



AGENDA REPORT

Meeting Date: August 16, 2016
Item Number: D-12
To: Honorable Mayor & City Council
From: Joseph Matsch, Battalion Chief
Subject: APPROVAL OF AN AGREEMENT BETWEEN BAUER COMPRESSORS INC. AND THE CITY OF BEVERLY HILLS TO FURNISH LABOR AND MATERIALS FOR AN AIR COMPRESSOR AND COMPONENTS FOR THE BEVERLY HILLS FIRE DEPARTMENT; AND

AUTHORIZING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$72,284.94

Attachments:

1. Agreement
2. GSA (Government Services Administration) Contract

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Bauer Compressors Inc. and authorize a purchase order to furnish labor and materials for an air compressor and components in an amount not-to-exceed \$72,284.94 from the available Equipment Replacement Fund.

INTRODUCTION

The Beverly Hills Fire Department (BHFD hereafter) needs to purchase a modern air compressor compatible with today's industry standards. Our current air compressor has reached the end of its useful function under past breathing air standards. The proposed Bauer Air Compressor is a required piece of equipment designed to fill Self-Contained Breathing Apparatus (SCBA) cylinders to be used in Immediately Dangerous to Life and Health (IDLH) conditions, as defined by the National Institute for Occupational Safety and Health (NIOSH)

Said air compressor not only meets NIOSH (National Institute for Occupational Safety and Health) standards, it also conforms with the Occupational Safety and Health Administration (OSHA) regulations, in accordance to 29CFR 1910.120. In addition, the current Bauer air compressor features also comply with the National Fire Protection Association (NFPA) 1989 - Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.

BACKGROUND

An equipment replacement account (Fund-400) was established in 2006 for the replacement of the current air compressor. Pursuant to the Beverly Hills Municipal Code 3-3-205, the equipment purchase will be made through the Government Services Administration's (GSA) Advantage Cooperative Purchasing program. This no-cost program, under the Local Preparedness Act, permits local (and state) governments to utilize and purchase from this entity. It provides thorough product data and specifications, to include their negotiated price for each item.

A Selection Committee, comprised of a group of firefighters, engineers and captains and battalion chiefs, was established by the BHFD to determine the most economical product. Bauer emerged as the clear leader in air compressor technology within the fire service. Their product also proves to operate effectively within the scope of performance industry expectations. Furthermore, the committee's consensus was further affirmed through expanded networking with other regional fire departments both large and small.

DISCUSSION

Since the purchase of the department's air compressor in 1991, technological advances from the last 25 years have been rapidly prominent. Such advances include, but are not limited to:

1. High pressure compressors to provide cylinder pressures at 5500 psi from our current 4500 psi
 - Low pressure oil pumps versus high pressure: helps reduce operating temperatures and reduces oil carryover
 - Stainless steel inter-stage coolers versus aluminum: provides longer life and enhanced corrosion inhibition
 - Replaceable cartridge type oil filter: provides enhanced oil filtration
 - Single piece crankcase: reduces potential for oil leaks
 - Polymer automatic condensate blow down tank with level sensor: greater corrosion inhibition and eliminate the possibility of the system of over filling the blowdown tank
2. Enhanced purification system that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration (Grade-E requirements)
3. Catastrophic blast containment systems for cylinders up to 5500 psi.
 - Designed and independently tested to contain the fragments of a rupture 5500 psi SCBA in accordance with NFPA 1901 2016 edition.
4. Lower decibel rating and better ergonomic design for operator safety
5. Compact design that contains the compressor, storage cylinders, purifier, and fill station. This will only utilize one designated room instead of our current two-room configuration.
 - Downsized gas monitoring systems
 - ✓ Taking advantage of smaller electrical components

Note: The recommended lifespan of BHFD's current air compressor has already reached its maturity date. A new system needs to be purchased to comply with current industry standards and interoperability with neighboring fire departments.

FISCAL IMPACT

In conjunction with Budget's review, all the funds have been accrued. Future replacement funding will be allocated through the City's Equipment Replacement (Fund-400) program.



Ralph E. Mundell, Fire Chief

Approved By



Don Rhoads, Chief Financial Officer

Approved By

Attachment 1

AGREEMENT BETWEEN BAUER COMPRESSORS INC. AND THE CITY OF
BEVERLY HILLS TO FURNISH LABOR AND MATERIALS FOR AN AIR
COMPRESSOR AND COMPONENTS FOR THE BEVERLY HILLS FIRE
DEPARTMENT

NAME OF CONTRACTOR: Bauer Compressors Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: William Dickson, Principal Contractor

CONTRACTOR'S ADDRESS: 1328 Azalea Garden Road Norfolk VA
23502-1904

CITY'S ADDRESS: City of Beverly Hills
445 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Ralph Mundell, Fire Chief

COMMENCEMENT DATE: August 24, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: \$72,284.94, as more particularly described
in Exhibit B

AGREEMENT BETWEEN BAUER COMPRESSORS INC. AND THE CITY OF
BEVERLY HILLS TO FURNISH LABOR AND MATERIALS FOR AN AIR
COMPRESSOR AND COMPONENTS FOR THE BEVERLY HILLS FIRE
DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Bauer Compressors Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, or on a form acceptable to the Risk Manager. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured with respect to operations performed on behalf of the City.

(f) To extent of loss attributable to Contractor, the insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and

costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) Either party shall have the right to terminate this Agreement for any reason or for no reason upon five (5) calendar days' written notice to the opposite party. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

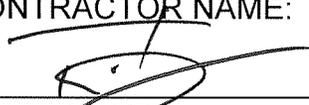
CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR NAME:



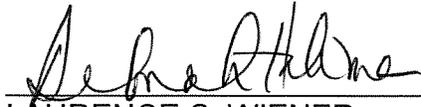
TONY BAYAT
President



LESLIE RHUE
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



RALPH E. MUNDELL
Fire Chief



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide the equipment and training as set forth in this Exhibit and as described in Exhibit B for the purchase and implementation of the Self-Contained Breathing Apparatus ("SCBA") Air Compressor and components. Specifications shall include, but are not limited to the following:

A. Specification:

CITY intends to purchase an air compressor designed to fill self-contained breathing apparatus (SCBA) cylinders. The following requirements shall be included in the purchase:

1. Minimum of 6000 psi compressor
 - a. Minimum 20 Horse-Power @ 21 FAD SCFM
 - b. Air-Cooled, oil lubricated, five stage, four cylinder, single acting compressor
 - c. No cool-down cycle necessary prior to stopping the compressor
 - d. Automatic condensation drain with automatic shutdown/alert when at capacity
 - e. High velocity cooling fan for flywheel
 - f. A highly visible sight glass shall be included to check the oil level
 - g. Equipped with an inlet filter with replaceable particulate element
 - h. Compressor oil pressure monitored by pressure transmitter

2. Purification System
 - a. The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.
 - b. The purification system shall utilize replaceable cartridges designed so that the replacement of the cartridges can be accomplished without disconnecting system piping.
 - c. The moisture monitoring system shall be of a fail-safe design.

3. Air Storage
 - a. The air storage system shall include four identical receivers fabricated, tested and stamped in accordance to Section VIII of the ASME Boiler and Pressure Vessel Code.
 - b. The receivers shall have a 3:1 safety factor at 6000 PSIG
 - c. Each receiver shall have a minimum capacity of 491 cu ft at 6000 PSIG
 - d. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame.
 - e. The receivers shall be installed in accordance with 29 CFR 1910.169

- f. Each receiver shall be piped to the cascade fill control panel to facilitate cascade filling.

4. Cascade Fill Control

- a. The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously.
- b. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position.
- c. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process.

5. Instrument Panel

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator / compressor interface for the light.

6. Containment Fill Station

- a. The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA cylinders during the refilling process.
- b. The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel.
- c. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station.
- d. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders.
- e. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders.
- f. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.
- g. Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders.
- h. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

- i. Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.
7. Upgrade USAR Mobile Fill Station to contain a catastrophic failure of 5500psi cylinders (currently at 4500 psi).

B.) Approvals:

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air.

The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, cascade fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture.

C.) Training:

CONTRACTOR shall provide training to CITY designated CITY Fire Department (or "Department") personnel as follows:

- a. Training for filling operations and maintenance of SCBA air filling compressor.
- b. Provide tools and/or software, to be supplied during training for performing maintenance and testing, and required diagnostic evaluation of SCBA air filling compressor.
- c. Electronic media to be supplied to Department staff upon completion of training and orientation for future use.

d.) Warranty:

CONTRACTOR shall provide a warranty as described in Exhibit B.

**EXHIBIT B
RATES AND PAYMENT**



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Beverly Hills Fire Dept
Joe Matsch
Phone: 951-264-1665
e-mail: jmatsch@beverlyhills.org

Date: 8/1/2016

RE: GSA Pricing

Quotation Valid for 90 Days

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	1	Bauer UNIII25H-E3 Compressor Working Pressure: 6000 psi Horsepower: 20 Three Phase Electric Charging Rate: 25.4 SCFM Purification: P5Securus (2) 6000 psi ASME Storage Cylinders	\$50,606.00
2	1	Additional (2) 6000 psi ASME Storage Cylinders For a total of (4) ASME/STORAGE	\$3,462.91
3	1	Electronic CO Monitor w/ Calibration Kit MNR-29/CAL	\$2,711.10
4	1	CFS5.5-2M Mobile Fill Station Rated for 5500 psi Cylinders	\$6,797.00
		Subtotal	\$63,577.01
		Sales Tax 9%	\$5,721.93
		Installation of new CFS5.5-2M	\$2,986.00
		Total	\$72,284.94

Warranty: The UNIII25H-E3 compressor carries a 2 year bumper to bumper warranty, and a 5 year warranty on the compressor block. The CFS5.5-2M

Containment Fill Station has a 1 year warranty. I will attach a copy of our municipal compressor customer warranty document in my email.

Note: For Trade in of old Bauer Compressor, we will remove and install new UNIII25H-E3 compressor system at no charge. GSA pricing allows for free freight within the United States. The CFSS.5-2M is not listed on our GSA Price Schedule. The labor charges listed are for the removal of the old fill station and installation of the new fill station. This work will have to be performed at our service center Compressed Air Specialties located in Anaheim, CA. The truck will need to be delivered to their location for a couple of days to allow the work to be performed. We will reuse the top mount air control panel, and side mount compressor control panel.

Prices do not include shipping/handling charges or sales tax unless specified.
Quotation prices are valid for 60 days. Call 714-223-9300 if past expiration date.

Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,

Keith Hodak

17451 Bastanchury Road Suite 201 44B

Yorba Linda, CA 92886

Phone: 714-223-9300

Fax: 714-223-9301

keith.hodak@bauersf.com

WARRANTY RECIPROCATING COMPRESSOR PRODUCTS for MUNICIPAL BREATHING AIR SYSTEMS

Scope of Warranty: BAUER COMPRESSORS, INC. ("BAUER") warrants that, for a period of ~~twenty-four (24) months~~ from date of shipment from BAUER, this product shall conform to the applicable drawings and specifications approved in writing by BAUER, and that such product shall be free of defects in both material and workmanship. This warranty is specific to this product and applies only to the first purchaser ("Customer") during the twenty-four month warranty period and may not be transferred or enforced by any other party. The foregoing warranty period shall be extended to five (5) years from the date of shipment from BAUER for Customers that are Municipal Fire Departments with respect to the compressor block (breathing air application), provided that such extended warranty period shall only apply to product parts with proof of proper maintenance being completed in accordance with published BAUER factory recommendations. To be eligible for this limited warranty to cover Customer's product, Customer must return a properly completed start-up/warranty registration form to BAUER at the address below within ninety (90) days from the date of start-up.

Warranty Service: If, in the sole judgement of BAUER or its designated representative, the product does not conform to the applicable drawings and specifications approved in writing by BAUER for the product, or is found to be defective in material or workmanship, BAUER will at its option, either: (a) Repair or replace the product, or refund the product purchase price to the Customer, or (b) Furnish a service representative to correct the defects with the product.

Obtaining Service: To obtain warranty service, Customer should contact BAUER directly at the address below. BAUER may, at its option, refer customer to a BAUER designated representative, such as an authorized distributor, or provide Customer with authorized instructions on the return of the product to BAUER for assessment. Any product shipped to BAUER pursuant to BAUER's authorized return instructions shall be shipped F.O.B. to BAUER at the address below or as otherwise specified by BAUER. All return freight charges incurred shall be the sole responsibility of the Customer.

Warranty Exclusions: This warranty does not cover or shall be void with respect to the following:

- a. Any product for which the Customer has not submitted to BAUER a start-up/warranty registration form within ninety (90) days of the start-up of such product.
- b. Any product which Customer fails to ship to BAUER within thirty (30) days of receipt of BAUER's authorized return instructions after submitting a warranty claim to BAUER.
- c. Any defective or damaged products, parts or components resulting directly or indirectly from the use of repair or replacement parts, including filter and separator elements or oil, not manufactured or approved by BAUER or from Customer's failure to store, maintain, and operate the product according to recommendations contained in the INSTRUCTION MANUAL AND REPLACEMENT PARTS LIST included with the product as well as under standard engineering practices.
- d. Any product for which Customer does not have a service record book showing that regular maintenance work has been carried out utilizing Genuine Bauer Components. BAUER or its designated representative may require proof of maintenance prior to rendering any decision on the validity of a warranty request.
- e. Any alleged product defect resulting from deterioration or wear occasioned by chemical and/or abrasive action.
- f. Component parts or assemblies not manufactured by BAUER to the extent that such component parts or assemblies are not warranted by the original manufacturer. Further, BAUER shall have no responsibility for any cost or expense incurred by Customer due to the inability of BAUER to repair a component part or assembly under said third-party manufacturer warranty when such inability is beyond the control of BAUER or is caused solely by the Customer.

Additional Limitations: The warranty service and procedures described in this warranty constitutes Customer's sole and exclusive remedy for any claim hereunder. BAUER MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR OTHERWISE WITH RESPECT TO ITS PRODUCTS OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAUER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BAUER'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PRICE OF THE INDIVIDUAL PRODUCT WHOSE DEFECT FOR DAMAGE IS THE BASIS OF THE CLAIM. BAUER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR LOSS OF USE OF FACILITIES OR EQUIPMENT.

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road, Norfolk Virginia 23502
Phone: (757) 855-6006 Telefax (757) 855-8654

Form
40063

Effective Date
March 1, 2011

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

RM02.DOC REVISED 10/14/96.

Attachment 2

CUSTOMER INFORMATION

Contract GS-07F-9711G
Modification PO-0033
Effective: 08/06/13

- 1 a) Table of awarded special item numbers (SIN): 465-22
b) Lowest priced model number and price for this SIN (Government price based on a unit of one): see price list
c) Not applicable
- 2 Maximum order: \$100,000.00
If the "best value" selection places your order over the Maximum Order, identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.
- 3 Minimum order: \$100.00
- 4 Geographic coverage: 48 Contiguous United States and District of Columbia
- 5 Point(s) of production: same as contractor address
- 6 Basic discount: 25.750% off list price from BAUER COMPRESSORS replacement parts list dated January 1, 2012
HPBAC price list dated January 1, 2012 reflects net government price with discount already applied.
- 7 Quantity discount(s): see price list if applicable
- 8 Prompt payment terms: net 30
- 9 a) Government purchase cards are accepted below the micropurchase threshold.
b) Government purchase cards are accepted above the micropurchase threshold.
- 10 Foreign Items: not applicable
- 11 a) Time of delivery: Normal: 90 days after receipt of order (ARO)
b-d) Expedited, overnight, 2-day or urgent requirement: Agencies can contact contractor representative to possibly effect a faster delivery. Contract clause I-FSS-140-B applies.
- 12 F.O.B. point: destination - CONUS
F.O.B. point: origin - AK, HI, PR
Pricing does not include special delivery equipment, such as, a forklift for the unloading/transport and final positioning of the equipment at the delivery site. This equipment is at an additional cost dependent upon location and availability of equipment.
For Compressor Trailers: Please indicate if delivery point does not have a loading dock as an RGN (Removable Goose Neck) trailer may be necessary for the shipment and will be at an additional cost.
- 13 Export packing charges: In accordance with clause F-FSS-736-A, export traffic release
- 14 Mil-Std 2073 Packaging (i.e. waterproofing, vapor sealing, desiccant and special crating) at an additional cost.
- 15 a) Ordering address: same as contractor address
b) For suppliers and services, the ordering procedures information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS schedule homepage (www.gsaadvantage.gov).
- 16 Payment address: same as contractor address

Customer Information

- 17 Warranty provision: commercial
- 18 Terms and conditions of government purchase card acceptance: payment by government purchase card accepted without additional discount
- 19 Terms / Conditions of rental, maintenance and repair. Related service and support items as provided for commercially (Training for operation / maintenance / repair, technical manuals, extended warranty packages, spare parts availability):
 - › Technical phone support available at no additional charge is available through one of the following service departments:
 - 1) BAUER COMPRESSORS INC. | Norfolk, VA | 757-855-6006 | productsupport@bauercomp.com
 - 2) BAUER SAN FRANCISCO | Livermore, CA | 925-449-7210 | bauersf@bauercomp.com
 - 3) BAUER MIAMI | Sunrise, FL | 954-746-2504 | bflsales@bauercomp.com
 - › Contractor provides 1 operation and maintenance manual per unit (up to 2 copies may be provided at no charge if request made at order placement).
 - › Training for operation and maintenance/repair as quoted by request to BAUER COMPRESSORS INC.
 - › Established federal government standards, policies and guidelines for travel and per diem for areas within the 48 contiguous U.S. and D.C. shall be the basis for travel, meals and lodging expenses associated with on-site training.
 - › BAUER COMPRESSORS shall be in compliance with established government travel and per diem rates and regulations.
- 20 Terms and conditions of installation: not applicable
- 21 a) - 25 b) Not applicable
- 26 DUNS 084142249
- 27 BAUER COMPRESSOR INC. is in the Central Contractor Registration (CCR) Database

BAUER COMPRESSORS INC.

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