



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-07-42-04

DESCRIPTION: BREATHING APPARATUS,  
SELF-CONTAINED (SCBA'S)

CONTRACTOR: MALLORY COMPANY

EFFECTIVE DATES: 2/ 1/2007 THROUGH 1/31/2009

SUPERSEDES CONTRACT NO.: 1-04-42-04

AREA: STATEWIDE

DISTRIBUTION: C-42-04

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

\*Food contracts are tax exempt.

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, BRADLEY WATSON 916-375-4463

## Contract (Mandatory): 1-07-42-04

SUPPLIER ID: 753891  
NAME: MALLORY COMPANY  
ADDRESS: 44340 OSGOOD RD  
FREMONT, CA 94539

CONTACT: 408-969-5067 DAVID MARQUART  
FAX NUMBER: 408-988-6623  
TERMS OF PAYMENT: NET - 45 DAYS  
FOB: Destination  
MINIMUM ORDER:

### SCOPE:

This contract covers the estimated two-year requirements of the State of California (and participating local agencies) for Self-Contained Breathing Apparatus (SCBA's). In addition, this contract contains the option of two (2), one (1) year extensions. The State and contractor must agree on the extension via a contract amendment. This is a "Mandatory" contract.

A local agency is any city, county, county district, or other local governmental body or corporation empowered to expend public funds. (Public Contract Code 10298)

NOTE: A State issued billing code must be on purchase orders from local agencies to be accepted.

### ORDERING PROCEDURES:

State agencies will submit orders on a Purchasing Authority Purchase Order (STD 65) directly to the contractor. Local agencies may submit a local Agency Purchase Order directly to the contractor. However, local agencies must obtain a State issued billing code prior to submitting the order.

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

Orders will be submitted by U.S. Mail or fascimile.

### ORDER ACKNOWLEDGEMENT/CONFIRMATION:

Within 48 hours, the contractor must confirm receipt of the STD 65 either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information.

Contractor shall issue unique order numbers to the users of this contract.

### DELIVERY:

Delivery is to be completed in full within 90 calendar days after receipt of order by the contractor.

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 the bid. 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".

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### SHIPPING/PACKAGING:

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

- A. Line Item Description
- B. Quantity Ordered
- C. Quantity Included in Shipment
- D. Unit Price
- E. Number of Parcels
- F. Purchase Order Number
- G. Agency Name and Department
- H. Destination
- I. All Information Contained in 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:

- A. Authorized Purchaser
- B. Address
- C. Department and Floor
- D. Authorized Purchaser Telephone Number

### CONTRACTOR RESPONSIBILITIES:

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.

### Catalog:

In order to meet the individual needs of the State, the contractor is required to provide the State with an established Contractor's commercially available catalog as described.

1. The contractor shall provide customers and contract manager with all updates at least quarterly of prices for new products.
2. The catalog will be provided as a bound document. The catalog shall display for each item:
  - \* Model/Stock Number
  - \* Complete and accurate description of the item
  - \* Color picture of the item
3. Contractor shall supply catalogs at no charge to the State and local governmental agencies for ordering under this contract. The initial distribution of the catalog is anticipated to require up to 200 printed copies. Additional printed catalogs shall be provided upon request.
4. Contractor must notify the contract manager and supply printed copies of any supplements of the catalogs, and also provide additional printed copies upon request for the State.
5. Catalog updates are to be at no additional charge to the State. Upon publishing of new catalogs, contractor shall notify the contract manager and make copies available. Catalogs are not to be updated and republished any more than once per year.

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Established commercially available Catalog Price means the price included in a catalog, Manufacturer's Suggested Retail Price (MSRP) List, schedule or other form that:

1. Is regularly maintained by a manufacturer or contractor
2. Is either published or otherwise available for inspection by customers and/or the general public.
3. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for accessories involved.

### WARRANTY:

Submission of a bid will be the bidder's guarantee that all products all provisions supplied under the contract shall be of design, materials, and workmanship free of faults per attached Specification and be covered under the manufacturer's minimum warranty unless otherwise noted.

### PRICES:

All bid prices shall be valid for 60 days from bid opening date.

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 general public announcement.

Only F.O.B. Destination will be accepted.

Prices shall be all inclusive. Only the prices/charges submitted in the bid shall be accepted and included in this contract. NO OTHER FEES CAN BE CHARGED TO THE CUSTOMER.

### 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 the product is to be delivered to.

### QUANTITIES:

Quantities shown for each line item in the bid are estimated for evaluation purposes only. Actual purchasing patterns may vary. The State will not be obligated to purchase contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this contract.

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### QUARTERLY DETAILED USAGE REPORTS:

Contractor shall submit to the Contract Manager a quarterly Detailed Line Item Usage Report along with a copy of ALL purchase orders pertaining to this contract. Reports shall include the following elements:

- A. Contract Number with Month/Year of report
- B. Manufacturer Part Number
- C. Invoice Number
- D. Invoice Date
- E. Purchase Order Number
- F. Order Date
- G. Delivery Date
- H. Agency Bill Code
- I. State/Local Governmental Agency
- J. Agency Department Name
- K. Line Item Number
- L. Item Description
- M. Quantity
- N. Contract Price
- O. CA Certified SB/DVBE item (Yes/No)
- P. Payment Receipt Date
- Q. Prompt Payment Applied (Yes/No)
- R. Zip Code

Within ten (10) working days of contract award, the contractor must submit a preliminary copy of their Monthly Detailed Usage Report, which shall contain all the elements that have been specified above. The State will review and determine acceptability of the report.

### NOTE:

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

Reporting compliance penalty will commence 3 months after contract award.

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### INVOICING REQUIREMENTS:

Ordering agencies may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's invoice that includes at a minimum their name, address and telephone number. The contractor will also issue invoices identifying, at a minimum, the components listed below:

1. State's contract number
2. Agency purchase order number
3. Agency billing code
4. Purchasing agency - delivery address of the order
5. Product(s) description
6. Manufacturer's product(s) number(s)
7. Price(s) per unit(s) and extended price
8. Quantities of merchandise issued
9. Date ordered
10. Date delivered
11. Prompt payment discounts/cash discounts, if applicable, shall be clearly indicated on each invoice as a written statement.
12. Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency.
13. Any other mutually agreed upon requirements the State may later deem necessary.

Deviations/substitutions will not be permitted.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a contract/delegation purchase order under this contract is proof of funds for that order.

### GENERAL PROVISIONS:

General Provisions, GSPD-401 (Non-IT Commodities) revised and effective 06/21/2006, apply to this contract.

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THE FOLLOWING PERTAINS TO LINE ITEMS 1, 3 AND 5 ONLY.

UPON RELEASE OF NEW REQUIREMENTS BY THE NFPA (NATIONAL FIRE PROTECTION ASSOCIATION) AND NIOSH (NATIONAL INSTITUTE FOR OCCUPATIONAL HEALTH AND SAFETY), THE CONTRACTOR IS TO HAVE REPLACEMENT EQUIPMENT AVAILABLE THAT IS THE MOST CURRENT NIOSH APPROVED NFPA & CBRNE COMPLIANT PRODUCT. UPON RELEASE OF NEW REQUIREMENTS, THE CONTRACTOR MAY SUBMIT A PROPOSED ESCALATION NOTICE IN WRITING, TO THE PROCUREMENT DIVISION. 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 MATERIALS COST DATA AND ANY OTHER SUBSTANTIATING INFORMATION AS REQUESTED BY THE STATE). 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. 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 3.A OR 3.C WITH AN EFFECTIVE DATE NO LATER THAN TEN (10) WORKING DAYS AFTER UNSUCCESSFUL NEGOTIATIONS.

NO PRICE INCREASE SHALL APPLY TO QUANTITIES ORDERED FROM THE CONTRACT PRIOR TO THE EFFECTIVE DATE OF THE PRICE INCREASE.

DISCOUNT	37%	For Evaluation purposes, A List Price of \$5,000 will be used.
CATALOG NUMBER TO BE PUBLISHED		\$ 5,000.00 EVALUATION LIST PRICE AMOUNT
CATALOG DATE		\$ 1,850.00 LESS DISCOUNT AMOUNT
		\$ 3,150.00 EVALUATION TOTAL (Show as Unit/Extended Amount above)

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	4240-002-0338-0	753891	EA	BREATHING APPARATUS SELF-CONTAINED 30 MIN LIGHT WEIGHT CYLINDER 2002 Ed. 2216 PSI CBRN with Vulcan Harness (double pull waist belt with chest strap), lumbar support, 30 minute Stealth Cylinder, Firehawk Push To Connect MMR, Ultra Elite Hycar Rubber Facepiece (medium), medium nosecup, speed-on harness, ICM TX without heat. Part # K-TMD13R00C14AD0	3,023.7600
2	4240-002-0340-9	753891	EA	CYLINDER SPARE SELF-CONTAINED BREATHING APPARATUS LIGHT WEIGHT Spare, 2216 psi, 30 minute stealth Cylinder Part # 807586	495.6800
3	4240-002-0338-0	753891	EA	BREATHING APPARATUS SELF-CONTAINED 30 MIN LIGHT WEIGHT CYLINDER 2002 Ed. 3000 PSI CBRN with Vulcan Harness (double pull waist belt with chest strap), lumbar support, 30 minute Stealth Cylinder, Firehawk Push To Connect MMR, Ultra Elite Hycar Rubber Facepiece (medium), medium nosecup, speed-on harness, ICM TX without heat. Part # K-MMD11R00C14AD0	3,239.2400

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
4	4240-002-0340-9	753891	EA	CYLINDER SPARE SELF-CONTAINED BREATHING APPARATUS LIGHT WEIGHT Spare, 3000 psi, 30 minute stealth Cylinder Part # 816115	620.2900
5	4240-002-0338-0	753891	EA	BREATHING APPARATUS SELF-CONTAINED 30 MIN LIGHT WEIGHT CYLINDER 2002 Ed. 4500 PSI CBRN with Vulcan Harness (double pull waist belt with chest strap), lumbar support, 30 minute Stealth Cylinder, Firehawk Push To Connect MMR, Ultra Elite Hycar Rubber Facepiece (medium), medium nosecup, speed-on harness, ICM TX without heat. Part # K-CMD11R00C14AD0	3,272.0700
6	4240-002-0340-9	753891	EA	CYLINDER SPARE SELF-CONTAINED BREATHING APPARATUS LIGHT WEIGHT Spare, 4500 psi, 30 minute stealth Cylinder Part # 807587	543.4600
7	4240-000-0002-0	753891	EA	RESPIRATOR TEST EQUIPMENT Computerized dynamic SCBA test bench. Tests the performance of any brand of SCBA. Enhanced Precision (EP) Transducer, Sound Detection Software (SDS) and all required Transducers including 32 BIT Software. Software shall be specific to MSA Apparatus. Part #54-20-2117-32	8,395.5600

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
8	4240-000-0002-0	753891	EA	RESPIRATOR TEST EQUIPMENT TSI Porta Count Plus Respirator Fit Tester MODEL 8020. Used for fit testing disposable respirators.	7,522.9900
9	6515-999-0003-1	753891	EA	Instrument to include: Carrying case, AC adapter, Alcohol cartridge, Alcohol fill capsule, Alcohol Supply (16 bottles, enough for approximately 500 hrs of operation), FitPlus for Windows Fit Test Software, Operation and service manual, HEPA filter for leak checking, Two extra alcohol wicks, 3/16" and 1/4" tube adapters, Training video.  MASK (AS DESCRIBED) Millennium Chemical-Biological Mask, complete with canister, nosecup, drinking tube and clear polycarbonate outsert. Indicate small, medium, or large.	226.1300
10	4240-856-9078-0	753891	EA	Part # 10051286 (SMALL) Part # 10051287 (MED) Part # 10051288 (LRG)  FILTER AIR MASK (BY THE EACH) Chemical-Biological Agent (CBA) / Riot Control Agent (RCA) Mask Canisters, Box of 6 Part # 10046570	34.2400

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11	4240-000-0005-5	753891	EA	RESPIRATOR ACCESSORY (AS DESCRIBED)	<u>ACCESSORY SUPPLEMENTAL PRICING</u>	3,500.0000
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THE STATE MAY REQUIRE ACCESSORIES/COMPONENTS TO INTERMEMBER WITH THE SCBAS NOTED ABOVE. THE DISCOUNT FROM MANUFACTURER'S LIST PRICE, WHICH MAY BE DEDUCTED FROM SUCH ITEMS IS SHOWN BELOW. ALL PURCHASES FROM THE CATALOG INDICATED BELOW ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTRACT ITEMS LISTED ABOVE. ACCESSORY/COMPONENT CATALOG ITEMS BELOW WILL BE A PART OF THE CONTRACT. ACCESSORY/COMPONENT ITEMS ADDED TO THE CATALOG BY THE MANUFACTURER DURING THE CONTRACT TERM MAY BE ADDED TO THE CONTRACT.

DISCOUNT: 30%  
 CATALOG NUMBER: ID 5555-293-MC, SEPTEMBER 2006  
 CATALOG DATE: SEPTEMBER 2006

FOR EVALUATION PURPOSES, A LIST PRICE OF \$5,000 WILL BE USED.

\$ 5,000.00 EVALUATION LIST PRICE AMOUNT  
\$ 1,500.00 LESS DISCOUNT AMOUNT  
\$ 3,500.00 EVALUATION TOTAL (Show as Unit/Extended Amount above)

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12	4240-000-0005-5	753891	EA	RESPIRATOR ACCESSORY (AS DESCRIBED) ACCESSORY SUPPLEMENTAL PRICING		4,250.0000
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THE STATE MAY REQUIRE SPARE/REPAIR PARTS TO INTERMEMBER WITH THE SCBAS NOTED ABOVE. THE DISCOUNT FROM MANUFACTURER'S LIST PRICE, WHICH MAY BE DEDUCTED FROM SUCH ITEMS IS SHOWN BELOW. ALL PURCHASES FROM THE CATALOG INDICATED BELOW ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTRACT ITEMS LISTED ABOVE. SPARE/REPAIR PARTS CATALOG ITEMS BELOW WILL BE A PART OF THE CONTRACT. SPARE/REPAIR PARTS ADDED TO THE CATALOG BY THE MANUFACTURER DURING THE CONTRACT TERM MAY BE ADDED TO THE CONTRACT.

DISCOUNT: 15%  
CATALOG NUMBER: ID 5555-293-MC  
CATALOG DATE: SEPTEMBER 2006

FOR EVALUATION PURPOSES, A LIST PRICE OF \$5,000 WILL BE USED.

\$ <u>5,000.00</u>	EVALUATION LIST PRICE AMOUNT
\$ <u>750.00</u>	LESS DISCOUNT AMOUNT
\$ <u>4,250.00</u>	EVALUATION TOTAL (Show as Unit/Extended Amount above)

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13	4240-000-0005-5	753891	EA	RESPIRATOR ACCESSORY (AS DESCRIBED) <u>ACCESSORY SUPPLEMENTAL PRICING</u>	4,000.0000
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THE STATE MAY REQUIRE ELECTRONIC COMMUNICATIONS TO INTERMEMBER WITH THE SCBAS NOTED ABOVE. THE DISCOUNT FROM MANUFACTURER'S LIST PRICE, WHICH MAY BE DEDUCTED FROM SUCH ITEMS IS SHOWN BELOW. ALL PURCHASES FROM THE CATALOG INDICATED BELOW ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTRACT ITEMS LISTED ABOVE. ELECTRONIC COMMUNICATIONS CATALOG ITEMS BELOW WILL BE A PART OF THE CONTRACT. ELECTRONIC COMMUNICATIONS ITEMS ADDED TO THE CATALOG BY THE MANUFACTURER DURING THE CONTRACT TERM MAY BE ADDED TO THE CONTRACT.

DISCOUNT: 20%  
CATALOG NUMBER: ID 5555-293-MC  
CATALOG DATE: SEPTEMBER 2006

FOR EVALUATION PURPOSES, A LIST PRICE OF \$5,000 WILL BE USED.

\$ 5,000.00	EVALUATION LIST PRICE AMOUNT
\$ 1,000.00	LESS DISCOUNT AMOUNT
\$ 4,000.00	EVALUATION TOTAL (Show as Unit/Extended Amount above)

FOR DATA ENTRY USE ONLY

14 4240-909-0001-3 753891 VA FIRSCU-DGS/PROCUREMENT USE ONLY VARIABLE