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OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511

CONTRACT

36685

THIS CONTRACT is made and entered, in duplicate, as of September 14, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0127, adopted by the City Council of the City of Long Beach at its meeting on September 5, 2023, by and between DOOLEY ENTERPRISES, INC., a California corporation ("Seller"), with a place of business at 1198 North Grove St., Suite A, Anaheim, California 92806, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desires to purchase ammunition manufactured by Winchester; and

WHEREAS, City did by Resolution No. RES-23-0127 determine that the City's need to purchase Winchester ammunition could only be met by Seller 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-23-0127.
- City shall pay Seller in due course of payments, following receipt of an 2. invoice from Seller and upon acceptance from City, for the Winchester ammunition, the prices shown in Exhibit "A", a total annual amount not to exceed Two Hundred Eighty Five Thousand Dollars (\$285,000).
- The term of this Contract shall commence on October 1, 2023 and 3. shall terminate at midnight on September 30, 2028, and shall have the option to renew for three (3) additional one-year periods, unless sooner terminated as provided herein. Either the City or Contractor may terminate this Contract by giving thirty (30) days prior notice of

termination to the other Party.

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- 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 411 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 Seller warrants that the Winchester ammunition are in good working order and free from defect at the time of delivery.

13 III14 /// 15 III16 /// 17 ///18 $/\!/\!/$ 19 $/\!/\!/$ 20 /// 21 /// 22 ///23 III24 /// 25 III26 /// 27 /// 28 III OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511

1	IN WITNESS WHEREOF, the parties have signed this document with all the					
2	formalities required by law as of the date first stated above.					
3		DOOLEY ENTERPRISES, INC., California corporation				
5	October 5th, 2023	By Challes				
6		Name Chris Deoles Title Presidal / CEO				
7	0 ct obey 5 th, 2023	By Bown L.				
8		Name Burbara Sona Title Trasular JCFO				
9	EXECUTED PURSUANT	"Contractor"				
11	TO SECTION 301 OF THE CITY CHARTER.	CITY OF LONG BEACH, a municipal corporation				
12	October 10, 2023	• • • • • • • • • • • • • • • • • • • •				
13	, 2023	By Sinda J. Jakens City Manager				
14	,	"City"				
15	This Contract is approved as t	o form on <u>6 ح</u> . 10 , , 2023.				
16	1					
17		DAWN MCINTOSH, City Attorney				
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19		Deputy				
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EXHIBIT "A"

10/01/23 - 09/30/24

Long Beach, California

Fixed Term Pricing



(prices will vary annually based on manufacturer rates)

1198 N Grove St, Ste A Anaheim, CA 92806 Ph: (714) 630-6436 Fax: (714) 630-3910 ammo@dooleyenterprises.com



PRICES

			RDS/	raices	
ITEM #	PRODUCT #	PRODUCT DESCRIPTION	CS	PER CASE	PER 1000
1	USA9MM1	9mm 147gr. Full Metal Jacket - Flat Nose	500	\$137.00	\$274.00
2	RA9T	9mm 147gr. Ranger T-Series JHP	500	\$175.50	\$351.00
3	Q4238	40 S&W 180gr. Full Metal Jacket	500	\$147.50	\$295.00
4	RA40T	40 S&W 180gr. Ranger T-Series JHP	500	\$193.50	\$387.00
5	Q4170	45 Auto 230gr. Full Metal Jacket	500	\$164.50	\$329.00
6	RA45T	45 Auto 230gr. Ranger T-Series JHP	500	\$227.00	\$454.00
7	Q4171	38 Sp 130gr. Full Metal Jacket	500	\$167.00	\$334.00
8	RA223BSTAY	223 55 gr Ranger Supreme Ballistic Silvertip	1000	\$846.00	\$846.00
9	RA45SF	45 AUTO+P 175 gr. Sinterfire Frangible SF™	500	\$363.50	\$727.00
10	RA223SFY	223 55 gr Sinterfire Frangible SF™	1000	\$823.00	\$823.00
11	Q4206	380 Auto 95gr. Full Metal Jacket	500	\$145.00	\$290.00
12	RA45B	45 Auto 230gr. Ranger Bonded JHP	500	\$265.50	\$531.00
13	Q3131K	5.56mm 55gr. Full Metal Jacket	1000	\$438.00	\$438.00
14	RA380T	380 Auto 95gr. Ranger T-Series JHP	500	\$227.00	\$454.00
15	Q4172	9mm 115gr. Full Metal Jacket	500	\$124.50	\$249.00
16	USA9MM	9mm 124gr. Full Metal Jacket	500	\$128.50	\$257.00
17	RA9SF	9mm 100gr. Sinterfire Frangible SF™	500	\$231.50	\$463.00
18	RA45B1	45 Auto 230gr. Ranger ONE Cavity-Filled Bonded	500	\$327.50	\$655.00
19	RA9B1	9mm 147gr. Ranger ONE Cavity-Filled Bonded	500	\$251.00	\$502.00
20	USA223R3	223 62gr. Full Metal Jacket	1000	\$558.00	\$558.00
21	USA223R1K	223 55gr. Full Metal Jacket	1000	\$438.00	\$438.00
22	RA40B1	40 S&W 180gr. Ranger ONE Cavity-Filled Bonded	500	\$284.00	\$568.00