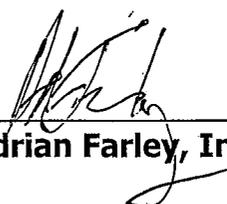




Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

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

CONTRACT NUMBER:	1-07-23-21
DESCRIPTION:	Fire Engines and Emergency Crew Transport
CONTRACTOR(S):	HME Incorporated Braun Northwest, Inc
CONTRACT TERM:	9/14/2007 through 9/13/2010
DISTRIBUTION LIST:	C-23-21 Posted Electronically on http://www.pd.dgs.ca.gov/contracts/23-21.htm
STATE CONTRACT ADMINISTRATOR:	Bradley Watson (916) 375-4463 Bradley.watson@dgs.ca.gov



Adrian Farley, Interim Deputy Director

Effective Date: **09/14/2007**

**Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide**

1. SCOPE

The State's contract with HME Incorporated (contractor) and Braun Northwest Inc (contractor) provides Type I and Type III Fire Engines and Emergency Crew Transports at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-07-23-21. The contractors 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 Type I Fire Engines, Type III Fire Engines and Emergency Crew Transports to the State respectively.

The contract term is for three (3) years from the date of contract award. The contract contains an option for two (2) one (1) year contract extensions or portion thereof. The terms conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State.

The contractor shall permit local governmental agencies to participate under this contract. Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems; K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b).

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 departments and have no authority to amend, modify or change any condition of this contract.

2. CONTRACT PRICING STRUCTURE

All pricing is listed on Attachment A, Contract Pricing. The contract pricing is categorized under three (3) Groups as follows:

Group	Product	Contractor
1	Type III Fire Engines	HME Incorporated
2	Type I Fire Engines	HME Incorporated
3	Emergency Crew Transports	Braun Northwest Inc

All contract items are non-mandatory.

3. CONTRACT USAGE/RULES

- A. The use of this contract is non-mandatory for all State departments. Other branches of government, constitutional officers, other State departments such as California State Universities and local governments can also take advantage of this competitively bid contract.
- B. Local governmental agency use of this contract is optional. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- 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

**Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide**

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. State departments and local agencies 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 contacting the DGS billing code contact and providing the following:

- State Department or Local Government Name
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

Email the required information to the following DGS billing code contacts:

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

4. DGS ADMINISTRATIVE FEES

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

5. 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:	Bradley Watson
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4463
Facsimile:	(916) 375-4613
E-Mail:	Bradley.watson@dgs.ca.gov

Group 1 and 3:	Fire Engine Type I and III
Contractor:	HME Incorporated
Contract Manager:	Ken Lenz
Address:	HME Inc. 1950 Byron Center Avenue. Wyoming, MI 49519
Telephone:	616-534-1463
Facsimile:	616-534-1967
Email:	Lenz@hmetruck.com

Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide

Group 3: Emergency Crew Transport
Contractor: Braun Northwest Inc
Contract Manager: John McCroskey
Address: P.O. Box 1204
150 North Star Drive
Chehalis, WA 98532
Telephone: 800-245-6303
Facsimile: 360-748-0256
Email: johnmccroskey@braunnorthwest.com

6. PROBLEM RESOLUTION

Ordering departments and/or contractors shall inform the State's 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.

7. PURCHASE EXECUTION

A. State departments must use the Purchasing Authority Purchase Order (Std. 65). 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:

1. Department Order Number (Purchase Order Number)
2. Department Billing Code
3. Purchasing Authority Number
4. Leveraged Procurement Number (Contract Number)
5. Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
6. Line Item number
7. Quantity
8. Unit of Measure
9. Commodity Code Number
10. Product Description
11. Unit Price
12. Extension Price

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

C. All State departments and local 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 North
West Sacramento, CA 95605-2811

Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide

8. PRE-CONSTRUCTION CONFERENCE:

1. Pre-Construction Conference to be held at-within 30 calendar days ARO
 - a. To review specifications.
 - b. To resolve any questions concerning the specifications and/or variations of the chassis.
 - c. To provide the CDF with the opportunity to inspect the manufactures facilities.
2. Bidder shall submit a tentative production schedule based on the OEM chassis manufacturers estimated time of delivery.
3. A written Quality Assurance Plan (QualityControl Checklist).
4. Calculated axle weights and center of gravity projections that predict the degree of allowable tilt for the completed apparatus as supplied by the manufacturer.

9. ORDERING PROCEDURE:

State departments must submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor. Local agencies may submit a local agency purchase order directly to the contractor.

There are three ordering methods available on this contract:

- U.S. Mail
- Facsimile
- Email

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

Contractor Ordering Information

The ordering information for each contractor is listed below:

Groups 1 and 2: Fire Engines Type I and III
Company Name: HME Incorporated
Address: 1950 Byron Center Avenue.
Wyoming, MI 49519
Facsimile: 616-534-1967
Email: lenz@hmetruck.com

Group 3: Emergency Crew Transport
Company Name: Braun Northwest Inc
Address: 150 North Star Drive
Chehalis, WA 98532
Facsimile: 360-748-0256
Email: johnmccroskey@braunnorthwest.com

10. ORDER LIMITS

There is no minimum order.

Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide

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:

- Total Cost
- Delivery Date

12. DELIVERY SCHEDULES

Delivery is to be completed in full within 365 days after the Pre-Construction Conference. Note: This is once a purchase order has been issued to the supplier and the Pre-Construction Conference has been held.

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.

Each additional purchase order written against the contract shall require delivery of the first unit 365 days after the Pre-Construction Conference. Each additional unit ordered, if any, shall be delivered one (1) every thirty days for the remainder of the purchase order.

All deliveries are due on or before the last business day of every month. Should the last day of the month fall on a weekend or holiday, the delivery shall be made no later than the next business day.

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. INSPECTION

Vehicle will be inspected for compliance with these specifications by the State of California's representative at the dealer's place of business prior to delivery. It will be the responsibility of the dealer to contact the ordering agency to ask for inspection when vehicle is ready for delivery. The burden of proof of compliance with this specification will be the responsibility of the contractor.

14. FREIGHT 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.

15. EMERGENCY/EXPEDITED ORDERS

Not applicable.

Contract (Non-Mandatory) 1-07-23-21
Contract Notification and User Guide

16. 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

17. 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.

18. PAYEE DATA RECORD

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

19. PAYMENT BOND REQUIREMENT

Before starting manufacture, the contractor must obtain and provide to the Procurement Division within twenty-one (21) days after receipt of a purchase order written against the contract resulting from this award a payment bond on standard Form 807 (provided with contract award). The bond shall be 100% of the total amount of the purchase order price.

20. PERFORMANCE BOND REQUIREMENT

Before starting manufacture, the contractor shall furnish to the Department of General Services, at no cost to the State, a faithful Performance Bond, in the amount of 100% of the bid for each purchase order written against the contract resulting from this award. The Bond shall be on a form from an admitted Surety Insurer and must guarantee contractor's compliance with the terms of this contract excluding warranty requirements. Any and all warranty requirements as stated in the contract shall be the sole responsibility of the contractor. The performance bond shall be provided to Procurement Division within twenty-one (21) days after receipt of order.

Contract (Non-Mandatory) 1-07-23-21
 Contract Notification and User Guide

21. CALIFORNIA SELLER'S PERMIT

The California seller permit numbers for each of the contractors is listed below. Agencies can verify that the 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 #
HME Incorporated	100-966849
Braun Northwest Inc	30-696592

22. RECYCLED CONTENT

There is no recycled content for this contract.

23. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for each contractor are listed below. Agencies can verify that the certifications are currently valid at the following website: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Contractor Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
HME Incorporated	n/a	0%	0%
Braun Northwest Inc	n/a	0%	0%

24. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – SPECIFICATION #4C-06-34P CDF TYPE III FIRE ENGINE/LETTERING PACKAGE

- WARRANTY SERVICE LOCATIONS

Attachment C – SPECIFICATION #4210-07AS-002R1 OES TYPE I FIRE ENGINE/LETTERING PACKAGE

- WARRANTY SERVICE LOCATIONS

Attachment D – SPECIFICATION #22-06-ECT-17 EMERGENCY CREW TRANSPORT (17 PASSENGER)

- OES EQUIPMENT PACKAGE/LETTERING PACKAGE
- CDCR EQUIPMENT PACKAGE /LETTERING PACKAGE
- SONOMA DEVELOPMENTAL CENTER ENGINE MODIFICATIONS EQUIPMENT/LETTERING PACKAGE
- CDF EQUIPMENT PACKAGE/LETTERING PACKAGE
- WARRANTY SERVICE LOCATIONS