

BID NUMBER ITB PD-14-072

TO: CITY OF LONG BEACH
CITY CLERK (MK)
333 WEST OCEAN BLVD, PLAZA LEVEL
LONG BEACH, CA 90802



INVITATION TO BID

Range Targeting System

CONTRACT NO. **33485**

- 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.
- 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.
- 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.
- 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.
- 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: ST PAUL MN ON THE 4th DAY OF AUGUST, 20 14
CITY STATE MONTH

COMPANY NAME: ADVANCED TRAINING SYSTEMS, INC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 4524 HIGHWAY 61 NORTH ST PAUL CITY: ST PAUL STATE: MN ZIP: 55110

PHONE: 651.429.8091 FAX: 651.429.8702

SI [Signature] PRESIDENT
(SIGNATURE) (TITLE)

EDWIN J TAYLOR
(PRINT NAME)

info@atsusa.biz
(EMAIL ADDRESS)

SI [Signature] COO/CFO
(SIGNATURE) (TITLE)

EVARIST J SCHNEIDER
(PRINT NAME)

info@atsusa.biz
(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

8/14/14
Date

APPROVED AS TO FORM August 12 20 14
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

To City of Long Beach:

Edwin J Taylor and Evarist J Schneider signed page 1 of bid number
ITB PD-14-072 in my presence.

8/4/14



BID NUMBER ITB PD-14-072

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 MN
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

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.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of MINN

County of Ramsey

On 4/3/14 Before me, KRISTEN BRODIE
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Evarest Schneider
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]
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
- PARTNER(S) TITLE(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 initiated 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_license.

INSTRUCTIONS TO BIDDERS

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Composition of Ownership (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

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/dlsr> 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.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

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:

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 - MICHELLE KING
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: April 10, 2014
TIME: 11:00 AM

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

MICHELLE KING (562) 570-6020
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:

INSTRUCTIONS TO BIDDERS

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.)

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 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

CONTRACT – GENERAL CONDITIONS

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 Rosie Bouquin at 562-570-7079 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. INSURANCE REQUIREMENTS

A. 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.

B. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a) Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FCS) 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
- b) Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FCS) 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.

(1) Commercial General Liability

Commercial General Liability (equivalent in coverage to ISO form CG 00 01 11 85 or 88), including cross-liability protection and broad form contractual liability, in an amount not less than \$1,000,000 combined single limit for each occurrence. If the policy has a general aggregate limit, the general aggregate limit must be in an amount not less than \$2,000,000. The "City of Long Beach, its officials, employees, and agents" must be named as additional insureds and such coverage must not be limited to the vicarious liability or supervisory role of the additional insured. No person or department should be identified as the additional insured.

(2) Automobile Liability

Automobile Liability (equivalent in coverage to ISO form CA 00 01 06 92) in an amount not less than \$500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If the vendor is only using borrowed, hired or leased vehicles in connection with the vendor's purchase order, the vendor can request, in writing, a waiver of the automobile liability requirement for coverage of Auto Symbol 1 (Any Auto) and provide evidence of auto liability coverage for non-owned and hired autos. If the vendor does not use an automobile in connection with vendor's work, the vendor should provide you with a written request for waiver.

(3) Professional Liability or Errors and Omissions

CONTRACT – GENERAL CONDITIONS

If the vendor is providing accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, daycare, engineering, environmental, landscape architectural, legal, medical, nursing, pastoral, surveying, real estate, soils engineering, or other professional services, Professional Liability or Errors and Omissions in an amount not less than \$1,000,000 per occurrence.

- (4) Workers' Compensation and Employer's Liability
Workers' Compensation and Employer's Liability in an amount not less than \$1,000,000 per accident if Workers' Compensation coverage is required of the vendor by the California Labor Code. If the vendor is not subject to the State's Workers' Compensation laws, the vendor should provide you with a written reason as to why this coverage is not applicable and request a waiver (if Workers' Compensation insurance is not applicable, Employer's Liability insurance is not required).

C. REQUIRED INSURANCE DOCUMENTATION

(1) Certificate of Insurance

The vendor must provide you with a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the "City of Long Beach," and the Certificate Holder's address must be the address of your Department.

(2) Endorsements

In addition, the vendor must also provide the following endorsements, including but not limited to:

- a) An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the "City of Long Beach, its officials, employees and agents" as additional insureds under the general liability policy. No person or department should be identified as the additional insured.
- b) An endorsement to each policy stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to City and that the policy shall apply on a primary noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or any official, employee or agent of City.

D. ADDITIONAL INSURANCE REQUIREMENTS FOR SPECIAL RISKS

Additional insurance requirements may be imposed on certain vendors. Refer to Risk Management for individual review of the following types of services or products:

- a) Construction contracts which are awarded or administered through City departments other than the Public Works Department;
- b) Medical, daycare, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
- c) Environmental consulting, engineering or related services or operations, including brownfields redevelopment;
- d) Custom manufactured products;
- e) Products or services involving firearms, tobacco, alcohol, or controlled substances;
- f) Marine-related products or services;
- g) Aircraft-related products or services; or
- h) Any unusual or high-risk activities, operations or products.

E. INDEMNITY

- (2) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (3) 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.
- (4) If a court 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 (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

CONTRACT – GENERAL CONDITIONS

- (5) The provisions of this Section shall survive the expiration or termination of this contract.

- F. 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.

SCOPE OF WORK

The City of Long Beach (City), Long Beach Police Department (LBPD) is soliciting bids to furnish, deliver and install a new Range Targeting System. The City desires a "turn-key" system with a one-year unlimited warranty. The Range Targeting System use will provide multiple firearms qualification options and tactical firearms training scenarios for Law Enforcement personnel. This will allow firearms trainers, range masters and tactical operators the ability to provide general and specific firearms training scenarios to all levels of Law Enforcement personnel.

The City's shooting range is located within the Police Academy grounds located at 7290 Carson Blvd. The range is utilized by the LBPD as well other outside law enforcement agencies. The facilities are used primarily to train police recruits, provide Advanced Officer Training Courses, and for annual firearms qualification for existing officers. The range serves up to 1,500 shooters per quarter. The shooting range is divided into three training areas. An aerial photograph, showing the three ranges, is provided in Attachment A. Range One is primarily used for qualification shooting. Ranges Two and Three are used for scenario shooting, combat shooting, SWAT training and by outside agencies. Range One accommodates two Police pistol competitions per year and Range Three hosts an M4 rifle school twice a year.

The current range targeting system was installed over 30 years ago and is in severe need of replacement. The new system will included fixed position rotating targets, a "running man" targeting system, and portable hit-counting targets. The portable targets must be able to operate on battery power, in order to support occasional off-site training.

The City is inviting bids for two separate levels of range system functionality. The primary difference is whether Range Two will have only a 90° rotation functionality for its fixed position rotating targets or if it will have both 90° and 180° rotating functionality. The exact requirements are in the bid section of this document. The City expects to award the bid for the highest-level of functionality available, subject to funding restraints.

BID TIMELINE

Bid release date: March 18, 2014
Optional Vendor Walk-through March 20 – April 3, 2014
(By Appointment Only, Contact Range Master, Sgt. Nydell at (562) 570-1129)
Bid due date: April 10, 2014 by 11:00 AM PT

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

BID SUBMISSION INSTRUCTIONS

Bidders are recommended to visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the below check listed items with their bids will be deemed unresponsive and their bids will be rejected.

- Reference List
- W-9 Form
- Equal Benefits Ordinance Disclosure Form
- Insurance Requirements Form

Vendors shall submit one (1) original of the bid marked "ORIGINAL", four (4) copies marked "COPY", and one digital copy on flashdrive or disk. All of these items shall be included in a sealed envelope and addressed to:

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-14-072 Range Targeting System

Bids must be received by 11:00 AM PT, April 10, 2014. 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.

ADDENDUM

Bidders shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include addendums incorporated into this bid.

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 quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid. 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.

EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance shall apply to this bid. Please see **Attachment**. Please visit the City's website of http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is not applicable for contracts under \$100,000.

VENDOR CONTACT INFORMATION:

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name). Please print legibly.

Contact Name: DAVE TOMCZYK
Direct Phone: 651-353-3719 Cell Phone: 651-353-3719
Email: dst2959@gmail.com Fax: 320-358-3719

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 Relations 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 Relations 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 Relations 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 Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations 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 Relations 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.

RANGE TARGETING SYSTEM SPECIFICATIONS

General System Requirements		
DESCRIPTION	COMPLY Y/N	COMMENTS AND EXCEPTIONS
Vendor will furnish, deliver, and install all system components, providing the City with a "turn-key" Range Targeting System	Y	
Vendor maintains all City of Long Beach insurance requirements, per Administrative Regulation 8-27	Y	
Vendor must have the system functional within sixty (60) days of receipt of a Purchase Order	Y	We will coordinate with your range personnel to do a timely install
Supplier has a minimum of five (5) years of experience specifically dealing with law enforcement tactical-qualification systems	Y	
Supplier shall design the layout of the equipment to meet the operational requirements of the LBPD Pistol Range, while best utilizing the available space. Supplier will submit basic drawings with their bid to show the layout and location of equipment	Y	
All three ranges will operate on one air source	Y	
No wood construction will be used in construction or target stands	Y	
Comprehensive system training provided to a minimum of three (3) range staff members at no cost to the City. Training will include, but not be limited to; Basic maintenance and troubleshooting skills Familiarization with software, controls, and system components, as applicable	Y	
Routine system maintenance and repair can be completed with basic hand tools and supplies obtained at a typical hardware store	Y	
Range targeting system will include a one-year unlimited warranty, vendor may provide an itemized cost of an extended warranty in the Bid Section	→	SEE ATTACHED WARRANTY PAGE AND OPTIONS

Pneumatic Rotating Targets		
DESCRIPTION	COMPLY Y/N	COMMENTS AND EXCEPTIONS
90 and 180 degree turning capability or only 90 degree turning capability in Range Two, depending on the functionality option the vendor is proposing	Y	
Hit sensing Capability	Y	NOTE SEPARATE BID SHEETS FOR TURNING SYSTEMS WITH/without HITS.
Targets operate independently or in unison	Y	
Targets operate from a hard wired electronic base and/or a remote electronic handheld device or computer	Y	
Target actuator shall be self-armored against handgun rounds with easily mounted additional protection for high velocity ammunition	Y	
All steel construction	Y	
Easy access to actuator for service and power supply	Y	
Waterproof and able to withstand constant outdoor exposure	Y	
Adjustable turning speed control between 0.1 and 5 seconds	Y	
Only one air port per target	Y	
Able to turn any standard law enforcement target attachment	Y	PAPER, CARDBOARD, PLASTIC, Fiberboard
Targets are ground mounted and have quick change capability	Y	

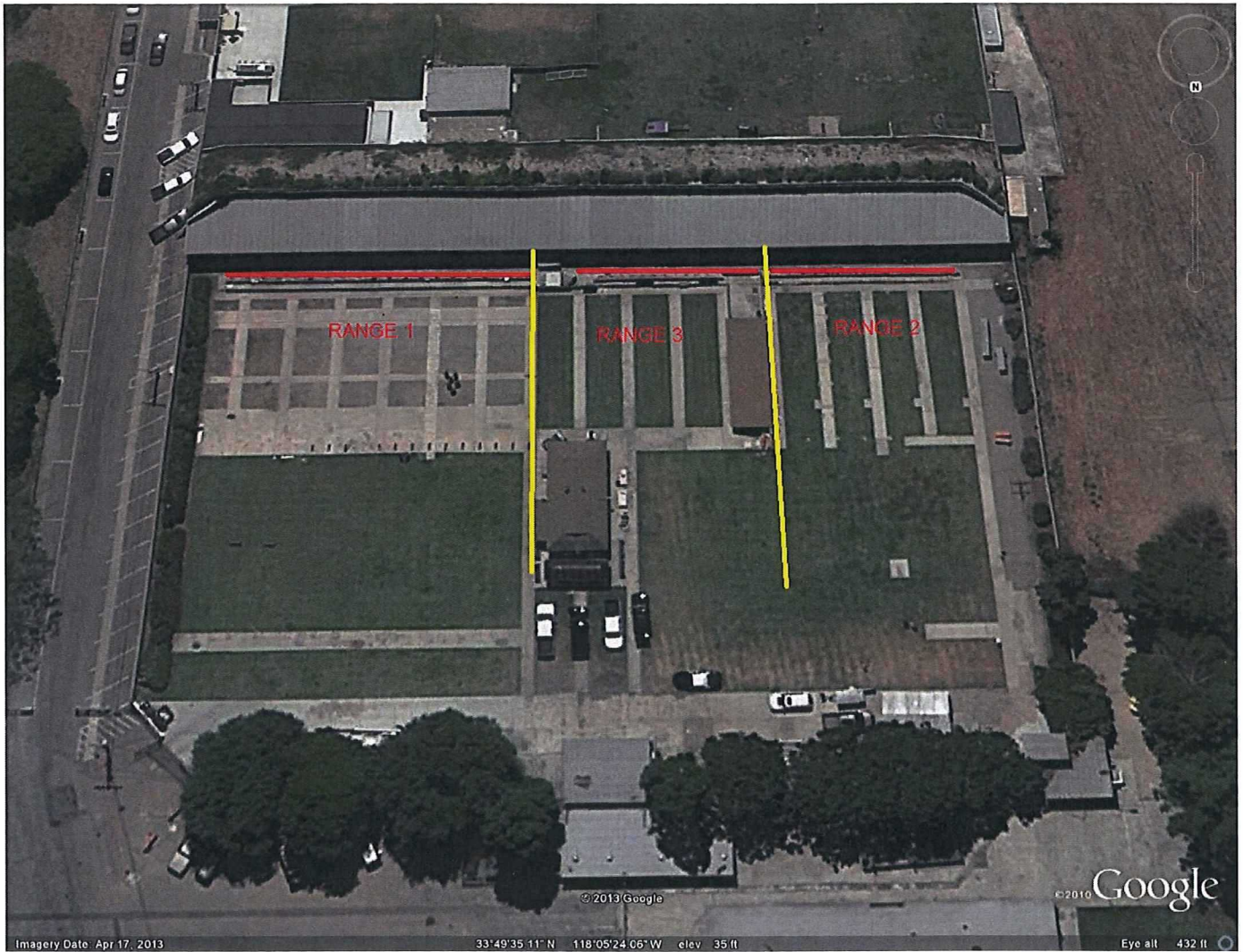
Independent Moving "Running Man" Target System		
DESCRIPTION	COMPLY Y/N	COMMENTS AND EXCEPTIONS
Permanently mounted behind Pneumatic Rotating Targets	Y	
Targets will run the width of their respective range	Y	
Two targets per range with independent speed control	Y	
Targets will work independently	Y	
Installed sensor at each end to auto stop the target	Y	
System shall work off both AC power with wired (100' of wire) and report wireless control	Y	AC Powered units, wireless hand-held controls.
Able to turn any standard law enforcement target attachment HOLD	Y	
Targets are ground mounted and have quick change capability	Y	
No wood needed for construction or target stands	Y	
Operates without interfering with the Rotating Targets	Y	

Portable Hit Counting Targets		
DESCRIPTION	COMPLY Y/N	COMMENTS AND EXCEPTIONS
Targets will be controlled wirelessly	Y	
Electronic hit counting capability	Y	
Pop-up capability	Y	
0, 90, and 180 degree turning capability	Y	
Remote control with a minimum 150 meter range on a 928 MHZ spread spectrum frequency hopping wireless system	Y	
Auto reset capability for all targets	Y	
Steel protection barrier for low and high velocity ammunition	Y	
Battery powered with a minimum of 8 hrs of operating capability on a full charge/new batteries	Y	

BID SECTION

Delivery and Installation	
Specify days required, upon receipt of a Purchase Order to deliver, install and have the Range Targeting system functional. Note: More than sixty (60) days may be rejected as non-responsive.	60 DAYS
Cost, if any, to comply with Long Beach insurance requirements, per Administrative Regulation 8-27 and general contract condition #30	
Range One	
Twenty (20) Position - Pneumatic Rotating Targets, with 90 & 180 degree turning capability	\$ 61,380.00
Twenty (20) Position - "Running Man" Target System	\$ 14,600.00
Range Two	
Option #1: Fifteen (15) Position - Pneumatic Rotating Targets, with 90 & 180 degree turning capability	\$ 40,565.00
Option #2: Fifteen (15) Position - Pneumatic Rotating Targets, with only 90 degree turning capability	\$ -0-
Fifteen (15) Position - "Running Man" Target System	\$ 13,440.00
Range Three	
Ten (10) Position - Pneumatic Rotating Targets, with 90 & 180 degree turning capability	\$ 31,245.00
Ten (10) Position - "Running Man" Target System	\$ 13,440.00
Portable Hit Count Targets	
Eight (8) wireless hit-counting portable electronic targets	\$ WITH BARRIERS 35,760.00
Optional Additional Items	
Extended Warranty, beyond one (1) year	
One (1) Additional Year	\$ 8,500.00
Two (2) Additional Years	\$ 16,500.00
Three (3) Additional Years	\$ 24,500.00
Charge for onsite maintenance and repair outside of first-year unlimited warranty. (Indicate if the charge is per hour, per call, etc.)	\$ 2,200.00 per call plus \$ 750.00/day on-site plus parts

Attachment A: Range Aerial Photograph





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

Reference Information Form

Client/Contractor Name GAINESVILLE Police Dept

Project Manager/Contact Name Jay Parrish E-mail _____ Ph. No. 770-538-2442

Address GAINESVILLE, GA

Project Description Flexi Targets / PTX controls.

Project Dates (Start and End) _____

Technical Environment OUTDOOR Range

Contract Term(s) N30 Contract Amount \$ 50K.

Client/Contractor Name Anderson County Sheriff

Project Manager/Contact Name Mark Durew E-mail _____ Ph. No. 763-454-4554

Address ANDOVER, MN

Project Description Flexi Targets, Running Man, PT61B Targets

Project Dates (Start and End) 6/2013

Technical Environment OUTDOOR / TRAINING Range

Contract Term(s) N.30 Contract Amount \$300K

Client/Contractor Name PMTR543

Project Manager/Contact Name Dwight HALL E-mail _____ Ph. No. _____

Address CAMP PENDLETON, CA or Miramar CA

Project Description Flexi Systems

Project Dates (Start and End) 10/2012 + 3/2012

Technical Environment USMC TRNG Range - OUTDOOR

Contract Term(s) N30 Contract Amount \$74K + \$75K



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
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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. Failure to submit this proof will 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 much 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 of 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:
 - 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



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- 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.
- 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: EVARIST J SCHNEIDER Title: COO/CFO

Signature:  Date: 4-3-2014

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, member ship 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 if 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.

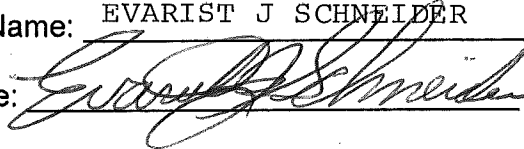
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 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 that 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: EVARIST J SCHNEIDER Title: COO/CFO
Signature:  Date: 4-3-2014
Business Entity Name: ADVANCED TRAINING SYSTEMS, INC

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: ADVANCED TRAINING SYSTEMS, INC. Federal Tax ID No. [REDACTED]
Address: 4524 HIGHWAY 61 NORTH
City: ST PAUL State: MN ZIP: 55110
Contact Person: EVARIST J SCHNEIDDER Telephone: 651-429-8091
Email: info@atsusa.biz Fax: 651-429-8702

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No *NONE IN CA*
- 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.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ 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

_____ 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

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION


At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 3 day of APRIL, 2014, at ST PAUL MN

Name EVARIST J SCHNEIDER

Signature 

Title COO/CFO

Federal Tax ID No. 

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) ADVANCED TRAINING SYSTEMS, INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> 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.) 4524 HIGHWAY 61 NORTH City, state, and ZIP code ST. PAUL, MINNESOTA 55110	Requester's name and address (optional)
List account number(s) here (optional)		

Part I 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 3. 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 ▶ 	Date ▶ 4/3/14
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. 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

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

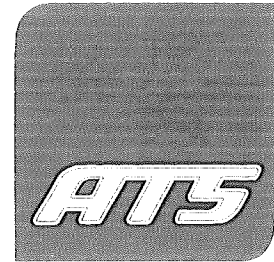
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 1446 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 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 1446 withholding on your share of partnership income.

ADVANCED TRAINING SYSTEMS



4524 Highway 61 North / Saint Paul, Minnesota 55110 / Tel. 651-429-8091 / Fax 651-429-8702

E-Mail: info@atsusa.biz • Website: www.atsusa.biz

QUOTATION

WARRANTY OPTIONS:

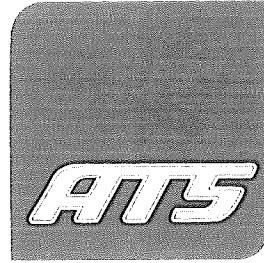
NOTE: Advanced Training Systems "Standard Warranty" attached. This Standard Warranty does not cover any on-site maintenance or repairs. Any on-site repairs or maintenance required is billed as a trip charge of \$2200.00 plus the actual time the technician spends on site at the rate of \$750 per day, plus any repair parts needed. If you are within the "Standard Warranty" period, parts will be included at no charge. Our Standard Warranty covers repairs of equipment sent back to our facility during the Warranty period. (see Standard Warranty for specific details and procedures.

We do not offer a free "Unlimited" warranty, as it would be impossible to predict typical maintenance needed at your particular facility with the expense of travel and technician time. Rather than factor in a large number to cover "possible" expenses which you would end up paying for up front, we feel it is more fair to keep our initial prices low, include the "Standard Warranty" and give you the option of paying for on site maintenance when you really need it. That way you are never paying for something you don't actually need or use.

You'll note I included on page 19 the additional costs to extend our Standard Warranty for and additional 1,2 or 3 years.

We do offer lifetime phone and technical support for your range equipment. We have been around over 40 years and continue to support all our customers as needed.

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STANDARD WARRANTY

ADVANCED TRAINING SYSTEMS, INC., guarantees each new **ADVANCED TRAINING SYSTEMS, INC.**, Product and each **ADVANCED TRAINING SYSTEMS, INC.**, Part to be free from defect in workmanship and material.

ADVANCED TRAINING SYSTEMS, INC.'s, obligation under this warranty is limited to making good at the **ADVANCED TRAINING SYSTEMS, INC.**, factory any Part or Parts of the Product, which, within 12 months from the date of shipment, shall be returned to the **ADVANCED TRAINING SYSTEMS, INC.**, factory with transportation charges prepaid, and, which, on examination, shall be found to have been defective.

This warranty shall not apply to any **ADVANCED TRAINING SYSTEMS, INC.**, Product or Part which shall have been repaired or altered outside of the **ADVANCED TRAINING SYSTEMS, INC.**, factory, nor which has been subject to misuse, negligence or accident, nor which has had the serial number or name plate altered, defaced, or removed. Neither shall this warranty apply to any **ADVANCED TRAINING SYSTEMS, INC.**, Product in which other than **ADVANCED TRAINING SYSTEMS, INC.**, Parts have been used.

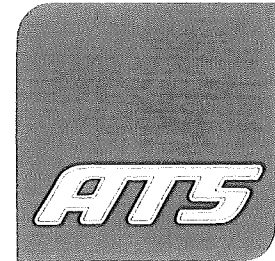
ADVANCED TRAINING SYSTEMS, INC., will assume no responsibility for loss of time or labor necessary for **ADVANCED TRAINING SYSTEMS, INC.**, Product operation.

This warranty is expressly in lieu of all other warranties, expressed, or implied, and **ADVANCED TRAINING SYSTEMS, INC.**, neither assumes nor authorizes any representative or other person to assume for **ADVANCED TRAINING SYSTEMS, INC.**, any other liability in connection with the sale of **ADVANCED TRAINING SYSTEMS, INC.**, Products or **ADVANCED TRAINING SYSTEMS, INC.**, Parts.

REPAIR AND RETURN INFORMATION:

Advanced Training Systems, Inc.
4524 Highway 61 North
St. Paul, MN 55110
Telephone: 651-429-8091
Fax: 651-429-8702

ADVANCED TRAINING SYSTEMS



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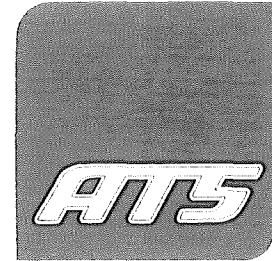
Vendor Introduction/Qualifications

Advanced Training Systems, Inc.(ATS) has been in business for 40 years, the oldest target system manufacturer in America. As such, we have unique, time tested methods for target training systems. ATS is centrally located in the Twin Cities, Minnesota with annual sales exceeding 2 million. In the past 40 years ATS has maintained decades long relationships with Law Enforcement and Military.

ATS has experience with all branches of the US Military, Police Departments and Sheriff's Departments Nationwide, DOE Security Forces at Nuclear and Weapons Grade Enrichment Sites, US Marshals Service, Immigration Services, FBI and CIA Training Sites and the National Petroleum Reserve Protection Force to name a few. In addition to this, Advanced Training Systems has been chosen for both the RTS I and RTS II contracts which are for the US Marine Corps Range Training Systems partnering with SAAB Aerospace on RTS I and General Dynamics on RTS II. These contracts are for the engineering, design, development, integration and installation of training equipment on Marine Corps Training Ranges worldwide.

ATS has developed numerous unique systems over the years, including the first multi-function portable tactical target system with hit sensing (PT61B) and pioneering the use of vulcanized ballistic rubber over armor plate steel in live fire shoothouses which has become the standard for US Military. In addition, ATS has the only standard wireless control system with frequency control approved for all US Military installations worldwide. The development of our systems to Military standards assures you long term value and that the best technology has been used in all your ATS designed equipment. With 40 years of service and experience, ATS can implement your project in a timely, successful manner. ATS systems meet or exceed all the current standard training requirements for both Law Enforcement and the US Military. The FLEXI actuator platforms quoted for your project have been a standard for Law Enforcement and Military for over 20 years providing rugged, low maintenance operation around the country. In addition, the Running Man Systems and Portable Tactical Systems presented have more than 15 years of proven performance and reliability. ATS is known in the industry as an innovator and leader in quality and customer service. I encourage you to speak to some of the users who have had experience with ATS, I have provided some references for your convenience.

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Detailed Response to Product Features and Services, Scope of Service

ATS equipment will meet or exceed all the current standard training requirements for both Law Enforcement and Military and will adapt to future expansion without the need to change the controls or major infrastructure.

Specifically for you I propose the following:

- We will install new FLEXI actuators, stand assemblies, target holders, related infrastructure including assistance with your new air compressor system connections and implementing new computer control and wireless handheld operation systems.
- We will install Dual Running Man systems on each range that include the installation of the rails system and all needed components. We will include wireless controls for each Running Man system.
- We will set up the wireless tactical electric PT61B target systems and controllers.

Turning Target Bases/Actuators

- We will supply and install Flexi Pneumatic turning target actuators on each of the three ranges. These are the basic standard for qualification training Nationwide. The actuators are rugged and strong designed to be in service for years with very little maintenance. The Flexi Actuators are designed with self lubricating bearings and life time lubricated cylinders and valves designed to eliminate routine maintenance. In addition, the actuator frames and components are all made with high quality steel that is UV resistant powder coated to allow long term outdoor exposure. Each actuator can be operated independently or in any combination with the other actuators via the interface for the control system. We will install them with concrete anchors to your concrete pad at intervals along your existing target line.
- We will supply target holders that hold standard target backers (cardboard or plastic) up to 24" wide. The holders will eliminate ricochet hazards and maintenance because they require no side supports or upper attachments; they hold the targets along the bottom edge only.

(2)

Running Man System

-We will supply and install Running Man Systems on your range in accordance with your descriptions. The Running Man Systems (T21B) are designed to be left out in the elements in weather extremes. T21B systems will be wireless controlled and capable of operating on 16 different channels that you select to assure no interference with adjacent ranges. The T21B controller is independent of the turning target controller which allows simultaneous "random" operation of the Running Man with or without the turning targets in operation.

The systems are standard with electronic end of track sensors which safely stop the carriage(s) at either end of the track. This gives a smoother controlled stop than "hard" stop systems. The system does have a final hard stop which would come into play if ever the electronic sensors would fail. The T21B Running Man can be infinitely adjusted for speed from 0 to 12 mph with the speed dial on the controller. The speed can be changed even while it's "running" to simulate targets going from "walk" to "run" or sudden stop. The T21B can also change directions instantly with the direction switch on the controller. The direction can also be changed "on the fly" to simulate sudden direction changes by a target. The system can accommodate targets from 18' to 36" wide. The T21B comes with a power pack that plugs directly into a standard 120 VAC outlet.

Wireless Target Control Units

-I propose an FCC approved true digital spread spectrum, signal hopping wireless system. Unlike our competitors, our control system is a true wireless system, not an "add on" garage door opener style over ride or cordless phone control like others use. This system was designed from the ground up as a target range control system, consequently it has features you won't find anywhere else. Our portable handheld controller is the PTX200. The controller is fully programmable for up to six functions for each target; "edge" to "face-foe", "edge" to "face-friend", "pop-up", "pop-down", "edge to pop-up or down", "foe to pop-up or down" or "friend to pop-up or down". No one else has target systems capable of those motions, let alone the controls to run them. In addition the PTX200 can program hit sensing and hit counting. The PTX200 is capable of controlling up to 200 individual targets, each with its own commands, simultaneously! The PTX200 has its own microprocessor so it does not have to be linked to any other computer or control system to function. It is a complete "stand alone" controller capable of running programs, running all targets at once or individual control of single targets and can hold up to 10 programs within its own memory and download/upload programs from a computer for "unlimited" capacity. The PTX does not limit you to generic pre-programmed courses of fire, but allows complete flexibility to create exactly the course of fire you need.

Your PTX200 comes standard with back light for night training and 300 meter range which should ensure coverage anywhere on your range, even through walls! PTX200's have full sized keys labeled clearly to permit easy operation, even with gloves on. The PTX200 is a weatherproof design which can be used outdoors in all weather

(3)

extremes. Since you're an agency that "shares" your range with other outside groups you can ask them to purchase their own PTX200 controller. That way that agency will have their own courses of fire programmed in the memory and be ready to go when they arrive....it also "protects" your controllers from possible abuse by outside agencies that may not appreciate the investment you've made. It gives the other agencies a sense of ownership and generally increases the overall care in the facility. This is a common practice with other ranges we support and it works out well.

Software, Modem and Computer Options

Along with the PTX200 controller, we will include ATS "UTC" range control computer software capable of programming an unlimited number of different target configurations with up to 200 individual targets. Our software is very user friendly, and comes standard with 6 motion programming capability mentioned earlier. All axis functions (not just exposure times) can be set for precise timing, with a simple mouse click. Once the program is made the operator can save it to the computer/disc/flash drive just like a typical Windows file. The operator can also download it into the PTX200 controller directly with a supplied download cable. Once the program is downloaded (you can download up to 10 different programs into the PTX200 at a time), you disconnect the download cable and the PTX200 is ready to go out and operate the systems.

In addition, the UTC software will also be used in the laptop computer to run your range right from the laptop instead of using a PTX200 controller. In order to do this you simply need to plug our wireless modem into a USB port and your laptop becomes a controller. This is commonly used when ranges have a central control tower that they wish to use as the operation point for the range, such as on your range.

With the PTX200, UTC software, modem and your computer, you will have the capability to program all your scenarios and download between the PTX and computer or run right from the computer itself. The software comes on a standard CD and has autoloader features that make set-up fast and easy. We will include a software "site" license that allows you to load as many computers as you'd like with the software. This is a huge advantage as each range master can have a copy in his/her computer to create/review programs at any time-not just at the range. You can even allow other agency range masters that use your range to use your copy so that they can create their own custom scenarios and download them into their own PTX200, or your PTX200 at the range. The software has full color "real time" graphics so you can see exactly what the program will do "off site" before you run it at the range.

Target Control Receiver

The PTX200 controllers and the laptop modem communicate with the UTC40 or UTC15 wireless receivers which are located at the target line. The UTC receiver has a built in power supply and radio receiver module which can be locked into multiple radio frequencies to permit reliable operation without any interference from other ranges or stray RF. The UTC is housed in a NEMA enclosure suitable for permanent placement

(4)

outdoors. It is powered by a standard 120 VAC plug-in outlet. The UTC is equipped with lightning suppression technology to protect the electronics from static voltage surges.

Vendor Services

Included in our installation prices are all the related construction items needed to completely install all the equipment to Law Enforcement Training Standards. We include maintenance, operation and programming training for your staff once the systems are completed and operational. Typically for the scope of equipment your considering it would be about a 3-4 hour training session. Operation, programming, maintenance and spare parts manuals are provided at the training session. We provide free phone support for the life of your system with a cell phone number to a technician for immediate access daily.

Warranty and Maintenance

That is covered in detail in the proposal.

PT61B Electric Wireless Tactical Targets

The PT61B is a self contained (rechargeable battery inside) moveable "portable" target that can be set in place for a scenario, then moved to "change up" the situation for the next training session. The PT61B can be used with the same PTX200 controller used with the turning system. The PT61B can pop-up/pop-down, edge/face, friend or foe all in a completely portable, self contained electric target. You can also take these to remote locations, shoot houses or other ranges for specialized SWAT and tactical training. The PT61B responds to live fire or SIMS such as paintball, marker or airsoft rounds. The PT's come standard with hit sensing and hit counting that the operator sets. You determine how many shots the target takes before it responds! And again, you can run a mix of the PT's and FLEXI targets all from the PTX200 at the same time! This would be a huge advantage with your range area, you can set-up "Hogan's alleys" and changeable tactical courses anywhere on your range. You'd be able to add the PT61B in between target systems to add an element of surprise to the trainee's at the standard ranges. You can use the PT61B behind objects such as squad cars, mailboxes or facades on your tactical rifle range to add a whole new level of threat identification training with good guy and bad guy presentations. I included individual chargers for each system in the quote. I also included options for low velocity and high velocity barriers for the PT61B's. These need to be used in live fire situations when you don't have a suitable ballistic barrier to hide the PT61B behind. See the DVD for examples of the barriers.

You will note that I quoted hit sensing options for the FLEXI targets as well. Those quotes are separate to show the difference in cost for the hit sensing options on your static turning target ranges.

(5)

I appreciate you taking the time to review this information and allow me to elaborate on our philosophy and industry leading technology. I'm sure you realize this is an investment that merits the time and consideration of the **best overall long-term value**, rather than the cheapest immediate solution. You will be living with this range for a long time; I sure you realize that the cheapest equipment is not the best equipment. We don't play games with prices and "special programs"; we simply offer the highest quality, most technologically advanced systems at a fair price, period.

Our aim is to best serve with long term value, rather than simply offer a inexpensive, minimal system "to get an order" that will have to be replaced in a few years. (Believe me; we replace a lot of those systems!) I trust that by taking all these things into consideration, you will be convinced, that our philosophy and equipment will be the best for the Long Beach Police Department. I would be privileged to earn your trust and would look forward to working with you on this project. Should you have any questions about our equipment or proposal, please do not hesitate to call me direct at 651-353-3719. I will work hand in hand with you during the entire process to ensure a smooth installation.

I appreciate this opportunity!

Sincerely,

Dave Tomczyk
Project Manager/ Engineer
DIRECT CELL 651-353-3719