



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

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

CONTRACT NUMBER:	1-16-42-04A
DESCRIPTION:	Self-Contained Breathing Apparatuses Parts and Service (SCBA)-MSA Brand
CONTRACTOR(S):	Bauer Compressors Inc.
CONTRACT TERM:	03/03/2016 through 03/02/2019
STATE CONTRACT ADMINISTRATOR:	John D'Elia (916) 375-4433 John.delia@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.

John D'Elia, Contract Administrator

Date: 3/3/2016

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1. SCOPE

The State's contract with Bauer Compressor Inc. provides MSA brand only Self-Contained Breathing Apparatus (SCBA) parts and service for MSA SCBAs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract 1-16-42-04A. 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 SCBAs parts and accessories for SCBA's, to the State of California, identified in the MSA Fire Service Catalog (2015-2016 pages 1-26 – Attachment C).

The contract term is for three years with an option to extend the contract for two additional one-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. Ordering 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 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 the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at 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, 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 the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:

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- Local governmental agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contact (916) 375-4400

- 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.

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 Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (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

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

5. PURCHASES

Purchasing outside of the cataloged core and non-core parts and services is not allowed.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator (CA) 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 34 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

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7. CONTRACT ITEMS

The contract items are divided into two different categories: Core and Non-Core. The core items are a fixed price and are listed in Attachment A, Pricing Worksheet. The Non-Core items have discounts per the table. The list prices originate from the MSA Price Book with the effective date of January of 2016. The category and discounts are as follows:

Non-core segment I.D.	Group Description	Contract Discount
A1 thru A13	Complete SCBA Systems	40% off list prices
B	Accessories to SCBA	32% off list prices
C	Repair parts for SCBA	32% off list prices
D	Electrical Repair part for SCBA	32% off list prices
E	MSA Gasmask and Parts	32% off list prices

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, are MSA brand specific.

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

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

Tim McGuire
Phone: (925) 449-7210
Fax: (925) 449-7201
Tim.Mcguire@bauersf.com
Bauer Compressors, Inc. Attn: Tim McGuire 267 E. Airway Blvd. Livermore, CA 94551

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog describing the SCBA parts and services is attached (Attachment C).

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11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

There is no pre-order configuration associated with this contract.

12. OFFER FORMAT

There is no specific offer format associated with this contract.

13. ELECTRONIC WASTE RECYCLING FEE

There is no electronic waste recycling fee associated with this contract.

14. PRODUCT SUBSTITUTIONS

All product substitutions must comply with General Provisions (Non-It rev 06/08/2010), Paragraph 16 entitled "Substitutions". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

15. PROMOTIONAL PRICING

Promotional pricing is not applicable to this contract..

16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION

There is no technology certification requirement associated with this contract.

17. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) or the purchase order process from Fi\$cal 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/pd/Forms.aspx> (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

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Note: Purchase orders from the Fi\$cal system may be subject to a variance of the above

2) Blanket Orders

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

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

There are no ARRA provisions in this contract

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).

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

18. MINIMUM ORDER

There is no minimum order for this contract.

19. ORDERING PROCEDURE

A. Ordering Methods:

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	Facsimile	Email
Bauer Compressors, Inc. 267 E. Airway Blvd. Livermore, CA 94551 Attn: Tim McGuire	(925) 449-7201	tim.mcguire@bauersf.com

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

20. 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:

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- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- 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.

21. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within 48 hours 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 Delivery Date

22. 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; or
- 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.

23. 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 14, Product Substitutions/Discontinued Items)
- 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.

24. 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 90 days after receipt of an order (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 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.

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.

25. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

26. 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.

27. PALLETS

There are no pallet requirements associated with this contract.

28. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

29. PACKING SLIP

Packing slip requirements must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

30. 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

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- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

31. HAZARDOUS MATERIALS DOCUMENTATION

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

32. INSTALLATION

There is no installation associated with this contract.

33. INSPECTION AND ACCEPTANCE

Inspection and Acceptance must comply with General Provisions (rev 06/08/2010), Paragraph 17 entitled "Inspection, Acceptance and Rejection". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

34. 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.

Administrator Information	DGS/PD (State Contract Administrator)	Bauer Compressors Inc. (Contractor)
Contact Name:	John D'Elia	Tim McGuire
Telephone:	(916) 375-4433	(925) 449-7210
Facsimile:	(916) 375-4613	(925) 449-7201
Email:	John.delia@dgs.ca.gov	tim.mcguire@bauersf.com
Address:	DGS/Procurement Division Attn: John D'Elia 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Bauer Compressors Inc. Attn: Tim McGuire 267 East Airway Blvd. Livermore, CA 94551

35. RETURN POLICY

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full.

Note: Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost. The Contractor shall provide the CA and/or ordering department(s) a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail.

36. CREDIT POLICY

The Contractor shall offer credit/refund for the following items:

- Items shipped in error
- Items that are returned within 30 calendar days of delivery

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- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. Contractor cannot require the ordering agency to deal directly with the manufacturer.

37. RESTOCKING FEES

There are no restocking fees associated with this contract.

38. 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

39. 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

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 8 (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 1 and 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.

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C. 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.

40. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 38, 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 balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website:
<http://www.dgs.ca.gov/pd/Programs/Leveraged/CALCard.aspx>

41. 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.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Bauer Compressors Inc.	SRCH21-820120

42. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

There are no accessibility requirements associated with this contract.

43. WARRANTY

Warranty requirements must comply with General Provisions (GSPD-401 Non-IT Commodities, rev 06/08/2010) Paragraph 19 entitled "Warranty".

44. QUALITY ASSURANCE GUARANTEES

There are no additional quality assurance guarantees associated with this contract.

45. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product(s) provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will upon the authorized purchaser's request, replace the product(s) at no price. The replacement product(s) will be delivered no later than fifteen (15) working days after the authorized purchaser's request is received by the contractor. Replacement goods cannot be used, refurbished or recycled, and must be of equal or greater value.

46. PRINCIPAL PERIOD OF MAINTENANCE

There is no principle period of maintenance associated with this contract.

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47. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor is attached (Attachment D).

48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

48a. BIDDER DECLARATION/COMMERCIALY USEFUL FUNCTION (CUF)

Bidder Declaration/Comercially Useful Function (CUF) are not applicable to this contract.

49. TAKE BACK/TRADE IN

There is no take back/trade in associated with this contract.

50. ELECTRONIC WASTE RECYCLING

There is no electronic waste associated with this contract.

51. ATTACHMENTS

Attachment A – Pricing Worksheet

Attachment B – 2016 MSA List Price Book

Attachment C – 2015-2016 MSA Fire Service Catalog

Attachment D – Postconsumer-Content Certification (CIWMB 74) REVS 04/07