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CONTRACT

35064

THIS CONTRACT is made and entered, in duplicate, as of August 8, 2018 for reference purposes only, pursuant to Resolution No. RES-18-0116, adopted by the City Council of the City of Long Beach at its meeting on August 7, 2018, by and between DOOLEY ENTERPRISES, INC., a California corporation ("Contractor"), with a place of business at 1198 N. GROVE ST., ANAHEIM, CA 92806, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desire to purchase Winchester ammunition; and

WHEREAS, City did by Resolution No. RES-18-0116 determine that the City's need to purchase Winchester ammunition could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase Winchester ammunition, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. Contractor shall sell, furnish and deliver to City Winchester ammunition, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-18-0116.
- 2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for Winchester ammunition, the prices shown in Exhibit "A", an annual amount not to exceed Four Hundred Thousand Dollars (\$400,000).
- 3. The term of this Contract shall commence on October 1, 2018, and shall terminate at midnight on October 1, 2020, with the option to renew for three (3) additional one (1) year periods, unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

- 4. Neither this Contract nor any of the moneys that may become due to Contractor hereunder may be assigned without the prior written consent of City.
- 5. Any notices required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class postage prepaid, addressed to Contractor at the address stated herein, and to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail, whichever first occurs.
- 6. City shall have the benefit of any warranty from the manufacturer on the Winchester ammunition, and Contractor warrants that the Winchester ammunition are in good working order and free from defect at the time of delivery.

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III

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

IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

ormalities required by law as of the date first stated above.				
	DOOLEY ENTERPRISES, INC., a California corporation			
September 12th, 2018	Name Chas Dooley Title Vice President			
9-12-18,2018	By Name Art Jooly			
Tom Modica	Name My Vooly Title Secratory			
Assistant City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER	"Contractor"			
	CITY OF LONG BEACH, a municipa corporation			
Sept. 28, 2018	By Blll			
, 2010	City Manager			
	"City"			
This Contract is approved as to				

CHARLES PARKIN, City Attorney

Deputy

EXHIBIT "A"

QUOTE #: 010567 DE #000399 A 80

Price Quote

QUOTE DATE: **08/17/2018**

To:

LONG BEACH POLICE DEPT.

CHRIS MARTIN/SEAN O'ROURKE

7290 E CARSON STREET

 LONG BEACH
 CA
 90808

 PHONE: (562) 570-1129
 FAX: (562) 570-1159

DISTRIBUTOR
1198 N. Grove St., Suite A
Anaheim, CA 92806
714.630.6436
Fax. 714.630.3910
www.dooleyenterprises.com
Isnait annow doeleyenterprises.com

Here are the requested prices:

ALL PRICES PER THOUSAND ROUNDS

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
			\$0.00	\$0.00
0.000	USA9MM1	9mm 147gr, Full Metal Jacket - Flat Nose	\$213.00	\$0.00
	RA9T	9mm 147gr. Ranger T-Series JHP	\$274.00	\$0.00
RA40 Q417 RA45 Q417 RA223BS RA45S RA223S Q420 RA45 Q313	Q4238	40 S&W 180gr. Full Metal Jacket	\$243.00	\$0.00
	RA40T	40 S&W 180gr. Ranger T-Series JHP	\$287.00	\$0.00
	Q4170	45 Auto 230gr. Full Metal Jacket	\$262.00	\$0.00
	RA45T	45 Auto 230gr, Ranger T-Series JHP	\$367.00	\$0.00
	Q4171	38 Sp 130gr. Full Metal Jacket	\$277.00	\$0.00
	RA223BSTAY	223 55 gr Ranger Supreme Ballistic Silvertip	\$653.00	\$0.00
	RA45SF	45 AUTO+P 175 gr. Sinterfire Frangible SF™	\$539.00	\$0.00
	RA223SFY	223 55 gr Sinterfire Frangible SF™	\$596.00	\$0.00
	Q4206	380 Auto 95gr. Full Metal Jacket	\$276.00	\$0.00
	RA45B	45 Auto 230gr. Ranger Bonded JHP	\$411.00	\$0.00
	Q3131	5.56mm 55 gr. Full Metal Jacket	\$314.00	\$0.00
	RA380T	380 Auto 95gr. Ranger T-Series JHP	\$439.00	\$0.00

NOTES:

CHRIS,

SEE ABOVE FOR UPDATED PRICES PER THOUSAND. LET ME KNOW IF YOU'D LIKE ME TO ADD ANY PRICES, AND REVISE AND SEND YOU A NEW PRICE LIST.

THESE PRICES ARE GOOD THROUGH AUGUST 15TH, 2019.

LET ME KNOW IF YOU HAVE QUESTIONS.

CHRIS

SUBTOTAL:

\$0.00

TAX RATE: 10.250%

T.

TAX*: \$0.00

SHIPPING:

\$0.00

TOTAL:

\$0.00

*IF YOU ARE IN CALIFORNIA OR WASHINGTON STATE, PLEASE ADD SALES TAX

******FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES******