonstrator(s) or for any other prior service.

ONLINE ORDERING AND CATALOGS

Bidder shall submit one copy of its general or master catalog with the bid. Upon award of the Contract, the Contractor shall supply additional catalogs to LBPd as requested.

• Catalog Dated: NA

• Please specify percentage discount allowed the City: — %

Does your company currently have online ordering: Yes — No X

• If no, does your company plan to have online ordering within the next twelve (12) months?

Yes X No —

• If yes, Bidder shall include with the bid as a separate attachment any information pertaining to the Bidder's online catalog and internet ordering (including the web address/URL).

Keystone uniforms.com (Currently just landing)
Page

SAMPLES

Bidder may be required to provide samples of uniforms and related accessories upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name, brand name and product number and must meet specification requirements. Materials and garments shall be subject to approval and acceptance by the City. FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.

Samples will be available for pick-up by Bidder 30 calendar days after bid due date, unless otherwise notified. Samples not picked up within 60 calendar days after bid due date will be discarded. The City shall not be held responsible for damage of samples due to testing or otherwise.

CONTRACT – SPECIFICATIONS

SHIPPING INSTRUCTIONS

Prices quoted shall include all delivery and unloading charges to the City of Long Beach.

F.O.B. Address: Long Beach Police Department
400 West Broadway
Long Beach, CA 90802

DELIVERY

The City reserves the right to make an award based on delivery time quoted.

Delivery Point: Prices quoted shall be **FOB Destination** to various designated location within the City of Long Beach.

Delivery Time: Delivery must be made within fourteen (14) days of notification of order.

The City reserves the right to reject a bid based on the bidder's inability to meet the delivery requirements.

Are you able to provide overnight delivery?

Yes

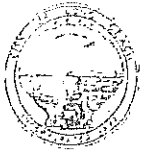
☒

No

LICENSE

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business licenses application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to <http://www.longbeach.gov/finance/business-info/business-licenses/business-licenses>.

Upon notification of awarded, Bidder must obtain a City of Long Beach business license and all required permits.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

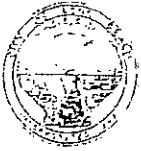
Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

*If you have any questions on how to complete this form, please contact the
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200*



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order No 12549

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Rabir Gibson Jr
Signature of Authorized Representative

Vice President
Title of Authorized Representative

GRP2
Business/Contractor/ Agency

2/9/16
Date



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:



City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

- Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
 - Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
 - Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
 - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
 - Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Robert Gibson Title: Vice President
Signature: [Handwritten Signature] Date: 2/9/16

EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Robert Gibson Title: Vice President
Signature: Robert Gibson Date: 2/9/16
Business Entity Name: GRP2

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: GRP2 (Keystone Uniforms) Federal Tax ID No. _____
Address: 2525 N. Grand Ave
City: Santa Ana State: CA ZIP: 92705
Contact Person: Robert Gibson Telephone: 714 288 8800
Email: Robert@keystoneuniforms.com Fax: 714 288 8805

Section 2. COMPLIANCE QUESTIONS

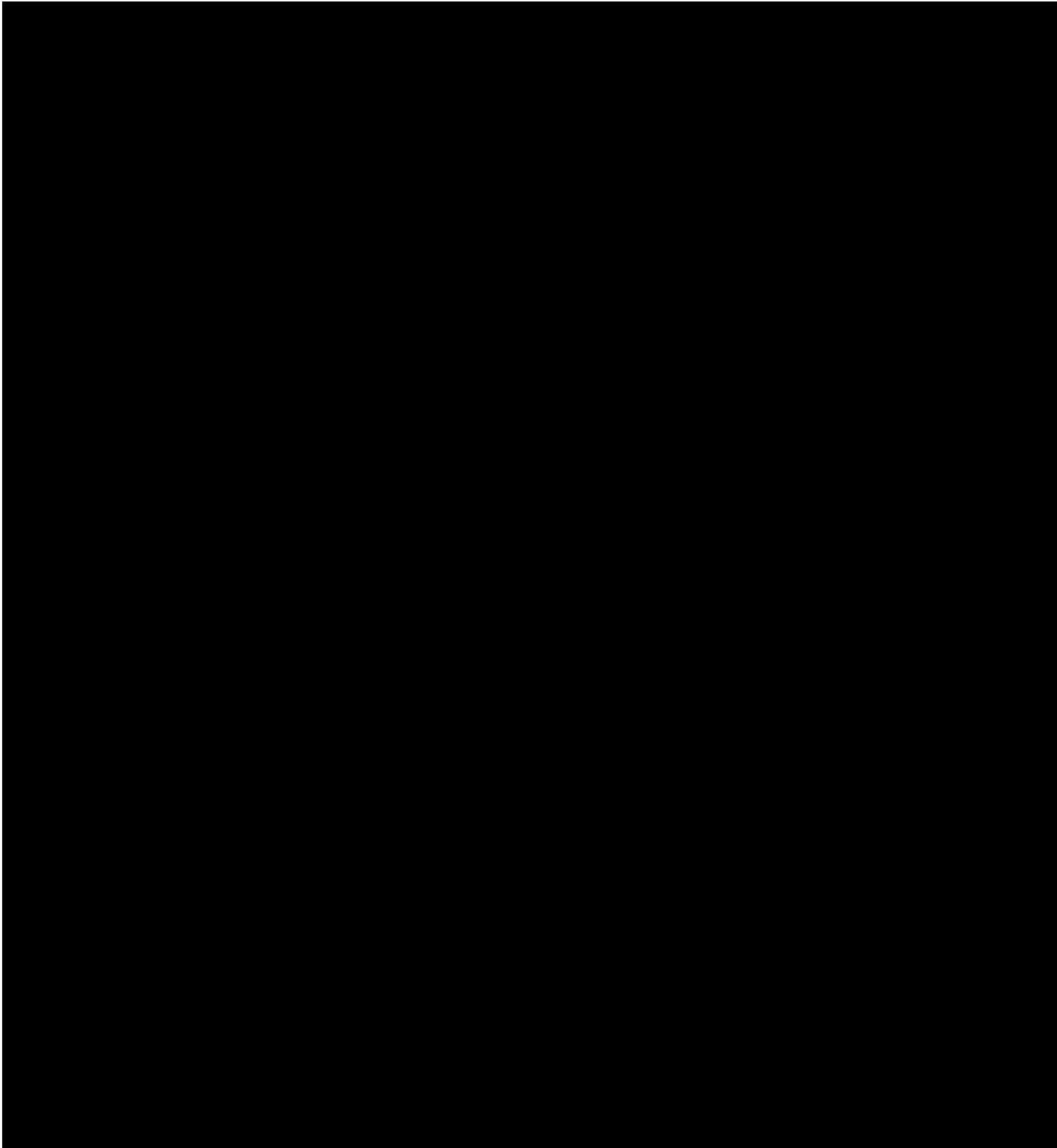
- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. ____ Yes ☒ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ☒ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
____ Yes ____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Confidential



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form



09/15/2013 12:45 6269152764

KEYSTONEUNIFORM

PAGE 01/84

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
KRP Uniforms Inc

Business name/disregarded entity name, different from above
Keystone Uniforms OC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) > _____
☐ Other (see instructions) > _____

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2525 N. Grand Ave #P+R
City, state, and ZIP code
Santa Ana, CA 92705

Requester's name and address (optional)

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 8. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] [] [] [] [] [] [] [] [] []

Employer identification number
[] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below), and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > Patricia Horvath Date > 9/16/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/efile. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1445 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1445 require a partnership to presume that a partner is a foreign person, and pay the section 1445 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1445 withholding on your share of partnership income.

Keystone Uniforms (GRP2)
POLICE UNIFORMS ITB 16-034
BID SECTION

#	Section	Brand	Color	UOM	qty	Keystone
1	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	DARK NAVY	EA	500	\$49.99
2	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	TDU GREEN	EA	500	\$42.99
3	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	BLACK	EA	500	\$42.99
4	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	BLACK	EA	500	\$49.99
5	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	TDU GREEN	EA	500	\$49.99
6	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	DARK NAVY	EA	500	\$49.99
7	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	TDU GREEN	EA	500	\$42.99
8	PANTS/TROUSERS/BREECHES	5.11 TACTICAL	DARK NAVY	EA	500	\$49.99
9	PANTS/TROUSERS/BREECHES	ELBECO	FOREST GREEN	EA	500	\$69.99
10	PANTS/TROUSERS/BREECHES	ELBECO	FOREST GREEN	EA	500	\$69.99
11	PANTS/TROUSERS/BREECHES	ELBECO	GREEN	EA	500	\$69.99
12	PANTS/TROUSERS/BREECHES	FECHHEIMER	NAVY	EA	500	\$269.99
13	PANTS/TROUSERS/BREECHES	FECHHEIMER	NAVY	EA	500	\$199.99
14	PANTS/TROUSERS/BREECHES	FLYING CROSS	NAVY	EA	500	\$71.99
15	PANTS/TROUSERS/BREECHES	FLYING CROSS	FOREST GREEN	EA	500	\$71.99
16	PANTS/TROUSERS/BREECHES	FLYING CROSS	NAVY	EA	500	\$71.99
17	PANTS/TROUSERS/BREECHES	FLYING CROSS	FOREST GREEN	EA	500	\$71.99
18	PANTS/TROUSERS/BREECHES	FLYING CROSS	NAVY	EA	500	\$48.99
19	PANTS/TROUSERS/BREECHES	FLYING CROSS	FOREST GREEN	EA	500	\$48.99
20	PANTS/TROUSERS/BREECHES	FLYING CROSS	NAVY	EA	500	\$48.99
21	PANTS/TROUSERS/BREECHES	FLYING CROSS	FOREST GREEN	EA	500	\$48.99
22	PANTS/TROUSERS/BREECHES	LION	NAVY	EA	500	\$49.99
23	PANTS/TROUSERS/BREECHES	MOCEAN	BLACK	EA	500	\$49.99
24	PANTS/TROUSERS/BREECHES	MOCEAN	BLACK	EA	500	\$59.99
25	PANTS/TROUSERS/BREECHES	TACT SQUAD	NAVY	EA	500	\$9.99
26	PANTS/TROUSERS/BREECHES	TACT SQUAD	NAVY	EA	500	\$9.99
27	PANTS/TROUSERS/BREECHES	TRU SPEC 24 7	BLACK	EA	500	\$39.99
28	PANTS/TROUSERS/BREECHES	TRU SPEC 24 7	BLACK	EA	500	\$39.99
29	PANTS/TROUSERS/BREECHES	TRU-SPEC 24 7	MULTICAM	EA	500	\$49.99
30	PANTS/TROUSERS/BREECHES	TRU-SPEC 24 7	BLACK	EA	500	\$59.99
31	SHIRTS	5.11 TACTICAL	TAN	EA	500	\$44.99
32	SHIRTS	5.11 TACTICAL	BLACK	EA	500	\$49.99
33	SHIRTS	5.11 TACTICAL	DARK NAVY	EA	500	\$49.99
34	SHIRTS	5.11 TACTICAL	BLACK	EA	500	\$54.99
35	SHIRTS	5.11 TACTICAL	TDU GREEN	EA	500	\$54.99
36	SHIRTS	5.11 TACTICAL	TAN	EA	500	\$54.99
37	SHIRTS	BLAUER	BLACK	EA	500	\$54.99
38	SHIRTS	BLAUER	BLACK	EA	500	\$54.99
39	SHIRTS	BLAUER	BLACK	EA	500	\$49.99
40	SHIRTS	BLAUER	BLACK	EA	500	\$49.99

41	SHIRTS	BLAUER	BLACK	EA	500	\$59.99
42	SHIRTS	BLAUER	BLACK	EA	500	\$59.99
43	SHIRTS	BLAUER	BLACK	EA	500	\$54.99
44	SHIRTS	BLAUER	BLACK	EA	500	\$54.99
45	SHIRTS	ELBECO	TAN	EA	500	\$39.99
46	SHIRTS	ELBECO	TAN	EA	500	\$39.99
47	SHIRTS	ELBECO	SILVER TAN	EA	500	\$44.99
48	SHIRTS	ELBECO	TAN	EA	500	\$44.99
49	SHIRTS	FLYING CROSS	NAVY	EA	500	\$89.99
50	SHIRTS	FLYING CROSS	NAVY	EA	500	\$89.99
51	SHIRTS	FLYING CROSS	NAVY	EA	500	\$84.99
52	SHIRTS	FLYING CROSS	NAVY	EA	500	\$84.99
53	SHIRTS	FLYING CROSS	NAVY	EA	500	\$64.99
54	SHIRTS	FLYING CROSS	NAVY	EA	500	\$64.99
55	SHIRTS	FLYING CROSS	NAVY	EA	500	\$39.99
56	SHIRTS	FLYING CROSS	NAVY	EA	500	\$39.99
57	SHIRTS	FLYING CROSS	NAVY	EA	500	\$36.99
58	SHIRTS	FLYING CROSS	NAVY	EA	500	\$36.99
59	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$36.99
60	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$39.99
61	SHIRTS	FLYING CROSS	TAN	EA	500	\$39.99
62	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$52.99
63	SHIRTS	FLYING CROSS	TAN	EA	500	\$16.99
64	SHIRTS	FLYING CROSS	TAN	EA	500	\$16.99
65	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$36.99
66	SHIRTS	FLYING CROSS	TAN	EA	500	\$16.99
67	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$39.99
68	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$49.99
69	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$52.99
70	SHIRTS	FLYING CROSS	SILVER TAN	EA	500	\$36.99
71	SHIRTS	FLYING CROSS	TAN	EA	500	\$54.99
72	SHIRTS	PROPPER	NAVY	EA	500	\$49.99
73	SHIRTS	TRU-SPEC 24 7	MULTICAM	EA	500	\$52.99
74	POLO SHIRTS	5.11 TACTICAL	WHITE	EA	500	\$29.99
75	POLO SHIRTS	5.11 TACTICAL	SILVER TAN	EA	500	\$29.99
76	POLO SHIRTS	5.11 TACTICAL	NAVY BLUE	EA	500	\$29.99
77	POLO SHIRTS	5.11 TACTICAL	DARK NAVY	EA	500	\$36.99
78	POLO SHIRTS	5.11 TACTICAL	BLACK	EA	500	\$36.99
79	POLO SHIRTS	5.11 TACTICAL	DARK NAVY	EA	500	\$36.99
80	POLO SHIRTS	5.11 TACTICAL	WHITE	EA	500	\$29.99
81	POLO SHIRTS	5.11 TACTICAL	SILVER TAN	EA	500	\$29.99
82	POLO SHIRTS	5.11 TACTICAL	NAVY BLUE	EA	500	\$36.99
83	POLO SHIRTS	5.11 TACTICAL	BLACK	EA	500	\$36.99
84	POLO SHIRTS	5.11 TACTICAL	DARK NAVY	EA	500	\$36.99
85	POLO SHIRTS	5.11 TACTICAL	WHITE	EA	500	\$36.99
86	POLO SHIRTS	5.11 TACTICAL	SILVER TAN	EA	500	\$29.99
87	POLO SHIRTS	ELBECO	TAN	EA	500	\$36.99

88	POLO SHIRTS	ELBECO	GRAY	EA	500	\$36.99
89	POLO SHIRTS	ELBECO	BLACK	EA	500	\$36.99
90	POLO SHIRTS	ELBECO	BLACK	EA	500	\$36.99
91	POLO SHIRTS	ELBECO	GRAY	EA	500	\$39.99
92	POLO SHIRTS	ELBECO	BLACK	EA	500	\$39.99
93	POLO SHIRTS	ELBECO	GRAY	EA	500	\$36.99
94	POLO SHIRTS	ELBECO	BLACK	EA	500	\$36.99
95	POLO SHIRTS	ELBECO	GRAY	EA	500	\$39.99
96	POLO SHIRTS	ELBECO	BLACK	EA	500	\$39.99
97	POLO SHIRTS	ELBECO	BLACK	EA	500	\$39.99
98	SHORTS	5.11 TACTICAL	BLACK	EA	50	\$49.99
99	SHORTS	5.11 TACTICAL	BLACK	EA	50	\$49.99
100	SHORTS	5.11 TACTICAL	BLACK	EA	50	\$49.99
101	SHORTS	MOCEAN	BLACK	EA	50	\$59.99
102	SHORTS	MOCEAN	BLACK	EA	50	\$59.99
103	RAIN GEAR	NEESE	YELLOW	EA	100	\$59.99
104	RAIN GEAR	NEESE	YELLOW	EA	100	\$79.99
105	JACKETS/SWEATSHIRTS	5.11 TACTICAL	BLACK	EA	200	\$169.99
106	JACKETS/SWEATSHIRTS	BLAUER	BLACK	EA	200	\$129.99
107	JACKETS/SWEATSHIRTS	BLAUER	BLACK	EA	200	\$105.99
108	JACKETS/SWEATSHIRTS	BROADWAY KNITTING	NAVY	EA	200	\$59.99
109	JACKETS/SWEATSHIRTS	CARDINAL	BLACK	EA	200	\$24.99
110	JACKETS/SWEATSHIRTS	CARDINAL	GOLD	EA	200	\$29.99
111	JACKETS/SWEATSHIRTS	FLYING CROSS	GREEN	EA	200	\$299.99
112	JACKETS/SWEATSHIRTS	FRONTLINE	BLACK	EA	200	\$139.99
113	JACKETS/SWEATSHIRTS	LION	NAVY	EA	200	\$19.99
114	JACKETS/SWEATSHIRTS	LION	NAVY	EA	200	\$59.99
115	JACKETS/SWEATSHIRTS	MOCEAN	BLACK	EA	200	\$159.99
116	JACKETS/SWEATSHIRTS	MOCEAN	BLACK	EA	200	\$49.99
117	JACKETS/SWEATSHIRTS	PORT AUTHORITY	BLACK	EA	200	\$59.99
118	JACKETS/SWEATSHIRTS	PORT AUTHORITY	BLACK	EA	200	\$59.99
119	JACKETS/SWEATSHIRTS	TRU-SPEC 24-7	BLACK	EA	200	\$239.99
120	JACKETS/SWEATSHIRTS	TRU-SPEC 24-7	OLIVE DRAB	EA	200	\$199.99
121	JACKETS/SWEATSHIRTS	TOUR MASTER		EA	200	\$179.99
122	JACKETS/SWEATSHIRTS		BLACK	EA	200	\$29.99
123	JACKETS/SWEATSHIRTS		NAVY BLUE	EA	200	\$29.99
124	JACKETS/SWEATSHIRTS		BLACK	EA	200	\$59.99
125	HATS	ALBOUM	NAVY BLUE	EA	100	\$139.99
126	HATS	ALBOUM	NAVY BLUE	EA	100	\$12.99
127	HATS	KEYSTONE	NAVY BLUE	EA	100	\$59.99
128	HATS	KEYSTONE	NAVY BLUE	EA	100	\$59.99
129	HATS	OTTO	NAVY BLUE	EA	100	\$15.00
130	HATS	VANGUARD	NAVY BLUE	EA	100	\$29.99
131	HATS	VANGUARD		EA	100	\$14.99
132	HATS		GOLD	EA	100	\$14.99
133	HATS		GOLD	EA	100	\$12.99
134	GLOVES	HATCH		EA	20	\$49.99

135	GLOVES	HATCH		EA	20	\$49.99
136	GLOVES		WHITE	EA	20	\$7.99
137	TIES		BLACK	EA	200	\$7.99
138	TIES		GOLD	EA	200	\$4.99
139	VEST	BLAUER	DARK NAVY	EA	200	\$59.99
140	VEST	BLAUER	DARK NAVY	EA	200	\$54.99
141	VEST	ELBECO	DARK NAVY	EA	200	\$89.99
142	VEST	TACT SQUAD	YELLOW	EA	200	\$29.99
143	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$0.00
144	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
145	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
146	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$2.00
147	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$2.00
148	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$7.00
149	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
150	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$7.00
151	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$0.00
152	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
153	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
154	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
155	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$0.00
156	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$7.00
157	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
158	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$5.00
159	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$2.00
160	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$10.00
161	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$7.00
162	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$7.00
163	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$10.00
164	TAILOR/ALTERATIONS SHIRTS			EA	1000	\$10.00
165	TAILOR/ALTERATIONS PANTS			EA	500	\$0.00
166	TAILOR/ALTERATIONS PANTS			EA	500	\$10.00
167	TAILOR/ALTERATIONS PANTS			EA	500	\$7.00
168	TAILOR/ALTERATIONS PANTS			EA	500	\$10.00
169	TAILOR/ALTERATIONS PANTS			EA	500	\$10.00
170	TAILOR/ALTERATIONS PANTS			EA	500	\$5.00

Michelle King

From: Robert Gibson <Robert@Keystoneuniforms.com>
Sent: Wednesday, February 24, 2016 10:42 AM
To: Michelle King
Subject: FW: 5.11 retraction

Here you go....

Thanks,

Robert Gibson

V.P. of Sales and Business Development
Direct Line: (909)230-3541
Fax: (909)266-1914
Email: Robert@keystoneuniforms.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

From: Robert Gibson [mailto:Robert@Keystoneuniforms.com]
Sent: Tuesday, February 23, 2016 8:15 PM
To: 'Michelle King'
Subject: 5.11 retraction

Hi Michelle,

Here is the exert from the original email I had sent..

Unfortunately I have to retract ONLY the pricing on the 5.11 products that we provided for the Bid. There is a Dealer of Record Policy that 5.11 has in place that only allows Galls to provide you pricing on the 5.11 product listed on your Bid. I sell 5.11 to many of my other contracts, but I was informed after I submitted that I had to retract the 5.11 portion. This policy creates a monopoly on who can distribute in this scenario.

I would like to discuss what can do to provide an alternative option(s) that I believe will greatly benefit your team and allow me to provide you with 5.11. If you or anyone from your team could call me, I'd appreciate it.

Thanks,

Robert Gibson

V.P. of Sales and Business Development

Direct Line: (909)230-3541

Fax: (909)266-1914

Email: Robert@keystoneuniforms.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately. Thank you.

From: Michelle King [mailto:Michelle.King@longbeach.gov]
Sent: Tuesday, February 23, 2016 4:15 PM
To: robert@keystoneuniforms.com
Subject: hey

If you need further assistance please feel free to contact me.

Thank You,

Michelle King, Buyer II

City of Long Beach
Purchasing Division
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
562-570-6020 office
562-570-5099 fax

Monday – Friday 7:30 am to 5:30 pm