



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****NON-MANDATORY****

CONTRACT NUMBER:	1-08-13-04B
DESCRIPTION:	Less Lethal Police Equipment
CONTRACTOR(S):	Safariland LTD
CONTRACT TERM:	07/01/2008 through 06/30/2010
DISTRIBUTION LIST:	Posted Electronically at http://www.pd.dgs.ca.gov/contracts/13-04.htm
STATE CONTRACT ADMINISTRATOR:	Julie Matthews (916) 375-5918 julie.matthews@dgs.ca.gov

ORIGINAL SIGNED

Jim Butler, Deputy Director

Date: _____

Contract (Non-Mandatory) 1-08-13-04B Contract Notification and User Instructions

1. SCOPE

The State's contract with Safariland (contractor) provides less lethal police equipment at contracted pricing to the State of California and participating local governmental agencies in accordance with the requirements of Contract # 1-08-13-04B. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of contracted less lethal police equipment items to the State.

The contract term is for two (2) years with an option to extend the contract for an additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

- A. The use of this contract is non-mandatory for all State Departments. Local governmental agencies are also eligible to utilize the contract.
- B. Local governmental agency use of this contract is optional. 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 acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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. 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 adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of this contract.
- C. 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 State Contract Manual Volume 2 and 3, as applicable.
- D. Prior to placing orders against this contract, State departments must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of the 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 <http://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.
- E. All ordering departments (State and local) are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following:
 - State Department
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

Contract (Non-Mandatory) 1-08-13-04B Contract Notification and User Instructions

DGS Billing Code Contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

3. DGS ADMINISTRATIVE FEES

The DGS will bill each ordering department 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.

For current fees, click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator: Julie Matthews
Address: DGS/Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (916) 375-5918
Facsimile: (916) 375-4613
E-Mail: julie.matthews@dgs.ca.gov

Contractor: Safariland LTD
Contract Administrator: Todd Mackler
Address: 1385 Calle Avanzado
San Clemente, CA 92673
Telephone: (949) 369-8181
Facsimile: (949) 369-8185
E-Mail: tmackler@rmmccarthy.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering departments and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering departments must complete and submit a Supplier Performance Report Form, via email or facsimile, to the State Contract Administrator identified in Article 4. The ordering department should include all relevant information and/or documentation (i.e. Purchase documents, correspondence, etc.).

The Supplier Performance Report Form is located at:
<http://www.documents.dgs.ca.gov/pd/contracts/FORMS/SupplierPerformanceReport.doc>.

Contract (Non-Mandatory) 1-08-13-04B
Contract Notification and User Instructions

6. CONTRACT PRICING

All product and pricing information is listed on Attachment A, Contract Pricing. The contract line items are categorized under six (6) groups:

Group	Category Name
A	Agents-CN/CS
B	Agents-Inert
C	Agents-OC
I	Impact
L	Diversionsary
O	Pyro CN/CS/Smoke

7. SPECIFICATIONS

All products delivered must be the brand/model as identified in Attachment A. Products shall be fully warranted to be free from defects in materials and workmanship for a minimum of one (1) year from the date of delivery.

8. PURCHASE EXECUTION

- A. State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

- B. Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). Note: The contractor will not accept purchase documents from local agencies without a State issued billing code.

- C. All ordering departments will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

Contract (Non-Mandatory) 1-08-13-04B
Contract Notification and User Instructions

9. ORDERING PROCEDURE

Ordering departments are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The ordering information for the contractor is listed below:

U.S. Mail	Facsimile	Email
Safariland LTD 1385 Calle Avanzado San Clemente, CA 92673	(949) 369-8185	tmackler@rmmccarthy.com

When using any of the ordering methods, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

The minimum order shall be \$100.00.

Exception: Orders for Group O items shall be \$500.00 at a minimum.

11. ORDER ACKNOWLEDGEMENT

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Unique Order/Tracking Number
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY SCHEDULES

Delivery is to be completed in full within forty-five (45) days after receipt of order (ARO).

Exception: For Group L only, delivery is to be completed in full within forty-five (45) days after approval from Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE).

Delivery shall be made to any State department or local agency within California. 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 Monday through Friday, 10:00 AM to 4:00 PM.

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries throughout the California State Prison system. The contractor must contact the individual agency for specific clearance procedures, as these procedures may vary from facility to facility.

Contract (Non-Mandatory) 1-08-13-04B
Contract Notification and User Instructions

Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in the 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".

13. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's 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 organization, except the responsibility for latent defects, fraud, and the warranty obligations.

14. SHIPPED ORDERS

All shipments must comply with General Provisions, Paragraph 12 entitled "Packing and Shipment" (available at <http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>) except as noted below:

A. Manuals:

A copy of the operating manual (storage and/or handling precautions), material data safety sheets (where applicable), and/or service manual shall be furnished at the time of delivery. If there are any special tools required for normal operation, one (1) set shall be provided. All manuals and instructions shall be in the English language.

B. Palletization:

All pallets employed in the delivery of goods shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards. Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets.

C. Packaging and Packing:

All hazardous material packaging shall comply with the Code of Federal Regulations (CFR), Federal Hazardous Materials Transportation Law, Hazardous Materials Regulations, Packaging Requirements (49 CFR Parts 173, 178, 179, and 180.)

Unless otherwise specified, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving activity for storage. Shipping containers shall be in compliance with National Motor Freight Classification and Uniform Freight Classification (issue in effect at time of shipment).

D. Marking:

Each shipping case or shipping unit shall clearly indicate the manufacturer or supplier, a complete description including size and quantity, manufacturer's product code number (if applicable) and net weight.

E. Material Safety Data Sheet

Product Material Safety Data Sheets must be supplied to each ordering department at time of delivery.

The Material Safety Data Sheet will list the manufacturer's name and address, the name, chemical and physical properties of the material, and the potential hazards, safeguards and procedures to follow in case of accident or overexposure.

Contract (Non-Mandatory) 1-08-13-04B
Contract Notification and User Instructions

15. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

16. PAYMENT

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

17. PAYEE DATA RECORD

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

18. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. Ordering departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Safariland LTD	17110861

19. RECYCLED CONTENT

There is no recycled content for this contract.

20. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business/disabled veteran business enterprise participation for this contract.

21. ATTACHMENTS

- Attachment A – Contract Pricing

CONTRACT PRICING

LINE NO.	UNIT	DESCRIPTION	BRAND / MODEL	UNIT PRICE
GROUP A: Agents-CN/CS				
1	EA	CN 12 Gauge Barricade/Ferret Liquid	DT-3011	5.20
2	EA	CN 12 Gauge Barricade/Ferret Powder	DT-3091	5.20
3	EA	CS 12 Gauge Barricade/Ferret Liquid	DT-3012	5.20
4	EA	CS 12 Gauge Barricade/Ferret Powder	DT-3092	5.20
5	EA	CS 40 mm Barricade/Ferret Liquid	DT-1262	19.20
6	EA	CS 40 mm Barricade/Ferret Powder	DT-1292	19.20
GROUP B: Agents-Inert				
7	EA	Inert 12 Gauge Barricade/Ferret Liquid	DT-3013	4.75
8	EA	Inert 12 Gauge Barricade/Ferret Powder	DT-3093	4.75
9	EA	Inert 40 mm Barricade/Ferret Liquid	DT-1263	17.65
10	EA	Inert 40 mm Barricade/Ferret Powder	DT-1293	17.55
11	EA	MK-3 Streamer Inert	DT-5139	7.75
12	EA	MK-4 Streamer Inert	DT-5149	9.00
13	EA	MK-9 Streamer Inert	DT-5199	24.45
GROUP C: Agents-OC				
14	EA	OC 12 Gauge Barricade/Ferret Liquid	DT-3010	5.20
15	EA	OC 12 Gauge Barricade/Ferret Powder	DT-3090	5.20
16	EA	OC 37 mm Muzzle Blast	DT-1140	34.35
17	EA	OC 40 mm Barricade/Ferret Liquid	DT-1260	19.60
18	EA	OC 40 mm Barricade/Ferret Powder	DT-1290	19.20
19	EA	OC 40 mm Muzzle Blast	DT-6040	20.15
GROUP I: Impact				
71	EA	12 Gauge Breaching Round	DT-3105	5.25
72	EA	12 Gauge Drag stabilized "Bean-bag"	DT-3027	4.75
73	EA	37 mm Foam Baton 5 Projectiles	DT-1178	17.35
74	EA	37 mm Rubber Baton 5 Projectiles	DT-1177	17.35
75	EA	37 mm Stinger, .60 caliber pellets (8-inch)	DT-1199	15.20
76	EA	37 mm Wood Baton 5 Projectiles	DT-1176	15.80
77	EA	40 mm Foam Baton 3 Projectiles	DT-6099	19.00
78	EA	40 mm Rubber Baton 3 Projectiles	DT-6064	19.00
79	EA	40 mm Sponge Round	DT-6325	22.00
80	EA	40 mm Sponge Reload Sighting Round - Launch Cartridge	DT-65006	1.65
81	EA	40 mm Sponge Reload Sighting Round - Projectile	DT-408200	1.40
82	EA	40 mm Sponge Reload Sighting Round - Shell Case	DT-400220	4.65
83	EA	40 mm Stinger 60 caliber pellets	DT-6097	19.50
84	EA	40 mm Wood Baton 3 Projectiles	DT-6098	17.85
85	EA	40mm Sponge Reload Kit	DT-6529	900.00

LINE NO.	UNIT	DESCRIPTION	BRAND / MODEL	UNIT PRICE
GROUP L: Diversionary				
91	EA	Light Sound Diversionary Device, Single Use, Steel Body	DT-7001NR	31.15
92	EA	Stingball Grenade w/.32 cal pellets (No Chemical Agents)	DT-1090	34.35
GROUP O: Pyro CN/CS/SMOKE				
98	EA	CN Baffled Flameless Tri-Chamber Grenade	DT-1031	32.15
99	EA	CN Pocket/Tactical Grenade	DT-1015	20.85
100	EA	CN 37 mm Long Range	DT-1181	18.80
101	EA	CN 37 mm Short Range	DT-2001	19.70
102	EA	CN Ball Grenade (Han-/Rubber)	DT-1091	26.55
103	EA	CN Continuous Discharge Grenade/Spede heat	DT-1071	27.65
104	EA	CN Triple Phaser Grenade	DT-1025	36.50
105	EA	CS 37 mm Long Range	DT-1182	16.45
106	EA	CS 37 mm Short Range	DT-2002	19.70
107	EA	CS 37 mm Skat-shell / Multi-Shell	DT-1172	23.65
108	EA	CS Ball Grenade (Han/Rubber)	DT-1092	25.15
109	EA	CS Continuous Discharge Grenade/Spede heat	DT-1072	25.50
110	EA	CS Flameless Expulsion Grenade	DT-2042	32.95
111	EA	CS Triple Phaser Grenade	DT-1026	35.00
112	EA	Smoke 37 mm Short Range	DT-2003	18.60
113	EA	Smoke Ball Grenade (Han-/Rubber)	DT-1093	24.35
114	EA	Pyrotechnic Baffled Flameless Tri-Chamber Grenade CS	DT-1032	32.15
115	EA	Pyrotechnic Pocket/Tactical Grenade CS	DT-1016	19.15
116	EA	Pyrotechnic Pocket Grenade Smoke	DT-1017	18.60
117	EA	Pyrotechnic Smoke Grenade Blue	DT-1064	41.30
118	EA	Pyrotechnic Smoke Grenade Green	DT-1065	41.30
119	EA	Pyrotechnic Smoke Grenade Orange	DT-1066	41.30
120	EA	Pyrotechnic Smoke Grenade Red	DT-1067	41.30
121	EA	Pyrotechnic Smoke Grenade Violet	DT-1068	41.30
122	EA	Pyrotechnic Smoke Grenade White	DT-1083	24.35
123	EA	Pyrotechnic Smoke Grenade Yellow	DT-1069	41.30