



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1S-07-13-02

DESCRIPTION: AMMUNITION, FACTORY LOADED

CONTRACTOR: VARIOUS

EFFECTIVE DATES: 2/13/2007 THROUGH 2/12/2009

SUPERSEDES CONTRACT NO.: 1-04-13-02

AREA: STATEWIDE

DISTRIBUTION: C-13-02

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton 02/13/2007

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, NICOLE DELGADO 916-375-4476

Contract (Mandatory): 1S-07-13-02

SUPPLIER ID: 625808
NAME: ALL STATE POLICE EQUIPMENT CO
ADDRESS: P O BOX 40
CLAREMONT, CA 91711

CONTACT: 909-596-2470 **KEITH PHILLIPS**
FAX NUMBER: 909-596-3246
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: 1 CASE

SUPPLIER ID: 804287
NAME: WESTERN LAW ENFORCE PRODUCTS
ADDRESS: 2347 FAIRVIEW PL
FAIRFIELD, CA 94534-8631

CONTACT: 707-428-5168 **JOE JOYCE**
FAX NUMBER: 707-428-5169
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: 1 CASE

SCOPE

This strategically sourced contract for Ammunition, Factory Loaded, has been awarded to two contractors. The contractors will provide ammunition to the State of California and local agencies in accordance with the requirements of contract 1S-07-13-02.

The term of the contract is for two-years at a fixed price; in addition, the contract contains two optional one-year extensions under the same terms and conditions of the awarded contract. The State and contractors must agree on the extension via contract amendment(s). This contract is MANDATORY for use by all State of California departments and optional for local governmental agencies.

The contractors shall permit local governmental agencies to participate under this contract. For the purpose of this contract, local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the aquisition of products, (Public Contract Code Chapter 2, Paragraph 10298 (a) (b). Authorization to permit a local governmental agency to participate in this contract shall come through the State's Contract Administrator,

Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to commit to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of this contract.

Contractors performing the responsibilities of this contract are:

CONTRACTORS

LINE ITEMS AWARDED

- | | |
|---|-------------|
| 1. WESTERN LAW ENFORCEMENT PRODUCTS, INC
Small Business Certification #42700 | 1, 4, 6 & 7 |
| 2. ALL STATE POLICE EQUIPMENT CO.
Small Business Certification #5332 | 2, 3, & 5 |

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The awarded certified Small Business contractors identified in this contract have been assessed by the Department of General Services (DGS) and determined to perform a commercially useful function. As a result it is not necessary for State agencies operating under delegated authority to re-verify or document information to this fact in the procurement file when executing transactions pursuant to this contract.

CONTRACT USAGE/RULES

1. This contract is mandatory for use by all State of California departments.
2. Local governmental agency use of this contract is optional. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations. State Departments and Local Agencies are required to have a DGS billing code prior to using this contract.
3. Prior to placing orders against this contract, State departments must have been granted purchasing authority by Department of General Services, Procurement Division (DGS/PD) for the use of State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
4. Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and Purchasing Authority Manual.

DGS ADMINISTRATIVE FEES

The DGS will bill each State department and local agency an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. (You may click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm> for current fees.)

CONTRACT ADMINISTRATORS

The State and the contractors have assigned a single point of contact (noted on Page 2 of this contract) for problem resolution and related contract issues.

ORDERING PROCEDURE

State agencies shall complete and submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor. The Std. 65 shall contain the following information:

1. Statewide contract number
2. Commodity code
3. Line item number
4. Description
5. Unit Price
6. Extension Price
7. Billing Code
8. Purchasing Authority number (State departments only)

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Local agencies may submit a local agency purchase order following the same guidelines as described above. However, local agencies must obtain a State issued billing code prior to submitting orders. For assistance with obtaining a bill code, local agencies should e-mail Marilyn.Ebert@dgs.ca.gov and Wilson.Lee@dgs.ca.gov with the agency name and address along with a billing person contact name and telephone number.

Note: Contractor shall not accept purchase orders from State or local agencies without a State issued billing code.

All ordering agencies are required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Data Management, 707 Third Street, 2nd Floor North, West Sacramento, CA 95605-2811 (IMS# Z-1).

ORDER ACKNOWLEDGEMENT/CONFIRMATION

The contractor must confirm receipt of the STD 65 within 48 hours of receipt by either e-mail or facsimile. Acknowledgement of order to each ordering agency shall include agency purchase order number, total cost of order, and delivery date of products.

MINIMUM ORDER

The minimum order is one case. All orders will be for full case quantities.

ORDERING METHODS

1. FACSIMILE/E-MAIL ORDERS:

Fax Number (All State): 909-596-3246
E-Mail (All State): Keith@allstatepolice.com

Fax Number (Western): 707-428-5169
E-Mail (Western): JJoyceb@comcast.net

2. MAIL ORDERS:

List below the locations to which Purchasing Authority Purchase Orders should be sent.

Company Name: All State Police Equipment Co.
Street Address: P.O. Box 40
City, State, Zip: Claremont, CA 91711
Contract Administrator: Keith Phillips

Company Name: Western Law Enforcement Products
Street Address: 2347 Fairview Place
City, State, Zip: Fairfield, CA 94534
Contract Administrator: Joe Joyce

DELIVERY

Complete delivery is to be made within 90 days after receipt of order (ARO) by the contractor. Partial deliveries will be accepted by ordering agencies. A partial delivery is defined as a minimum of 50% of each order filled. If partial deliveries have been made on an order, contractor must complete the remaining order within 120 days ARO.

Delivery shall be made to any State or local agency within California. Contractor must notify the ordering agency and State contract administrator within 24 hours from receipt of order if delivery cannot be made within the time specified. Under no circumstance is the contractor permitted to make unauthorized substitutions, without the authorization of the State's contract administrator.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino metropolitan area, and San Diego metropolitan area during off-peak hours. Off-peak hours are 10:00 a.m. to 4:00 p.m.

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Note:

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in this contract. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

PURCHASES OFF CONTRACT

In the event of an emergency or if the contractor cannot deliver the items as specified, the State may purchase any required item from a supplier other than the contractor.

CONTRACTOR RESPONSIBILITY

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PST).

PACKAGING

Exterior packaging is to show the contents and the order number. All packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

WOODEN PALLETS

If pallets are to be used for delivery, the ordering agency will specify the pallet size per specification 3990-01A-01 at the time the order is placed.

INVOICING REQUIREMENTS

The contractor is to render invoices as instructed on individual orders. Invoices must use the contractor's invoice that includes at a minimum:

1. Contractor's name, address, and telephone number
2. State's contract number
3. Agency purchase order number
4. Item and commodity code number
5. Quantity purchased
6. Contract price and extension
7. State sales and/or use tax (to be added to each invoice)
8. Prompt payment discounts/cash discounts, if applicable
9. Totals for each order
10. Total of credits, if applicable

The State's obligation to make payment pursuant to the contract is subject to availability of appropriation funds. Receipt of a Purchasing Authority Purchase Order under this contract is proof of funds for that order.

CONTRACT VALUE AND QUANTITIES

There is no guaranteed guaranteed dollar value for this contract. The State will not be obligated to purchase contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The estimated quantity used was based upon a twelve (12) month usage pattern and projected for a TWO (2) YEAR PERIOD.

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PRICES

All prices shall be maximum for the contract period subject to the State receiving full benefit of all manufacturer's price declines effective on the date of manufacturer's announcement notice to the general public.

Justification for price changes after two years must be supplied by the contractor in a written request which must be approved in writing by the State. Such notice shall include substantiated information to support the proposed escalation (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State.)

1. Upon receipt of such notice the State reserves the right to either:
 - a. Accept the escalation as competitive with the general market price at that time, effective 30 days after written approval from the State; or
 - b. Negotiate proposed price escalation (pursuant to PCC 6611(b)). Note: The State will notify, in writing, the contractor of its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
 - c. Cancel any unpurchased balance of the contract without prejudice, effective upon written notice by the State.

Note: If negotiations fail to produce an agreement, the State reserves the right to exercise Options a or c with an effective date no later than ten (10) working days after unsuccessful negotiations.

2. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.
3. Accepted escalation price increase shall be maximum for a period of 180 calendar days from the effective date of the price increase. Any additional request for price increases must be submitted, in writing, to the Procurement Division not earlier than 150 calendar days from the effective date of the original or prior price increase.

When it is in the best interest of the State, the department may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods, services, information technology, and telecommunications, whether or not the original contract was the result of competition, on behalf of itself or another State agency, PCC 6611(b).

SALES TAX

Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered.

FREIGHT ON BOARD (F.O.B) DESTINATION

All prices are F.O.B destination; freight prepaid by the contractor, to the ordering agencies receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering agencies, except the responsibility for latent defects, fraud, and the warranty obligations.

SPECIFICATIONS

All products supplied must conform to the attached State of California Bid Specification Number 1305-06BS-001R1, dated November 1, 2006.

The pass/fail criteria for firing function of the ammunition will pertain to all ammunition listed in the awarded contract.

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PRODUCT(S) COMPLIANCE

In order for the product to be compliant, it must meet the product specifications and pass the performance testing requirements as outlined in tables I, II, and III of the specifications. The minimum acceptable passing criteria for each data point are as follows:

1. Bullet Weight - Must pass all ten (10) tests in order for your product to be deemed compliant.
2. Powder - Must pass all ten (10) tests in order for your product to be deemed compliant.
3. Accuracy - Must pass all ten (10) tests in order for your product to be deemed compliant.
4. Velocity - Must pass all ten (10) tests in order for your product to be deemed compliant.
5. Penetration in Bare Gelatin and Penetration in Windshield Glass - Must Not fail more than 1 test result for combined penetration requirements for your product to be deemed compliant.
6. Expansion in Bare Gelatin and Penetration in Windshield Glass - Must Not fail more than 1 test result for combined expansion requirements for your product to be deemed compliant.
7. Jacket Type - All ten (10) results must be compliant to specifications.
8. Head Stamp - All ten (10) results must be compliant to specifications.
9. Case - All ten (10) results must be compliant to specifications.
10. Primer - All ten (10) results must be compliant to specifications.

Upon request, contractor shall submit certification that product furnished meets the specifications and comply with requirements of latest issue of the following standards/codes:

1. American National Standards Institute/Sporting Arms & Ammunition Manufacturers' Institute (SAAMI) ANSI/SAAMI Z299.1 for pressure and velocity of Rimfire Ammunition.
2. ANSI/SAAMI Z299.2 for pressure & velocity of Center fire Rifle Ammunition.
3. ANSI/SAAMI Z299.3 for pressure & velocity of Center fire Pistol & Revolver Ammunition.
4. ANSI/SAAMI Z299.4 for pressure & velocity of Shot shell Ammunition.
5. Department of Defense (DOD) 6055.9-STD, for Ammunition and Explosives Safety Standards revision 10/2004.

QUALITY ASSURANCE

All products ordered shall be delivered under acceptable standard sanitary conditions and must be in the correct quantity and free of damage.

Ammunition will be tested during the contract term for performance and conformity to the specifications criteria. Product offered shall be acceptable during incoming inspection with either MIL-STD-105E, ANSI Z1.4-03 or ISO 2859 for Inspect Level III and AQL 0.25%. Ammunition that has been awarded, but experiences failures in the field greater than the passing criteria identified, shall be considered unacceptable for use and shall be returned at the contractor's expense, for full replacement of the remaining lot in question. An agency shall not expend rounds from a lot of ammunition once it has been deemed unacceptable/non-compliant and has received prior approval from DGS/PD to reject and return the remaining lot back to the contractor. It shall become the responsibility of the contractor to reclaim and remove the rejected lot within 10 days of written notification by DGS/PD. No substitutions or replacements should be made without prior written approval by DGS/PD.

Ammunition that has been removed from service/rejected as unacceptable/non-compliant to performance standards shall not be re-sold to another law enforcement agency without notification that the ammunition has been returned/rejected from a previous agency due to non-compliance/performance issues. Ammunition deemed non-compliant shall be subject to General Provisions 26, "Rights and Remedies of State for Default."

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PRODUCT RECALL

The contractor shall provide recall notification, regardless of level, in writing to the State and each institution through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, lot I.D #, contract #, delivery order #, and disposition instructions. The contractor shall issue replacement of product or credit for any product removed or recalled. Each facility shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std.204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

CALIFORNIA SELLER'S PERMITS

1. Western Law Enforcements Products retailer's seller's permit number is 100756459.
2. All State Police Equipment Co. retailer's seller's permit number is 24942689.

Agencies can verify that permits are currently valid at the following website: www.boe.ca.gov

USAGE REPORTS

The contractor shall provide a quarterly detailed usage report by line item and commodity code to the Contract Administrator in Excel format via e-mail or U.S. Mail on a CD. All reports are due by the 15th day following the ending of a contract quarter. Report shall contain the following elements:

1. Contract Number
2. Purchasing Authority Number (State departments only)
3. Month/Year of Report
4. Line Item Number
5. Commodity Code Number
6. Invoice Number and Date
7. Purchase Order Number, Order Date, and Delivery Date
8. Agency Bill Code
9. State/Local Governmental Agency
10. Department/Facility Name
11. Item Description, Quantity, Contract Price
12. Zip Code

REPORTING COMPLIANCE

Contractor shall comply with the reporting requirements as specified. If contractor fails to meet delivery times as specified for any one of the required reports, a one percent (1%) discount will be applied to the contract pricing on all future orders for 30 days or until the delinquent report(s) are delivered, whichever is greater. At the end of the thirty days or at the time of delivery, the discount will revert to the original contract price.

Contract pricing discounts for reporting non-compliance will commence 3 months after contract award. Failure to submit COMPLETED quarterly reports within the time period required may be considered a breach of contract and subject the contractor to General Provisions 26, "Rights and Remedies of State for Default".

RECYCLED-CONTENT CERTIFICATION

Western Law Enforcement Products' recycled certification is posted on PD's website. All State Police Equipment did not claim any recycled-content for their products.

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	1305-009-4381-5	804287	RD	<p>AMMUNITION .223 CALIBER RIFLE (AS DESCRIBED) INSITUATIONAL ROUNDS, in accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 200 BRAND: Winchester MODEL: RA223R2 PRODUCT CODE: RA223R2</p> <p>Price/Case = \$69.02</p>	0.3451
2	1305-009-4383-9	625808	RD	<p>AMMUNITION .223 CALIBER RIFLE (AS DESCRIBED) TRAINING ROUNDS, in accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 200 BRAND: Remington MODEL: L223R3 PRODUCT CODE: 23711</p> <p>Price/Case = \$59.80</p>	0.2990
3	1305-009-4363-3	625808	RD	<p>AMMUNITION .40 CALIBER HANDGUN (AS DESCRIBED) In accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 500 BRAND: Remington MODEL: GS40SWB PRODUCT CODE: 29442</p> <p>Price/Case = \$114.00</p>	0.2280

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
4	1305-009-4366-9	804287	RD	<p>AMMUNITION .38 CALIBER (AS DESCRIBED) In accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 500 BRAND: Winchester MODEL: S38SP PRODUCT CODE: S38SP</p> <p>Price/Case = \$206.05</p>	0.4121
5	1305-009-4362-1	625808	RD	<p>AMMUNITION 9 MM HANDGUN (AS DESCRIBED) In accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 500 BRAND: Remington MODEL: GS9MMD PRODUCT CODE: 29424</p> <p>Price/Case = \$124.50</p>	0.2490
6	1305-009-4312-8	804287	RD	<p>AMMUNITION 12 GA SHELL 00 BUCKSHOT (AS DESCRIBED) 12GA 00 BUCK LOW RECOIL, in accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 250 BRAND: Winchester MODEL: RA.1200 PRODUCT CODE: RA 1200</p> <p>Price/Case = \$64.40</p>	0.2576

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
7	1305-009-4313-0	804287	RD	<p>AMMUNITION 12 GA SHELL 00 BUCKSHOT (AS DESCRIBED) 12GA 00 BUCK, in accordance with specification 1305-06BS-001R1, dated 11/01/06.</p> <p>ROUNDS PER CASE: 250 BRAND: Winchester MODEL: RA 1200 HD PRODUCT CODE: RA 1200 HD</p> <p>Price/Case = \$64.40</p>	0.2576
8	1305-909-0002-2	625808	VA	FOR DATA ENTRY USE ONLY AMOEX-DGS/PROCUREMENT USE ONLY	VARIABLE
9	1305-909-0002-2	804287	VA	AMOEX-DGS/PROCUREMENT USE ONLY	VARIABLE



STATE OF CALIFORNIA
BID SPECIFICATION
AMMUNITION

1305-06BS-001R1

1. SCOPE

This document details:

- 1.1 Technical requirements for Ammunition to be utilized by various State of California agencies.
- 1.2 Testing and Test facility requirements to perform certification testing for Ammunition.

2. SPECIFICATIONS

- 2.1 Specifications and standards referenced in this document in effect on the opening of the invitation for bid, form a part of this specification.

3. TECHNICAL REQUIREMENTS

- 3.1 **Performance:** Ammunition furnished shall comply with Performance requirements per Table I.
- 3.2 **Physical:** Ammunition furnished shall comply with Physical Characteristics per Table II.
- 3.3 **Shipping:** Ammunition furnished shall comply with Shipping Requirements per Table III.

4. TEST DATA REQUIREMENTS

- 4.1 Test results shall be submitted for Performance Requirements outlined in Table I.
- 4.2 Test results shall be submitted for Physical Characteristics outlined in Table II.
- 4.3 Test data shall be submitted on Form I for each caliber of samples tested.
 - 4.3.1 Each data point in Form I may be complemented with pictorial and/or graphical representation but shall not replace it.
 - 4.3.2 Rounding off numbers shall be consistent and a maximum of 2 decimal points throughout the data reporting on Form I.
 - 4.3.3 Test facility's own data reporting format may be used to enhance Form I but shall not replace it.
 - 4.3.4 Data shall be recorded for randomly selected AND 10 consecutively tested samples for each caliber.
 - 4.3.5 Test complete date shall be within 20 working days of the Test start date.

5. TEST FACILITY REQUIREMENTS

- 5.1 Test facility shall be accredited by an Ammunition / Firearms standards governing body such as Sporting Arms and Ammunition Manufacturers' Institute (SAAMI), International Standards Organization (ISO) etc. and be certified to perform testing on Ammunition specified in this document.
- 5.2 Test Facility shall maintain a traceability of calibrated equipment to a recognized national standards organization such as American National Standards Institute (ANSI), National Institute of Standards and Technology (NIST) etc.

TABLE I - PERFORMANCE REQUIREMENTS

CALIBER REQUIREMENT	.223 INSTITUTIONAL	.223 TACTICAL	.223 TRAINING	.40 HANDGUN	.38 HANDGUN	9 MM HANDGUN	12 GA 00 BUCK LOW RECOIL	12 GA 00 BUCK
BULLET WEIGHT (grains)	≥ 55 ≤ 77	≥ 62 ≤ 77	≥ 55 ≤ 77	180	≥ 125 ≤ 147	≥ 124 ≤ 147	9 pellets	9 pellets
POWDER	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash	Clean burning, smokeless & 3" max sensory flash
ACCURACY (Two- 5 shot group)	Max. 1" c-to-c at 25 yards with a min of 18" barrel	Max. 1" c-to-c at 25 yards with a min of 18" barrel	Max. 1" c-to-c at 25 yards with a min of 18" barrel	Max. 3" c-to-c at 25 yards with a min. of 4" barrel	Max. 3" c-to-c at 25 yards with a min. of 4" barrel	Max. 3" c-to-c at 25 yards with a min. of 4" barrel	Rate of Spread a Maximum of 1" per Yard	Rate of Spread a Maximum of 1" per Yard
VELOCITY	SAAMI compliant for deviation.	SAAMI compliant for deviation.	SAAMI compliant for deviation.	Meets SAAMI requirements	1. SAAMI compliant for deviation. 2. +P+ not acceptable	1. SAAMI compliant for deviation. 2. +P+ not acceptable	Meets SAAMI requirements	Meets SAAMI requirements
PENETRATION (Bare Gelatin)	≥ 8" to ≤ 18" into 10% gelatin at 15' (±6") from muzzle.	≥ 8" to ≤ 18" into 10% gelatin at 15' (±6") from muzzle.	N/A	≥ 12 to ≤ 18" into 10% gelatin at 15' (±6") from muzzle.	≥ 10 to ≤ 18" into 10% gelatin at 15' (±6") from muzzle.	≥ 10 to ≤ 18" into 10% gelatin at 15' (±6") from muzzle.	N/A	N/A
PENETRATION (Windshield Glass)	N/A	≥ 8" to ≤ 18" into 10% gelatin placed 18" from FMVSS 205, 208, 212 & 216 comp- liant glass fired at 45 degrees from distance of 15' (±6") from muzzle.	N/A	N/A	N/A	N/A	N/A	N/A
EXPANSION (Bare Gelatin)	Min. of 0.45 caliber into 10% gelatin from distance of 15' (±6") from muzzle.	Min. of 0.45 caliber with jacket into 10% gelatin from distance of 15' (±6") from muzzle.	N/A	Min. of 0.650 caliber into 10% gelatin at 15' (±6").	Min. of 0.550 caliber into 10% gelatin at 15' (±6").	Min. of 0.650 caliber into 10% gelatin at 15' (±6").	N/A	N/A
EXPANSION (Windshield Glass)	N/A	Min. of 0.45 caliber with jacket into 10% gelatin placed at 18" from FMVSS 205, 208, 212 and 216 com- pliant glass & fired at 11 degrees from distance of 15' (±6") from muzzle.	N/A	N/A	N/A	N/A	N/A	N/A

TABLE II - PHYSICAL CHARACTERISTICS

CALIBER REQUIREMENT	.223 INSTITUTIONAL/DUTY	.223 TACTICAL	.223 TRAINING	.40 HANDGUN	.38 HANDGUN	9 MM HANDGUN	12 GA 00 BUCK LOW RECOIL	12 GA 00 BUCK
JACKET TYPE	N/A	N/A	N/A	Premium enhanced jacket designed hollow point for consistent expansion and optimum penetration through all medias (Note: 1)	Premium enhanced jacket designed hollow point for consistent expansion and optimum penetration through all medias (Note: 1)	Premium enhanced jacket designed hollow point for consistent expansion & optimum penetration through all medias. (Note: 1)	N/A	N/A
HEADSTAMP	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI			
CASE	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Plastic Cup	Plastic Cup			
PRIMER	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Compliant with MIL-SPEC or ANSI or SAAMI	Plastic Cup	Plastic Cup			

NOTE 1. Following makes and models are for "Jacket Type" reference only. It is not the intent of State of California to limit bidding to these makes and models.

- Federal: HST P40HST1
- Federal: Tactical LE40T1
- Remington: Golden Saber GS40SWB
- Remington: Golden Saber Bonded GSB40SWB
- Speer: 180 GOLD DOT 53962
- Winchester: T-Series RA40T
- Winchester: .40 Caliber Bonded

TABLE III - SHIPPING REQUIREMENTS

CALIBER REQUIREMENT	.223 INSTITUTIONAL/DUTY	.223 TACTICAL	.223 TRAINING	.40 HANDGUN	.38 HANDGUN	9 MM HANDGUN	12 GA 00 BUCK LOW RECOIL	12 GA 00 BUCK
PACKAGING & LOT IDENTIFICATION	Maximum of 20 per box/500 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 20 per box/500 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 20 per box/500 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 50 per box/1,000 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 50 per box/1,000 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 50 per box/1,000 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 25 per box/250 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.	Maximum of 25 per box/250 per case that meets MIL-STD-129P or ANSI equivalent for intelligent ID for traceability on each box/case.
SHIPPING	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.	1. Comply with 3990-01A-01 for pallet size. 2. Meet agency requirements for height & weight.

STATE OF CALIFORNIA SPECIFICATION PALLETS, WOODEN

1 SCOPE

This specification covers pallets intended for use with low lift pallet trucks or forklift trucks.

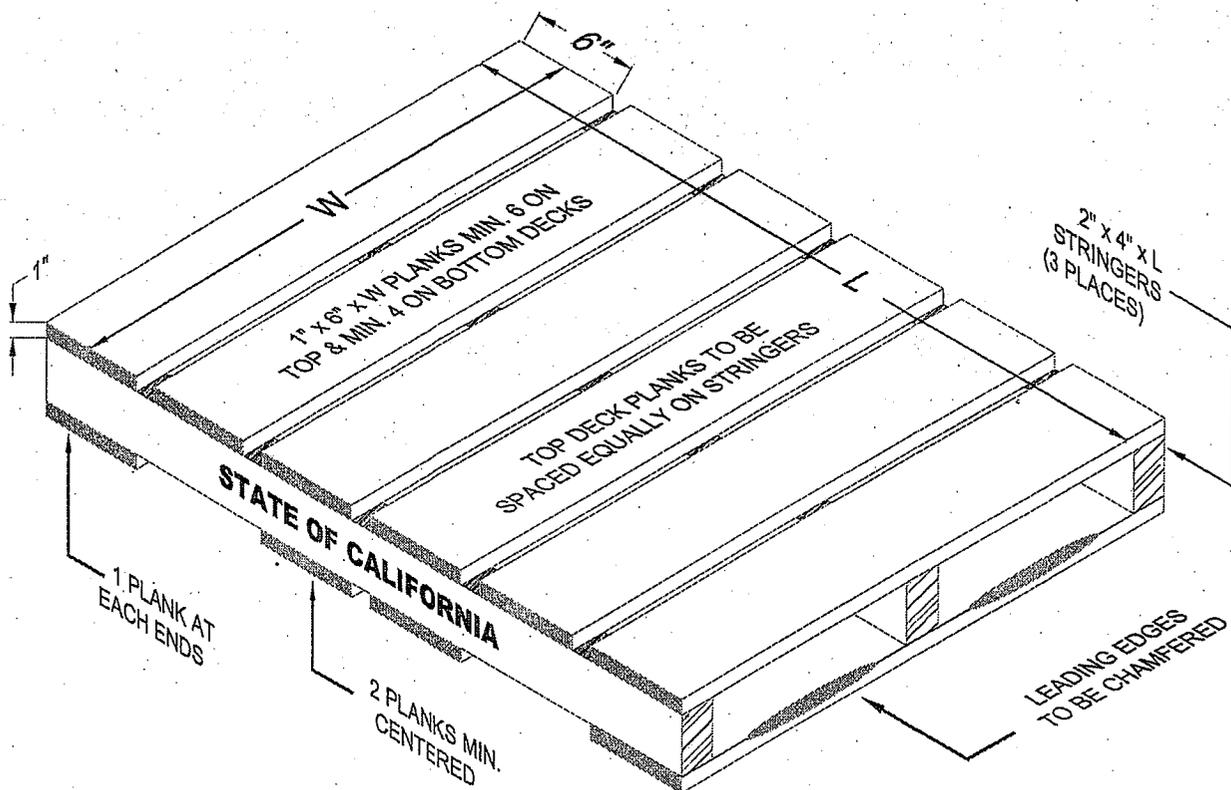
2 SPECIFICATION AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid form a part of this specification where referenced.

3 REQUIREMENTS

3.1 Material

The pallets shall be constructed from nominal size standard or better (West Coast Lumber Inspection Bureau, Standard Grading Rules for West Coast Lumber) grade Douglas Fir, Hemlock, Larch or Hem-Fir. The stringers shall be S4S and the decking S4S or S1S2E (re-



**FIG. 1 - TYPE 2
WOODEN PALLET**

sawed) with no edge knots. Sawed side is to be assembled to the inside of the pallets. Fastening shall be accomplished with 2¼ inch (+1/16 inch) 7 penny flat head drive screws (helical threaded nail) or 2¼ (+1/16 inch) #10 wire gauge annular ring nails as recommended in Specifications and Grades for Warehouse. Permanent or Returnable Pallets of West Coast Woods as published by the National Wooden Pallet and Container Association (Specifications and Grades, NWPCA).

3.2 Non-Standard Duty-Cycle Pallets

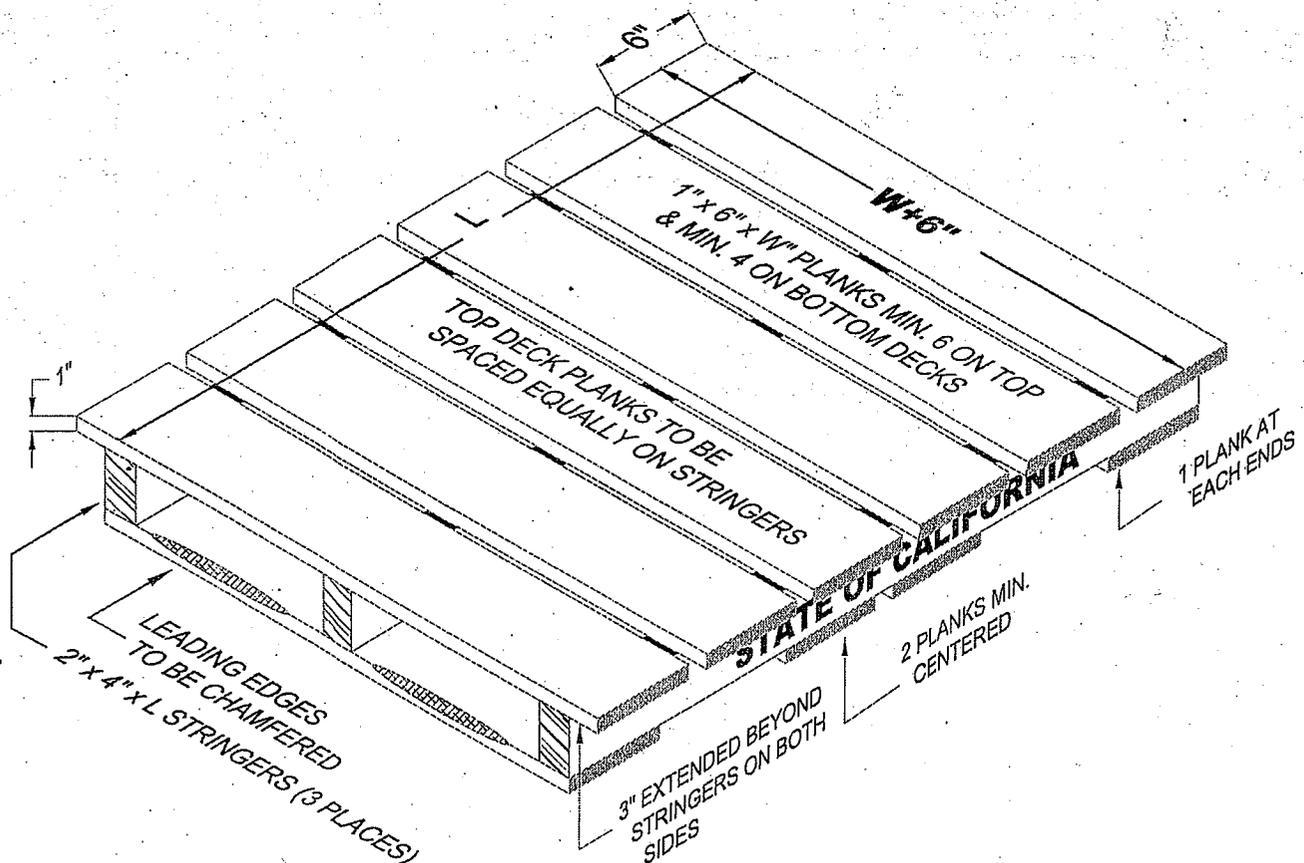
When specifically requested by the user, pallets may be manufactured using pine, oak or ash woods.

3.3 Construction

Pallet type and construction shall comply with Specifications and Grades, NWPCA. The pallets shall be Grade "Quality" (QAL).

The decking shall be secured with 3 nails or screws at each surface of contact with the stringer. Nails shall not be within ½ inch of deck-board edges or another nails.

All leading and outside edges of the bottom deck shall be chamfered. The chamfers shall be at least 12 inches long and shall be cut on an approximate 35 degree angle to the face so as to leave an edge adjacent to the chamfer not less than ¼ inch nor more than ½ inch from the outer



**FIG. 2 - TYPE 4
SINGLE WING WOODEN PALLET**

edge of the deck-board. The chamfer shall extend to within 3 inches of the stringers. Pallet configuration shall comply with table below.

COMMONLY USED PALLET TYPES & SIZE			
SIZE	TYPE	TOP DECK	BOTTOM DECK
1	2 (Fig. 1)	42"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width	42"L x 36"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers Two at center of the stringers
2	2 (Fig. 1)	42"L x 42"W Six 1" x 6" x 42" deck-boards, spaced evenly along the pallet width	42"L x 42"W Min. Four 1" x 6" x 42" boards. One placed each end of the stringers Two at center of the stringers
3	2 (Fig. 1)	44"L x 44"W Six 1" x 6" x 44" deck-boards, spaced evenly along the pallet width	44"L x 44"W Min. Four 1" x 6" x 44" boards. One placed each end of the stringers Two at center of the stringers(Fig. 1)
4	2 (Fig. 1)	45"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width	45"L x 36"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers Two at center of the stringers
5	2 (Fig. 1)	46"L x 44"W Six 1" x 6" x 44" deck-boards, spaced evenly along the pallet width	46"L x 44"W Min. Four 1" x 6" x 44" boards. One placed each end of the stringers Two at center of the stringers
6	2 (Fig. 1)	48"L x 48"W Six 1" x 6" x 48" deck-boards, spaced evenly along the pallet width	48"L x 48"W Min. Four 1" x 6" x 48" boards. One placed each end of the stringers Two at center of the stringers
Note: SIZE 1, TYPE 4 - has a single wing applied to top deck.			
1	4 (Fig. 2)	42"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width with 3" wings extending beyond the stringers outboard faces	42"L x 30"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers, Two at center of the stringers

4 SAMPLING AND INSPECTION

This commodity will be sampled and inspected for compliance to this specification as deemed necessary. Sampling and inspection by attributes will be in accordance with ANSI/ASQ Z1.4 1993, Sampling Procedures and Tables for Inspection by Attributes. An inspection lot is defined as one delivery to one agency at one time.

4.1 Workmanship

The pallets shall be free from defects as outlined under Grade "Quality" (QAL) in the "Specifications and Grades", NWPCA.

5 MARKING

Each pallet shall be marked (two places), "STATE OF CALIFORNIA". Marking shall be easily readable, in black letters and on outboard faces of stringers.

Recycled-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see back for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor's Name WESTERN LAW ENFORCEMENT PRODUCTS Date 11/29/06
 Address 2347 FAIRVIEW PLICE, FAIRFIELD, CA 94534 Phone 707 428-5168
 Fax 707 428-5169 E-mail joyceb@comcast.net Website _____

Purchase Order #:	Product Manufacturer:	Product Description / Brand:	¹ Percent Postconsumer Material:	² SABRC Product Category Code:	Meets SABRC
1	Winchester	AMMUNITION	10	11	✓
2	Winchester	AMMUNITION	10	11	✓
3	Winchester	AMMUNITION	10	11	✓
4	Winchester	AMMUNITION	10	11	✓
5	Winchester	AMMUNITION	10	11	✓
6	Winchester	AMMUNITION	10	11	✓
7	Winchester	AMMUNITION	10	11	✓

Public Contract Code sections 12205 (a)(1), (2), and (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Joseph Joyce Joseph Joyce WESTERN LAW ENFORCEMENT 11/29/06
 Print Name Signature Company Date

(See footnotes on the back of this page.)

STATE OF CALIFORNIA
 California Integrated Waste Management Board
 CIWMB 74 (Revised 8/06 for State Agencies)

To be completed by the State agency	
State Agency	
Purchasing Agent:	PO #:
Phone:	E-mail:

Recycled-Content Certification

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see back for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor's Name All State Police Equipment Co. Date 11-28-06
 Address PO Box 40 0 Claremont CA 91711 Phone 909 596-2470
 Fax 909 596-3246 E-mail Kerth@allstatepolice.com Website _____

Purchase Order #:	Product Manufacturer:	Product Description / Brand:	¹ Percent Postconsumer Material:	² SABRC Product Category Code:	Meets SABRC
<u>55472</u>	<u>Remington</u>	<u>Ammunition 28399</u>	<u>0</u>		
	↓	↓	<u>23711</u>	<u>0</u>	
			<u>29442</u>	<u>0</u>	
			<u>29432</u>	<u>0</u>	
			<u>29424</u>	<u>0</u>	

Public Contract Code sections 12205 (a) (1), (2), and (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

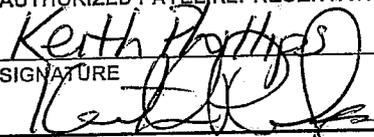
Kerth Phillips Kerth Phillips All State Police Equipment 11-28-06
 Print Name Signature Company Date

(See footnotes on the back of this page.)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD: 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.												
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <i>All State Police Equipment Co.</i>												
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS <i>keith@allstatepolice.com</i>										
	MAILING ADDRESS <i>PO Box 40</i>		BUSINESS ADDRESS <i>2821 Metropolitan Place</i>										
	CITY, STATE, ZIP CODE <i>Claremont CA 91750</i>		CITY, STATE, ZIP CODE <i>Pomona CA. 91767</i>										
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <i>331-0470665</i>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.										
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>												
	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS												
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.												
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.												
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) <i>Keith Pythias</i>		TITLE <i>Sales</i>										
	SIGNATURE 		DATE <i>11-29-06</i>										
			TELEPHONE <i>908.596-2470</i>										
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____												

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1 INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2 PAYEE'S LEGAL BUSINESS NAME (Type or Print)
 WESTERN LAW ENFORCEMENT PRODUCTS INC.

SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) **E-MAIL ADDRESS**

MAILING ADDRESS **BUSINESS ADDRESS**
 2347 FAIRVIEW PLACE

CITY, STATE, ZIP CODE **CITY, STATE, ZIP CODE**
 FAIRFIELD, CA 94534

3 ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 20-4915547

PARTNERSHIP **ESTATE OR TRUST**

CORPORATION:
 MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
 LEGAL (e.g., attorney services)
 EXEMPT (nonprofit)
 ALL OTHERS

INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER: [][]-[][]-[][][][][][]

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4 PAYEE RESIDENCY STATUS

California resident - Qualified to do business in California or maintains a permanent place of business in California.

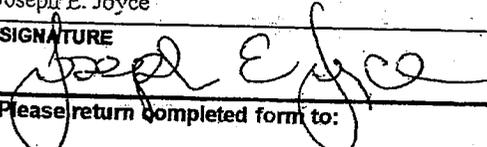
California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

No services performed in California.
 Copy of Franchise Tax Board waiver of State withholding attached.

5 I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)
 Joseph E. Joyce

TITLE
 President

SIGNATURE **DATE** **TELEPHONE**
 _____ (707) 428-5168

6 Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: (____) _____ **Fax:** (____) _____

E-mail Address: _____