



AGENDA REPORT

Meeting Date: July 7, 2009
Item Number: G-11
To: Honorable Mayor & City Council
From: David L. Snowden
Subject: **AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PRO FORCE LAW ENFORCEMENT FOR HANDGUN REPLACEMENT AND TRADE**
Attachments:

1. Agreement
2. Bid No. 09-32
3. Bid Winning Proposal

RECOMMENDATION

Staff recommends the awarding of Bid No. 09-32 to Pro Force Law Enforcement, the approval of an agreement with the City of Beverly Hills and Pro Force Law Enforcement for handgun replacement and trade, and the issuance of a purchase order to Pro Force Law Enforcement for \$80,179.46 for the trade-in and purchase of Police Department handguns and related equipment.

INTRODUCTION

In 2008, the Police Department established a committee to evaluate its handgun needs. The committee tested and evaluated numerous products from various manufacturers. Line-level personnel, supervisors, and managers also participated in comprehensive testing and provided their feedback to assist in the selection process. At the conclusion of the evaluation period, the committee recommended that the agency replace its current handguns with the Springfield Armory, XD45 .45 caliber semi-automatic handgun.

DISCUSSION

On April 1, 2009, the City released Bid #09-32 requesting sealed bid proposals to supply the Springfield Armory XD45 handguns and related equipment along with the trade-in of its Sig Sauer .40 and .45 caliber handguns. The bid specified that the department's existing handguns would be need to be accepted by the vendor and applied as "credit" toward the overall purchase of the new XD45's. The bid closed on May 14, 2009.

Although there were numerous inquiries into the project and staff contacted local vendors and gun dealers to advise them of the bid, Pro Force Law Enforcement was the only vendor that responded to the request for proposals.

FISCAL IMPACT

Funding for this purchase will be made out of the Police Department's equipment replacement fund (Fund 40). The total cost of the weapons and related equipment is \$130,034.01. This cost will be offset by the trade-in value of \$49,487.59 for the department's existing equipment. The net cost to the City is \$80,546.42.



Scott G. Miller, Director
Finance Approval



David L. Snowden, Chief of Police
Police Approval

Attachment 1

Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PRO FORCE LAW ENFORCEMENT FOR HANDGUN
REPLACEMENT AND TRADE

NAME OF VENDOR: Pro Force Law Enforcement

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Tim Mulder, President

VENDOR'S ADDRESS: 3009 N. Highway 89
Prescott, AZ 86301

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David L. Snowden, Chief of
Police

COMMENCEMENT DATE: Upon written notice to proceed

TERMINATION DATE: December 31, 2009

CONSIDERATION: \$80,546.42, more particularly described in
Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PRO FORCE LAW ENFORCEMENT FOR HANDGUN
REPLACEMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Pro Force Law Enforcement, (hereinafter called "VENDOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. VENDOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of VENDOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. VENDOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s).

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as

principal liaison between CITY and VENDOR. Designation of another Responsible by VENDOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 9. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, including completed operations, with minimum limits of Three Million Dollars (\$3,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(c) VENDOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(e) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at VENDOR's expense, the premium thereon.

(f) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written

notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by VENDOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement and in connection with the sale, purchase or trade of firearms, including, without limitation, pistols, holsters, magazines and magazine holsters.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide VENDOR with all pertinent data, documents, and other requested information as is available for the proper performance of VENDOR's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by VENDOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by VENDOR must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____, 200___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

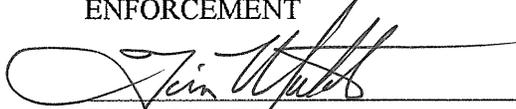
ATTEST

BYRON POPE
City Clerk

(SEAL)

[Signatures continue]

VENDOR: PRO FORCE LAW
ENFORCEMENT



TIM MULDER
President



LARRY MASSIMO
Vice President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

RODERICK J. WOOD, CCM
City Manager



DAVID L. SNOWDEN
Chief of Police



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

I. CITY shall purchase the following firearms and firearm related equipment:

	<u>Item</u>	<u>Quantity</u>	<u>Specs</u>
(a)	Duty Pistol	140	Springfield Armory XD45, 5" black tactical pistols, night sights, 3 high capacity magazines
(b)	Plain Clothes Pistols	49	Springfield Armory XD9645HCSP06, 4" compact black pistols with night sights, (1) 10-round
(c)	Duty Magazines	25	High capacity magazines for the Springfield XD45, 5" tactical pistol
(d)	Plain Clothes Magazines	25	10-round magazines for the Springfield XD9645HCSP06, 4" compact and (1) 13-round magazine
(e)	Duty Holster	140	Safariland, model 6280, for Springfield XD45, 5" with TRL Tactical Light, basket weave
(f)	Mag Pouch	140	Safariland 77 double mag pouch for Springfield XD 45
(g)	Weapon Light	140	Streamlight TLR-1 weapon light

II. Upon CITY's approval of the firearm purchase as described in paragraph III of this Exhibit, CITY shall trade the following weapons toward the purchase:

- 59 Sig Sauer, model P220, 45 caliber, without light rail, but including; night sights, black nitron finish and three (3) seven-round magazines each. All guns are in good condition and range from 4 to 8 years old. All are working with no missing parts. No CITY Police Department (the "Department") markings. The Department's Armorer has inspected the guns and deems them to be safe, functional and are currently being used as the issued Department weapon and spares.
- 83 Sig Sauer, model P229, 40 caliber, without light rail, but including; night sights, black nitron finish with three (3) 12-round magazines each. All guns are in good condition and are approximately 6 years old. All are working with no missing parts. No Department markings. The Department's Armorer has inspected the

guns and deems them to be safe, functional and are currently being used as the issued Department weapon and spares.

All leather gear for the above-mentioned weapons shall be included in the trade.

CITY hereby conveys the trade in weapons to VENDOR in "as-is" condition and disclaims any and all warranties as to the condition of the trade in weapons. VENDOR warrants and represents to CITY that it has inspected the trade in weapons, consulted with persons knowledgeable in proper operating conditions of the trade in weapons, and is fully apprised of the condition of the trade in weapons. VENDOR accepts the conveyance of the trade in weapons in the "as-is" condition.

In accepting the trade in weapons in its "as-is" condition, VENDOR, on behalf of itself and its successors and assigns, do fully and forever remise, release and discharge the CITY, its elected and appointed officials, employees and agents, from any and all causes of action, damages, claims, demands, torts, actions, suits, obligations, losses and liabilities of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, for any and all damages arising from the trade in weapons and the use or condition of the trade in weapons.

The parties hereto acknowledge that they are familiar with the provision of California Civil Code Section 1542, which is expressly understood by each party hereto to provide as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Fully aware of this Code Section, the parties expressly waive any and all rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

VENDOR represents that it is legally authorized to sell and transfer, and maintains the required local, state and federal licenses and/or permits to sell and transfer the trade in weapons. VENDOR also warrants that it shall comply with all local, state and federal laws and regulations in connection with the sale and transfer of the trade in weapons.

III. **Delivery schedule:**

(a) All of the newly purchased weapons and equipment shall be delivered by VENDOR to the Department for inspection and issuance. Upon completion of CITY's new weapons and equipment training and the mutually agreed upon sixty (60) day change-over period, CITY's Sig Sauer's will be boxed and made available for pick up or delivery at VENDOR's expense. VENDOR shall provide cases, protective wrap or covering for the Sig Sauer pistols to protect them from scratches or other cosmetic damages during shipping. This delivery shall not be more than sixty (60) days from the date of delivery of the new weapons to CITY unless manufacturer damage or malfunctions are discovered.

(b) During this sixty (60) day change-over period, Department reserves the right to cancel the order in its entirety and all monies shall be refunded in the event the Department finds unacceptable malfunctions during the training period. It is understood that the manufacturer warrants their product(s) and shall assume the liability during this transition period and during the prescribed time as stated in the manufacturer's product literature, attached at Attachment 1.

(c) Due to the scope of this transition (full agency firearm transition) and the obligation CITY has to protect its officers and police its citizens, CITY must maintain a reliable firearm solution during the transition period. Comprehensive testing and evaluation has been conducted by Department staff and as a result, the Springfield Armory was found to be the superior choice of handgun for CITY. However, until delivery, the Department must be assured that the performance expectations demonstrated during the trial and evaluation period are met with the same excellent performance standards at the time of delivery.

EXHIBIT B-1

SCHEDULE OF RATES

PURCHASES

<u>Item No</u>	<u>Qty</u>	<u>Description</u>	<u>Extended Price</u>
XD9624HCS P06	140	SPRINGFIELD XD 45 CAL, TACTICAL 5" BARREL, TRIJICON NIGHT SIGHTS W/XD GEAR @ \$478.98 EACH	\$ 67,057.20
XD9648HCS P06	49	SPRINGFIELD XD 45 CAL, COMPACT 4" BARREL, TRIJICON NIGHT SIGHTS W/XD GEAR @ \$456.49 EACH	\$ 22,368.01
XD4545	25	SPRINGFIELD XD 45 CAL 13-ROUND MAGAZINE @ \$18.28 EACH	\$ 457.00
XD4501	25	SPRINGFIELD XD 45 CAL COMPACT 10- ROUND MAGAZINE @ \$18.28 EACH	\$ 457.00
6280-14921- 81/82	140	SAFARILAND 6280 LEVEL II RETENTION MID RIDE HOLSTER FOR SPRINGFIELD XD 45M, 5" BARREL W/TLR-1 LIGHT @ \$88.88 EACH	\$ 12,443.20
77-94-HS	140	SAFARILAND 77 DOUBLE MAG POUCH FOR SPRINGFIELD XD 45 @ \$22.63 EACH	\$ 3,168.20
69110	140	STREAMLIGHT TLR-1 WEAPON LIGHT @ \$89.51 EACH	\$ 12,531.40
		Subtotal	\$118,482.01
		Applicable CA sales tax @ 9.75%	\$11,552.00
		TOTAL	\$130,034.01

TRADE

<u>Item No</u>	<u>Qty</u>	<u>Description</u>	<u>Extended Price</u>
P220	59	SIG SAUER P220 45 CAL, NO RAIL, NIGHT SIGHTS W/3 7-ROUND MAGAZINES @ \$312.40 EACH	\$18,431.60
P229	83	SIG SAUER P229 40S&W, NO RAIL, NIGHT SIGHTS W/3 12-ROUND MAGAZINES @ \$321.20 EACH	\$26,659.60
		Subtotal	\$45,091.20
		Applicable CA sales tax @ 9.75%	\$ 4,396.39
		TOTAL	\$49,487.59
		Purchases Total	\$130,034.01
		Less Trade Total	\$ 49,487.59
		GRAND TOTAL:	\$ 80,546.42

EXHIBIT B-2

SCHEDULE OF PAYMENT

VENDOR shall submit an itemized statement to CITY upon CITY's approval of the newly acquired weapons and related equipment as described in Exhibit A. The invoice shall include documentation setting forth in detail a description of the weapons and equipment purchased by CITY. Upon VENDOR's pick up and inspection of the traded in weapons and equipment described in Exhibit A, VENDOR shall submit a second itemized statement to CITY which details the cost of weapons and equipment purchased by CITY, less the value of traded in weapons and equipment as specified in Exhibit B-2. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

NOTE: BEFORE USING THIS FIREARM, READ ALL LITERATURE ENCLOSED.

LIMITED LIFETIME WARRANTY

Springfield, Inc. warrants to the initial retail purchaser that the products it sells will be free of defects in workmanship or material during his or her lifetime as long as he or she owns the product. If any failure to conform to this warranty becomes apparent during this period, Springfield shall upon prompt, written, notice and compliance by the customer with such instructions as it shall give with respect to the return of defective products or parts, correct such non-conformity by repair or replacement, F.O.B. factory, of the defective part or parts. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Springfield with respect to the quality of the products. This warranty shall not cover any damage or condition determined by Springfield to be caused by carelessness, negligence, misuse, normal wear and tear, or failure to properly maintain the product or unauthorized repairs or modifications. The foregoing warranty is exclusive and in lieu of all other warranties of quality, whether written, oral or implied (including any warranty of merchantability or fitness for purpose).

DISCLAIMER OF LIABILITY

SPRINGFIELD, INC. assumes no responsibility for damage and/or injury caused in whole or in part by handloaded, reloaded, remanufactured, or defective ammunition. Under no circumstances shall Springfield, Inc. be held responsible for incidental or consequential damages with respect to economic loss or injury to property arising out of negligent use of handloaded or remanufactured ammunition, unsafe handling or unauthorized modifications to the firearm. Springfield, Inc. will not be responsible for the results of careless handling, unauthorized repairs and adjustments, corrosion, neglect, or unreasonable use (ordinary wear and tear excepted). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you.

EXCLUSION

This Limited Lifetime Warranty does not cover Tritium Night Sights on 1911-A1 pistols produced after January 1, 2001. The 1911 Tritium Night Sights are covered by the following Tritium® Warranty: The original owner of the Tritium® tritium self luminous iron sight system warranted with this card is entitled to repair or replacement (at Tritium's option) if it should fail due to defects in material or workmanship during normal use. This warranty specifically applies to the illumination system. The Tritium lamps in this product are warranted against breakage for a period of twelve years from the date of the original manufacture date. If repair is necessary, please send the iron sights to Tritium®, properly packed, including a description of your problem. This warranty does not apply to defects caused by anything which is deemed abnormal, abusive, or improper use including any fault resulting from an accident or improper service. **SPECIAL NOTE: TRITIUM® IRON SIGHTS CONTAIN TRITIUM AND ARE REGULATED BY THE NUCLEAR REGULATORY COMMISSION. THEY MAY NOT BE DISASSEMBLED BY ANYONE OTHER THAN TRITIUM INC., WHICH HOLDS THE NECESSARY LICENSES.** Any attempt at disassembly or repair will annul this warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Tritium, Inc. 49385 Shaler Avenue, Wixom, MI., 48393. www.tritium.com Phone: 1-800-338-0363

KEEP THIS CARD FOR YOUR RECORDS.

Serial Number _____

Date of Purchase _____

Place of Purchase _____



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	AUTOMOBILE LIABILITY GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE PERSONAL INJURY EXCESS LIABILITY WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID B7
PROFO-1

DATE (MM/DD/YYYY)
05/28/09

PRODUCER
Brown & Brown Insurance of AZ
2800 N. Central Ave., #1600
P.O. Box 2800
Phoenix AZ 85002-2800
Phone: 602-277-6672

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Pro Force Marketing, Inc.
3009A North Highway 89
Prescott AZ 86301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Granite State	23809
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02LX14247805	12/31/08	12/31/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	02UD02751332	12/31/08	12/31/09	EACH OCCURRENCE	\$ 2000000
						AGGREGATE	\$ 2000000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except 10 days for non-payment of premium.
 **CANCELS AND SUPERSEDES CERTIFICATE DATED 5/21/09
 RE: Bid #09-32. City of Beverly Hills, elected officials, officers, and employees are additional insureds with respects to general liability per form 61712 (08/07) on a primary & non-contributory basis. A Waiver (CONT)

CERTIFICATE HOLDER

BEVHIL2

City of Beverly Hills
Police Department
464 North Rexford Drive
Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shawna Drake

Attachment 2

Bid No. 09-32

Title: Request for Proposal for Handgun Replacement



BID PACKAGE
CITY OF BEVERLY HILLS
POLICE DEPARTMENT
464 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210

LEGAL NOTICE - BIDS WANTED

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- Section 1 - Minimum Qualifications
- Section 2- Guidelines and General Information
- Section 3 - Insurance and Indemnification Requirement
- Section 4 - Pre-Proposal Meeting
- Section 5 - Type of Contract/Notice to Proceed
- Section 6 - Selection Criteria for Award of Contract
- Section 7 - Overview of the Firearm Purchase and Trade-In
- Section 8 - Detailed Scope of Bid
- Section 9 - Criteria for Resale
- Section 10 - Delivery Schedule
- Section 11 - Further Information and Contact

Date of Request: **April 1, 2009**

Bid Number: **09-32**

Item Description: **Request for Proposal for Handgun Replacement**

Bid Opening Date: **Thursday, May 14, 2009 2:00 P.M.**

Obtaining Bid Documents: A copy of the Bid Package may be downloaded from the City's website at www.beverlyhills.org or may be requested from the issuing department, Police Department, telephone number 310 285-2128.

Due Date and Location for Submittals: Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the:

Office of the City Clerk
City of Beverly Hills
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210
Re: Bid#09-32

Bids will be opened at the Bid Opening time stated, in the Office of the City Clerk. Bids which arrive after the specified Bid Opening time, including mailed bids delivered after the specified Bid Opening time, will not be accepted, regardless of the time postmarked or otherwise indicated on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are NOT acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: **Proposal for Handgun Replacement 09-32**

Four copies of the proposal shall be provided with cost proposal submitted in separate sealed envelope.

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Photographs of Springfield Armory pistols and magazines 13

Introduction

In 2008, after extensive review, a Personnel Committee representing the Office of the Chief of Police, the Field Services Division, and the Administrative Services Division submitted a formal proposal detailing the replacement of the department's issued Sig Sauer firearm. Currently, sworn members of the agency are carrying either .40 or .45 caliber Sig Sauer semi-automatic handguns that were issued between 2002 and 2007.

As the Sig Sauer inventory of new weapons became non-existent, the Agency looked at long term solutions for firearm deployment to meet present day needs along with future armament solutions. This realization of department-wide replacement, along with the immediate availability of a shooting system with mounted rail lighting, high capacity magazine capability and .45 standardized ammunition, the department committed to replace the entire inventory of our current handguns with the best firearm available to meet these requirements.

The committee tested and evaluated numerous products from various manufacturers during this trial and evaluation period. Line officers, supervisors and management were also tasked with comprehensive testing and feedback to assist in the selection process. At the conclusion of the trial period, the overwhelming choice by agency personnel and the Firearm Committee was the Springfield Armory, XD45 .45 caliber semi-automatic handgun.

With the submission of the final report by the Firearm Committee and with the approval of Chief David Snowden, staff has been authorized to begin the immediate process for the procurement and re-deployment of the Springfield Armory XD45 pistol to all sworn personnel.

SECTION 1: Minimum Qualifications

1-1. Respondent firms must have been in the business of providing similar goods and services to those detailed in this RFP for at least five (5) years.

1-2. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.

1-3. Respondents must provide complete proposals. For detailed information, please see sections 4, 5 and 6 below.

1-4. Respondents' quoted rates must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: Guidelines and General Information

2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the goods and services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions and specifications herein shall not be cause to alter the contract or for the bid winning Vendor to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Respondent's services.

2-4. Each Respondent shall submit, in full, the completed original BID FORM along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion,

age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

2-7. Acceptance of Proposal: The City reserves the right to accept or reject any and all proposals and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written conformation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid.

2-8. Exceptions: Any proposers's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to its bid. However, such exceptions or deviations may result in rejection of the proposal.

2-9. Selection Process: The selection procedure will be based on the contract vendors experience in firearms sales, appropriate/current Federal Firearms Licenses and Certificates, ATF regulations, State of California licensing, authorizing "sales of firearms to government agencies," along with applicable vendor agreements authorizing "sales of the selected equipment" as outlined in section 6.

2-10. Individual interviews with the vendor representative(s) of the top three vendors may be conducted at the agencies discretion during the week of May 18, 2009.

SECTION 3: Insurance and Indemnification Requirements

3-1. The Respondent selected ("Vendor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Five Million Dollars (\$5,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Vendor.

3-2. Vendor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be

approved by City. Further, Vendor agrees to maintain in full force and effect such insurance for one year after being awarded the contract under the Agreement.

3-6. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

3-7. Vendor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement of sale or trade and request immediately the return of all traded firearms as described in the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-8. At all times during the term of the Agreement, Vendor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts.

3-9. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

3-10. The insurance provided by Vendor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Vendors insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

3-11. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Vendor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Vendor shall procure a bond guaranteeing payment of losses and expenses.

3-12. Vendor agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Vendor or any person employed by Vendor in connection with the sale, purchase or trade of firearms, including, without limitation, pistols, ammunition, holsters, magazines and magazine holsters.

SECTION 4: Mandatory Pre-Proposal Meeting:

4-1. A mandatory pre-proposal meeting will be held at 1000 hrs on April 15, 2009 at the Beverly Hills Police Department, 464 N. Rexford Dr. Personnel and Training Bureau, Beverly Hills, Ca 90210 (310) 285-2128.

SECTION 5: Type of Contract/Notice to Proceed

5-1. The vendor selected will be awarded based on "lowest bid" criteria of the purchased items and the "highest value" on the traded items, along with all conditions described, and reasonable delivery commitment as outlined in the proposal submission packet. The selected contract vendor will be considered for award before the City Council of Beverly Hills. Upon approval, the selected vendor should anticipate receiving Notice to Proceed as soon as possible after award of contract.

SECTION 6: Selection Criteria for Award of Contract

6-1. The Vendor/Supplier will be selected based on several considerations, including but not limited to:

1. Vendors experience in firearms sales to government agencies;
2. Qualifications, Licenses, and Certificates noting legal authority to sell and transfer firearms in the State of California;
3. Authorized dealer for Springfield Armory XD45 pistols and all other applicable equipment;
4. Understanding the scope of the contract, experience with indicated manufacturers and service records from previous customers; and
5. Constraints, opportunities and delivery guarantees based on prior contract bids.

SECTION 7: Overview of the Firearm Purchase and Trade-In

7-1. This Request for Proposal is for the purchase of the Springfield Armory XD45 handgun(s) and related equipment along with the trade-in of the Sig Sauer .40 and .45 caliber handguns currently being used by sworn BHPD personnel applied as "credit" toward the overall purchase.

7-2. The vendor selected shall provide the following:

- Provide exact cost breakdowns for all equipment specified for purchase in the contract;

- Research and recommend applicable replacement/alternate equipment in the event of manufacturer discontinuance or unavailability at the time of contract. (This recommendation does not compel the City of Beverly Hills to comply with or purchase the recommended replacement or alternate equipment);
- Complete all State of California DOJ, ATF and other Federal licensing documents for firearms sales and transfer, including, City of Beverly Hills transfer and hold harmless agreements as mandated by City Council, its agents, BHPD and City Attorney's staff;
- Deliver all new weapons and equipment prior to the trade-in of the Sig Sauer pistols so that the City can maintain an active/armed police force during the transition period;
- Provide manufactures warranty agreements for replacement, maintenance and service during the specified time period for all newly acquired firearms and equipment.
- Accept the trade-in value for each Sig Sauer pistol as agreed in the sealed bid and "AS-IS". No other compensation, maintenance or service will be considered to the trade-in pistols. Additionally, all of the used Sig Sauer leather gear will be included in the trade and should be considered in the bid proposal.
- Delivery and shipping costs for new purchases and trade-ins shall be included in the overall bid contract.

SECTION 8: Detailed scope of Bid

The City of Beverly Hills desires to purchase the following firearms and firearm related equipment:

8-1. Duty Pistols: One hundred and forty (140) Springfield Armory XD45, 5-inch black Tactical pistols, night sights, three (3) high capacity magazines

8-2. Plain Clothes Pistols: Forty-nine (49) Springfield Armory XD9645HCSP06, 4-inch Compact Black pistols with Night Sights, (1) 10 round

- 8-3. Duty Magazines: Twenty-five (25) high capacity magazines for the Springfield XD45, 5" tactical pistol
- 8-4. Plain Clothes Magazines: Twenty-five (25) 10 round magazines for the Springfield XD9645HCSP06, 4" compact and one (1) 13 round magazine
- 8-5. Duty Holster: One hundred and forty (140) Safariland, model 6280, for Springfield XD45, 5" with TRL Tactical Light, basket weave
- 8-6. Off- Duty Holster: One hundred and forty (140) 'Blackhawk' Carbon Fiber, CQC, holster with Serpa Tech, black-carbon finish for the Springfield XD45, 5" Tactical
- 8-8. Plain Clothes Holster: Forty-nine (49) 'Blackhawk' Carbon Fiber CQC Holster with Serpa Tech, Black-Carbon finish for the Springfield XD9645HCSP06, 4" Compact
- 8-9. Magazine Holder: One hundred and forty (140) 'Safariland' model 77, double Magazine pouch for Springfield XD45, 5" Basket Weave, hidden snap
- 8-10. Magazine Holder: Forty-nine (49) 'Blackhawk' CQC Carbon Fiber dual rail accessory platform belt loop including 'M-3 Light Carrier' (411300CBK); and
- 8-11. Forty-nine (49) 'Blackhawk' CQC single magazine pouches for a 45 cal. Double-stack magazine Rail Accessory (410600CBK). *Both items sold separately*
- 8-12. Light: One hundred and forty (140) 'Streamlight TLR-1" weapon light (with new C-4 Bulb)
- 8-13. Ammunition: Sixty-thousand (60,000) rounds of 'Winchester', 45 Auto, 230 GR, Full Metal Jacket, Q4170
- 8-14. Ammunition: Nine thousand- five hundred (9,500) rounds of 'Winchester', 45 Auto, 230 GR. SXT, T Series, RA45T
- 8-15. The City of Beverly Hills shall trade the following weapons towards this purchase:
- 8-16. Fifty-nine (59) Sig Sauer, model P220, 45 caliber, without light rail, but including; night sights, black nitron finish, and three (3) seven (7) round magazines each. All guns are in good condition and range from 4 to 8 years old. All are working with no missing parts. No department markings. The department's Armorer has inspected the guns and deemed them to be safe, functional and are currently being used as the issued Department weapon and spares.
- 8-17. Eighty-three (83) Sig Sauer, model P229, 40 caliber, without light rail, but including; night sights, black nitron finish, with three (3) twelve (12) round magazines

each. All guns are in good condition and are approximately 6 years old. All are working with no missing parts. No department markings. The department's Armorer has inspected the guns and deemed them to be safe, functional and are currently being used as the issued Department weapon and spares.

8-18. All leather gear for the aforementioned weapons will be included in the trade.

SECTION 9: Criteria for Resale

9-1. Vendor shall, prior to receiving firearms for trade, provide written legal, safe-practice guidelines describing their criteria for resale in accordance with all State and Federal guidelines.

SECTION 10: Delivery Schedule

10-1 All of the newly acquired weapons and equipment, including ammunition, will be delivered to the Department for inspection and issuance. Upon completion of training and mutually agreed upon change-over period, the Sig Sauer's will be boxed and made available for pick-up or delivery at the cost to the vendor. The vendor will provide cases, protective wrap or covering for the Sig Sauer pistols to protect from scratches or other cosmetic damages during shipping. This delivery will not exceed sixty-days from the date of the delivery of the new weapons to BHPD unless manufacturer damage or malfunctions are discovered.

10-2 During this sixty (60) day change-over period, the Department reserves the right to cancel the order in its entirety in the event of what the Department deems to be unacceptable malfunctions during this training period. It is understood that the manufacturer warrants their product(s) and will assume the liability during this transition period and during the prescribed time as stated in their product literature.

10-3 Due to the scope of this transition (full agency firearm transition) and the obligation the City and Department has to protecting its officers and policing its citizens, the Agency must maintain a reliable firearm solution during the transition period. Comprehensive testing and evaluation has been conducted by Department staff and as a result, the Springfield Armory was found to be the superior choice of handgun for this Agency. However, until delivery, the Department must be assured that the performance expectations demonstrated during the trial and evaluation period are met with the same excellent performance standards at the time of delivery.

SECTION 11: Further Information and Contact

11-1 On April 15, 2009 upon completion of the Proposal Meeting (Refer to page 2 Section II) in the Personnel and Training Bureau Conference Room, the BHPD Armorer will have a random sampling of twenty (20) Sig Sauer .40 & .45 caliber firearms available for inspection. These weapons will be assembled from inventory stock and off duty personnel to allow comprehensive value assessment of the trade-in firearms. Also included for inspection will be a selection of magazines, pouches, and holsters.

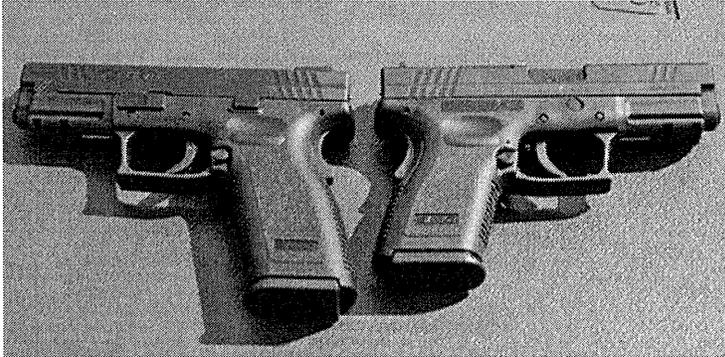
11-2 No weapons will be allowed to be removed from the inspection location. No more than one person or company will be allowed to inspect the weapons at one time. The inspection period will immediately follow the proposal when all potential vendors have had the opportunity to inspect the weapons, or a time not to exceed 5 hours, whichever comes first.

11-3 The "trade-in" price should cover the entire allotment of items as some weapons may display more wear than others. Regardless, the trade-in value should be listed as "credit" on the proposal bid with the final price reflecting all applicable prices, shipping and taxes.

11-4 For all additional information regarding the Sig Sauer handguns or specific requirements, parts or model numbers, not listed in the RFP, please contact Rangemaster David Kress at (310) 288-2630 or dkress@beverlyhills.org . For all other inquiries or for further assistance, please contact Sergeant David Perez, Personnel and Training Bureau Supervisor, at (310) 285-2128, or dperez@beverlyhills.org .

Appendix A

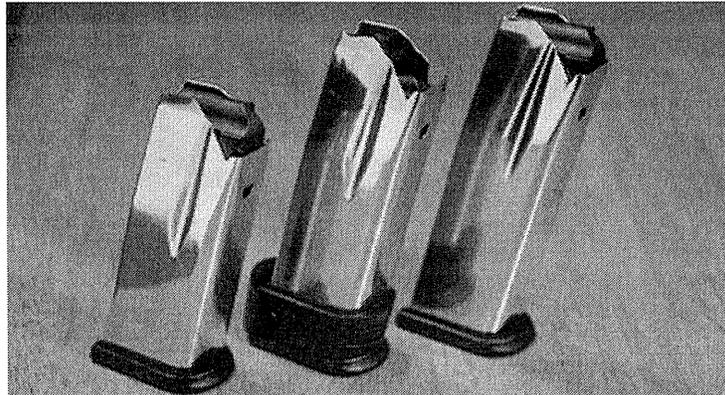
Springfield Armory XD45 5" and 4" model



Springfield Armory XD45 with light rail



Magazines



Attachment 3

Bid Winning Proposal

Corporate: 3009 N. Highway 89. Prescott, AZ 86301
Store: 655 Berry Street. Suite H Brea, CA 92821
Tel: (800) 367-5855 Fax: (928) 445-3468



Q U O T A T I O N

11 MAY 2009

BID09-32 PAGE 1

DEPT: BEVERLY HILLS POLICE DEPT (CA)
ATTN: OFFICE OF THE CITY CLERK
PHONE: 310-285-2128

<u>ITEM #</u>	<u>QTY</u>	<u>PRODUCT DESCRIPTION</u>	<u>EXTENDED PRICE</u>
XD9624HCS P06	140	SPRINGFIELD XD 45 CAL, TACTICAL 5" BARREL, TRIJICON NIGHT SIGHTS W/XD GEAR @ \$478.98 EA	\$67,057.20
XD9648HCS P06	49	SPRINGFIELD XD 45 CAL, COMPACT 4" BARREL, TRIJICON NIGHT SIGHTS W/XD GEAR @ \$456.49 EA	\$22,368.01
XD4545	25	SPRINGFIELD XD 45 CAL 13 ROUND MAGAZINE @ \$18.28 EA	\$457.00
XD4501	25	SPRINGFIELD XD 45 CAL COMPACT 10 ROUND MAGAZINE @ \$18.28 EA	\$457.00
		APPROX DELIVERY FROM SPRINGFIELD 90-120 DAYS ARO	
		SEE ORDERING INSTRUCTIONS BELOW	
		APPLICABLE CA SALES TAX 9.25% IF WE DO NOT RECEIVE A COPY OF THE USE TAX PERMIT	\$8,356.38
		TOTAL	\$98,695.59

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
ProForce Law Enforcement

Jerry Yslas
www.jerry@proforceonline.com
Law Enforcement Specialist

TIM MULDER
PRESIDENT

IMPORTANT:

*ProForce is registered with the California Board of Equalization to remit sales tax.

This quotation is based on department purchase order, F.E.T. Exemption, payment by check, and stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at <http://www.lawgun.com/Forms.htm>.

Ordering instructions: Please fax a copy of the department purchase order and F.E.T. Exemption Form to (928) 445-3468. **PLEASE MAIL ORIGINALS** to ProForce Law Enforcement, 3009 N Hwy 89, Prescott, AZ 86301.

Standard terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders will be necessary.

Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.

This quote is valid for 90 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.

Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.

Corporate: 3009 N. Highway 89. Prescott, AZ 86301
Store: 655 Berry Street. Suite H Brea, CA 92821
Tel: (800) 367-5855 Fax: (928) 445-3468



QUOTATION

11 MAY 2009

BID09-32 PAGE 2

DEPT: BEVERLY HILLS POLICE DEPT (CA)
ATTN: OFFICE OF THE CITY CLERK
PHONE: 310-285-2128
EMAIL:

<u>ITEM #</u>	<u>QTY</u>	<u>PRODUCT DESCRIPTION</u>	<u>EXTENDED PRICE</u>
6280-14921-81/82	140	SAFARILAND 6280 LEVEL II RETENTION MID RIDE HOLSTER FOR SPRINGFIELD XD 45, 5" BARREL W/TLR-1 LIGHT @ \$88.88 EA	\$12,443.20
77-94-4HS	140	SAFARILAND 77 DOUBLE MAG POUCH FOR SPRINGFIELD XD 45 @ \$22.63 EA	\$3,168.20
69110	140	STREAMLIGHT TLR-1 WEAPON LIGHT @ \$89.51 EA	\$12,531.40
		WE DO NOT CARRY THE OTHER ITEMS ON THIS BID	
		APPLICABLE CA SALES TAX 9.25% IF WE DO NOT RECEIVED COPY OF THE USE TAX PERMIT	\$2,603.21
		TOTAL	\$30,746.01

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
ProForce Law Enforcement

Jerry Yslas
www.jerry@proforceonline.com
Law Enforcement Specialist

TIM MULDER
PRESIDENT

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Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.

This quote is valid for 90 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.

Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.



Corporate Office: 3009 N Hwy 89
Prescott, AZ 86301
800-367-5855 Fax (928) 445-3468

California Store: 655 N Berry St., Suite H
Brea, CA 92821
800-749-5002 Fax (714) 257-9076

TRADE IN QUOTATION

5 MAY 2009

DEPARTMENT: BEVERLY HILLS POLICE DEPT (CA)
ATTN: DAVID KRESS
PHONE: 310-288-2630
EMAIL: DKRESS@BEVERLYHILLS.ORG

<u>ITEM #</u>	<u>PRODUCT DESCRIPTION</u>	<u>PRICE</u>
P220	(59) SIG SAUER P220 45 CAL, NO RAIL, NIGHT SIGHTS W/3 7 ROUND MAGAZINES @ \$312.40 EA	\$18,431.60
P229	(83) SIG SAUER P229 40S&W, NO RAIL, NIGHT SIGHTS W/3 12 ROUND MAGAZINES @ \$321.20 EA	\$26,659.60

OUR REPRESENTATIVE WILL PICK THE WEAPONS UP FROM THE POLICE DEPARTMENT

PLUS Applicable Sales Tax 9.25%	\$4,170.94
TOTAL TRADE IN VALUE	\$49,262.14

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
ProForce Law Enforcement

Jerry Yslas
Law Enforcement Specialist

TIM MULDER
PRESIDENT

IMPORTANT:

TRADE GUNS ARE TO BE DELIVERED TO PROFORCE LAW ENFORCEMENT IN ARIZONA, AT THE DEPARTMENTS EXPENSE. A DEPARTMENT LETTER MUST ACCOMPANY THE GUNS STATING THE GUNS HAVE BEEN CHECKED BY AN ARMORER, ARE SAFE, COMPLETE, FUNCTIONAL, AND LISTING ALL SERIAL NUMBERS.

PROFORCE RESERVES THE RIGHT TO DEDUCT FOR GUNS NOT IN THE STATED CONDITION.

*ProForce is registered with the California Board of Equalization to remit sales tax.

This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.