



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

State of California  
**STATEWIDE CONTRACT  
USER INSTRUCTIONS**  
MANDATORY

**Supplement 2**  
*(Incorporates Supplements 1 – 2)*

ISSUE AND EFFECTIVE DATE: 06/15/2019  
CONTRACT NUMBER: 1-18-84-07  
DESCRIPTION: Body Armor  
CONTRACTOR: Safariland, LLC  
CONTRACT TERM: 07/23/2018 through 07/20/2021  
STATE CONTRACT ADMINISTRATOR: Denelle Scott  
916-375-4492  
[denelle.scott@dgs.ca.gov](mailto:denelle.scott@dgs.ca.gov)

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

(<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0401NONIT.pdf>)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

**ORDER PLACEMENT INFORMATION**

ORDER PLACEMENT INFORMATION		
<b>Mailing Address:</b> Safariland, LLC 3120 East Mission Blvd. Ontario, CA 91761	<b>Fax/Email:</b> Fax: (800) 724-6845 Email: <a href="mailto:ca.contract@safariland.com">ca.contract@safariland.com</a>	<b>Contact Information:</b> Safariland, LLC Mary Bateman  Phone: (916) 371-8884 Email: <a href="mailto:mary.bateman@safariland.com">mary.bateman@safariland.com</a>

\_\_\_\_\_  
Denelle Scott, Contract Administrator

Date: \_\_\_\_\_

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**All changes to most recent Supplement are in *bold red italic*. Additions will be enclosed in asterisks; deletions will be enclosed in brackets.**

**SUMMARY OF CHANGES**

<b>Supplement No.</b>	<b>Description/Articles</b>	<b>Supplement Date</b>
<b><i>2</i></b>	<p><b><i>Article 10 – Offer Format has been added. Subsequent Article #'s have changed accordingly.</i></b></p> <p><b><i>Article 18.A – Fittings. Language has been modified.</i></b></p> <p><b><i>Article 30.B – Cal-Card Use. Language has been modified to allow for cal-card use.</i></b></p> <p><b><i>Article 31 – Cal-Card Invoicing has been added. Subsequent Article #'s have changed accordingly.</i></b></p> <p><b><i>Article 37 – Bidder Declaration/Commercially Useful Function (CUF) has been added. Subsequent Article #'s have changed accordingly.</i></b></p>	<b><i>6/15/2019</i></b>
1	*Attachment A – Contract Pricing, revised 8/1/2018*	8/1/2018

**All other terms and conditions remain the same.**

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## 1. SCOPE

The State's contract with Safariland, LLC (Contractor) provides body armor and body armor accessories at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-18-84-07. 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 body armor and body armor accessories to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) 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. State Departments

- The use of this contract is mandatory for all State of California departments in accordance with California Penal Code §31315 and California Penal Code §12368.

California Penal Code §31315 states: "Before any body armor may be purchased for use by state peace officers, the Department of Justice, after consultation with the Department of the California Highway Patrol, shall establish minimum ballistic performance standards, and shall determine that the armor satisfies those standards."

California Penal Code §12368 states: "All purchases of certified body armor under the provisions of this chapter shall be made by the Department of General Services on behalf of an authorized state agency or department."

If a state department requires body armor not currently available under this contract, the department must submit a request to the State Contract Administrator (CA) to purchase alternate body armor. The CA will then coordinate with the Department of Justice to conduct the procurement on behalf of the state department. Any purchases that do not follow this procedure are in direct conflict with the California Penal Codes listed above and will be considered an illegal purchase.

- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California

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Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.

- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. 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 an application at [Purchasing Authority Application](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Obtain-Purchasing-Authority>) or may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

**B. Local Governmental Agencies**

- 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, Section 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 the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

**C.** Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

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**3. DGS ADMINISTRATIVE FEES**

A. State Departments

The DGS will bill each State 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.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**4. SB/DVBE OFF-RAMP PROVISION**

There is no SB/DVBE off ramp associated with this contract.

**5. EXEMPT PURCHASES**

There are no exempt purchases associated with this contract.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor 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 agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 28, Contract Administration. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

**7. CONTRACT ITEMS**

This contract contains two (2) price structures. Pricing for all body armor vest types, trauma plates, and additional options/fees listed below are fixed for the contract term unless a price increase is granted. Pricing for the body armor vest types is listed on Attachment A – Contract Pricing. Pricing for the associated body armor accessories is a

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discount off catalog pricing. All body armor accessories will be available with a 45% discount off catalog price.

The following body armor contract items are as follows:

Body Armor and Carriers:

- Ballistic IIIA Body Armor with Carrier (three (3) variations)
- Ballistic IIIA Female Body Armor with Carrier (three (3) variations)
- Ballistic II Body Armor with Carrier
- Ballistic II Female Body Armor with Carrier
- Stab/Spike 3 Body Armor with Carrier
- Combination (Ballistic IIIA Stab/Spike 3) Body Armor with Carrier
- Load Bearing Vest
- Plate Rack System
- Plate Carrier System Level III
- Plate Carrier System Level IV
- Overt Carrier

Trauma Plates:

- Soft Trauma Plates
- Hard Trauma Plates

Additional Options/Fees:

- Printing Fees
- Fitting Reschedule Fee
- Fitting Certification Training Course (available to State Departments only)

Catalog Discount:

- Discount off list price for all accessory items for the various body armor types being purchased as well as other ballistic protective gear and non-specified tactical and non-concealable carriers available in the Contractor's commercially available catalog (not to include body armor plates).

Contract items are further defined as follows (refer to Attachment A for pricing):

A. Custom Fit body armor is custom fit to an individual end user. Measurements/fittings may be made by:

- The Contractor in accordance with Article 18A; or
- Agency personnel who have been authorized (through a Fitting Certification Training course) to perform fittings on the Contractor's behalf in accordance with Article 17B.

Body armor is to be in accordance with appropriate Attachment B – State of California Specifications. Each set of body armor includes one (1) standard carrier.



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Product technical information (model name, warranty, etc.) is listed on Attachment C – Product Information.

Note: Ordering agencies may not order Contract Items 2A, 4A, 6A, 2B, 4B, 6B, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, or 2L unless personnel have been certified through the Fitting Certification Training course (Article 18B).

**B. Pooled Body Armor:**

Pooled body armor is industry standard sized armor (Small, Medium, Large etc.). Pooled body armor is not designed to fit one particular person. Each vest shall be clearly marked with the size on both the panels and the carrier. Body armor information (model name, warranty, etc.) is listed on Attachment B – Product Information.

**C. Replacement Carriers**

Each set of body armor includes one (1) standard carrier. Ordering agencies may purchase replacement (additional) carriers from the Contractor. The replacement carrier must be identical to the carrier supplied with the original set of body armor. Replacement carrier information (model name, warranty, etc.) is listed on Attachment C – Product Information.

**D. Tactical Carriers**

Ordering agencies may purchase the Body Armor Tactical Carriers meeting Attachment B – State of California Bid Specifications. Tactical Carrier information (model name, warranty, etc.) is listed on Attachment C – Product Information.

All non-specified tactical carriers can be purchased through the Contractor's commercially available catalog (see Article 7G, Catalog Items).

**E. Trauma Plates**

Manufacturer standard soft and hard trauma plates are available to all users of this contract. Orders for trauma plates must be specified on the individual agency order. Soft and Hard Trauma Plate information (model name etc.) is listed on Attachment C – Product Information.

**F. Printing**

Printing (i.e. instructor, agency name, SWAT) on non-concealable body armor is available to all users of this contract. Pricing information for printing can be found on Attachment A – Contract Pricing.

Note: Printing requests must be specified as a separate line item on the ordering agency's purchase document.

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**G. Catalog Items**

Tactical and non-concealable carriers and any body armor accessories listed in the Contractor's commercially available catalog are available to all users of this contract at a discount off catalog list price. Tactical and non-concealable carriers and body armor accessories must be supplied as specified on the ordering agency's purchase document. The catalog discount is specified on Attachment A – Contract Pricing.

Note: the only products available for purchase from the Contractor's commercially available catalog shall be accessory items for the various body armor types being purchased as well as other ballistic protective gear. Only equipment directly related to the body armor or ballistic/stab/spike protection is covered. Ordering agencies may not purchase other items listed in the catalog through this contract.

Catalogs will be made available to all agencies upon written request (email or facsimile) to the following contact:

Contact	Phone	Email
Mary Bateman	(916) 371-8555	<a href="mailto:mary.bateman@safariland.com">mary.bateman@safariland.com</a>

**8. SPECIFICATIONS**

All products listed on Attachment A – Contract Pricing, must conform to Attachment B – State of California Bid Specifications.

**9. CUSTOMER SERVICE**

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Sonia Vasquez	(909) 673-1254	<a href="mailto:ca.contract@safariland.com">ca.contract@safariland.com</a>

**10. OFFER FORMAT**

*\*The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format for non-core catalog accessories only. Quotes for Contract Core items are not required. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires*

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*submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:*

- *Contractor letterhead*
- *Offer/Quote "prepared by" name and contact information*
- *Offer/Quote number*
- *Date of Offer/Quote*
- *Ordering agency name*
- *Ordering agency contact person*
- *Contract number*
- *Contract expiration date*
  - *Table consisting of:*
  - *Contract Line Item Number*
  - *Quantity*
  - *Core/Non-Core (Y/N)*
  - *Description of Item*
  - *Manufacturer's Part Number/SKU*
  - *MSRP/Index Price*
  - *Contract Discount*
  - *Contract Unit Price*
  - *Extended Price (Quantity x Contract Price)*
  - *Subtotals of taxable and non-taxable items*
  - *Rate and calculated tax*
  - *Applicable fees*
  - *Grand total\**

## **11. PRODUCT SUBSTITUTIONS**

Products and configurations meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for refresh as models are discontinued, cease production, or model changes due to new NIJ standards. The refresh must be approved by the CA prior to being available on this contract. These changes will be made in the form of a contract supplement, and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the DGS-PD State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension(s), including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the common configurations

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to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the discretion of the State.

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), section 16 entitled "Substitutions".

## **12. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the CA of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor Refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

## **13. PURCHASE EXECUTION**

### **A. State Departments**

#### **1) Std. 65 Purchase Documents**

State departments not transacting in FISCAL 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](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD 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)

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- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

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).

**14. MINIMUM ORDER**

There is no minimum order for this contract.

**15. ORDERING PROCEDURE**

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

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Safariland, LLC 3120 East Mission Blvd. Ontario, CA 91761	Facsimile: (800) 724-6845	Email: <a href="mailto:ca.contract@safariland.com">ca.contract@safariland.com</a>

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

## 16. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

## 17. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within one (1) business day of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Anticipated Fitting Date (if applicable)
- Anticipated Delivery Date

## 18. FITTINGS

### A. Contractor-Performed Fittings:

For custom-fit vest orders, the Contractor will be required to perform custom fittings at State or local agency within 15 calendar days after receipt of order (ARO) **\*or as determined by mutual agreement between ordering agency and Contractor.** \* Any refitting must also occur within 15 calendar days, **\*or by mutually agreed to schedule\***, after agency request. Locations of the fittings are to be specified by the ordering agencies on individual purchase documents.

The contractor must schedule fittings during normal business hours and coordinate measuring with the location contact specified on the individual purchase document. The Contractor will be allowed reasonable access in order to maximize the measurement process to accommodate as many officers and/or staff as possible in any one location. All cost associated with this task are solely the responsibility of the Contractor.

The Contractor will provide one (1) make-up day to size end users that did not attend the initial scheduled sizing. If the Contractor is requested to size end users that did not

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attend the make-up date, the ordering agency will be assessed a fitting reschedule fee. Fitting reschedule fee is identified on Attachment A – Contract Pricing.

Late fittings due to agency delays must be documented by the agency and/or Contractor in writing and sent to the CA.

**B. Agency-Performed Fittings (Fitting Certification Training Course):**

State departments will have the option to order Fitting Certification Training to have the Contractor authorize and certify State department personnel to perform fittings on the Contractor's behalf.

Note: Fitting Certification Training shall only be available to State of California departments.

**1. Training Requests:**

State departments may request Fitting Certification Training courses by submitting a completed Training Request Form (Attachment D) directly to the contractor.

Location of the training (any State facility within the State of California) and number of participants per course (minimum of 10 and maximum of 30) are to be specified by the ordering department.

The Contractor must coordinate the training course details such as dates, times, room location etc. with the location contact specified on the form. Fitting Certification Training shall take place within 30 calendar days of receipt of Training Request Form.

**2. Certification:**

Upon completion of the Fitting Certification Training, participants who have passed the course will receive:

- A certificate from the Contractor authorizing the participant to perform fittings; and
- Authorized Fitting Measurement Forms

The Contractor shall have the sole right to pass or fail any State personnel attending the Fitting Certification Training. The Contractor shall maintain a listing of individuals that have passed the training course and are certified to perform fittings. The listing shall be available to the CA upon request. Fitting Certification shall be valid through the contract term and cannot be applied to any other contract.

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3. Ordering:

Only personnel, which have passed the Fitting Certification Training Course and received certification from the Contractor, will be authorized to measure on behalf of the Contractor for orders placed under this contract.

Once the certified personnel have performed the fitting, the ordering department may submit a purchase order with completed fitting measurement form(s). Orders for body armor with agency-performed fittings that are submitted without appropriate documentation shall be rejected by the Contractor.

**19. OUT OF STOCK REMEDY**

Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request back order
- Cancel the item from the order with no penalty

Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

**20. DISCONTINUED ITEM REMEDY**

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 11, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the CA.

**21. DELIVERY SCHEDULES**

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.



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**B. Schedule**

Delivery of ordered product shall be completed in full within 45 days after receipt of an order (ARO). This timeframe includes custom fittings performed by the contractor per Article 18.A. Partial deliveries can be made for orders greater than 100 vests. A partial delivery is defined as a minimum of 25 vests and must be delivered within 45 calendar days ARO; the remaining product shall be delivered within 90 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

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 PT.

**C. Security Requirements**

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

**22. 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.

**23. PALLETS**

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets 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. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

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**24. SHIPPED ORDERS**

All shipments shall be in accordance with the General Provisions, section 12 entitled “Packing and Shipment”.

**25. PACKING, PACKAGING, AND MARKING**

A. Owner Instructions

Owner Instructions shall be accompanied with each set of body armor at the time of delivery. The instruction shall at minimum include care/storage instruction, proper use/fit, inspection for damage, warranty information. All instruction shall be in the English language.

B. Packing, Packaging and Marking

Body armor shall be individually packaged in a suitably closed, clear plastic bag or container. Each bag or container must be labeled with the following information at a minimum:

- Name of User,
- Vest Serial Number(s),
- Model Number Manufacture Date,
- Lot Number
- Size

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Number of parcels
- Destination
- All information contained on the packing label

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name

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**26. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

**27. INSPECTION AND ACCEPTANCE**

In accordance with the General Provisions, unless otherwise noted in the ordering agency’s SOW, rejection of deliverables must be processed within 30 days of delivery or it shall be deemed as accepted by the State.

**28. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

<b>Administrator Information</b>	<b>DGS-PD (State Contract Administrator)</b>	<b>Safariland, LLC (Contractor)</b>
<b>Contact Name:</b>	Denelle Scott	Mary Bateman
<b>Telephone:</b>	(916) 375-4492	(916) 371-8884
<b>Facsimile:</b>	(916) 375-4613	(916) 371-8555
<b>Email:</b>	<a href="mailto:denelle.scott@dgs.ca.gov">denelle.scott@dgs.ca.gov</a>	<a href="mailto:mary.bateman@safariland.com">mary.bateman@safariland.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Denelle Scott 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Safariland, LLC Attn: Mary Bateman 3120 East Mission Blvd. Ontario, CA 91761

**29. 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

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- Totals for each order

### 30. PAYMENT

#### A. Terms

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, et 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.

#### B. CAL-Card Use

~~**[Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.]**~~

***\*State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 13, Purchase Execution and must include all required documentation applicable to the purchase.***

***The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase. \****

#### C. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

#### D. 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. State departments should contact the Contractor for copies of the Payee Data Record.

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**31. CAL-CARD INVOICING**

***\*All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 29, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state “paid by CAL-Card”.***

***This website contains additional information regarding DGS-PD’s CAL-Card program (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).***\*

**32. CALIFORNIA SELLER’S PERMIT**

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2.

<b>Contractor Name</b>	<b>Seller Permit #</b>
Safariland, LLC	101-230140

**33. WARRANTY**

The Contractor must honor all manufacturers’ warranties and guarantees from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure.

Armor panels shall be fully warranted to be free from defects in materials and workmanship for a minimum of five (5) years from the date of the purchase. All authorized distributors/dealers of the body armor shall honor this warranty.

Carriers shall be fully warranted to be free from defects in materials and workmanship for a minimum of one (1) year from the date of manufacturer. All authorized distributors/dealers of the body armor shall honor this warranty.

All body armor and carrier warranty information is listed on Attachment B – Product Information.

**34. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that body armor and body armor accessory products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State. Contractors may use parts that are equal in performance to new

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parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.

**35. RECYCLED CONTENT**

There is no recycled content associated with this contract.

**36. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Safariland, LLC	Prime	None	NA	NA
DirectGov Source	Subcontractor	2000192	0.5%	NA
LC Action Police Supply, LTD	Subcontractor	1017260	0.5%	NA

State departments shall confirm with the Contractor the exact percentage amount of SB participation for each individual order.

**37. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)**

***\*The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file. \****

**38. TAKE BACK/END OF LIFE MANAGEMENT**

This contract includes an Armor Disposal and Recycling Program which provides for destruction of body armor, carriers, and plates that are beyond their useful life. The Armor Disposal and Recycling Program is for vests purchased under Contract 1-18-84-07 and any other state-owned vests that have reached the end of their useful life during the contract term. This program is available to all State departments and local agencies and is offered at no cost to the state including all costs for transportation, labor, vest destruction, waste management, certification, and reporting.

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A. Program Rules

Vest Pick-Up will be as follows:

- 100 vests or greater – Vests will be picked up from the agency’s facility by the contractor’s designated carrier within 30 calendar days.
- Under 100 vests – Vests will be picked up from the agency’s facility by the contractor’s designated carrier within 90 calendar days.

B. Program Instructions

- Agencies must complete Attachment E – Disposal Request Form and fax or email to the Armor Disposal and Recycling Program Coordinator below.
- Upon receipt of the form, the contractor will provide the requesting department contact with a written acknowledgement via fax or email within five (5) working days containing the Return Material Authorization (RMA) number and the pick-up date.
- Each agency shall receive a Certificate of Destruction within 30 days of the date of destruction. The certificate shall include the agency’s name, address, date of removal, and the number of vests destroyed.

Program Coordinator Information		
Contact Name: Renee Dicini	Telephone: (909) 673-1264 Facsimile: (909) 354-3503	Email: <a href="mailto:renee.dicini@safariland.com">renee.dicini@safariland.com</a>

**39. ATTACHMENTS**

- Attachment A – Contract Pricing Revised 08/01/2018
- Attachment B – State of California Bid Specifications
- Attachment C – Product Information
- Attachment D – Training Request Form
- Attachment E – Disposal Request Form