

**City of Carson City  
Agenda Report**

**Date Submitted:** April 12, 2011

**Agenda Date Requested:** April 21, 2011

**Time Requested:** Five Minutes

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** Action to approve Contract No. 1011-216 for the purchase of Self Contained Breathing Apparatus (SCBA), pursuant to NRS 332.115(1)(m) from Municipal Emergency Services, Inc. through Tualatin Valley Fire and Rescue in the amount of \$330,498.00 to be funded from Workers' Compensation Fire Fund Air Packs Account -580-0704-415-7748 - \$66,099 and Fire Air Packs Grant Account - 275-2505-422-12-05 - \$264,399 as provided in FY 2010/2011. (P.O. No. 2011-073) (*Kim Belt*)

**Staff Summary:** The lifespan of SCBA is 15 years. The city's current packs will begin to expire in FY2012. The Fire Department applied for and received a grant to purchase new SCBA. The grant does not cover everything that needs to be replaced, but does cover about 75% of our needs. In an effort to remain interoperable with our neighboring departments, the product we are purchasing was selected after an extensive review of all available products with East Fork Fire District. Once we both make this purchase all of the department's in the Quad County area will have the same SCBA.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve Contract No. 1011-216 for the purchase of Self Contained Breathing Apparatus (SCBA), pursuant to NRS 332.115(1)(m) from Municipal Emergency Services, Inc. through Tualatin Valley Fire and Rescue in the amount of \$330,498.00 to be funded from Workers' Compensation Fire Fund Air Packs Account -580-0704-415-7748 - \$66,099 and Fire Air Packs Grant Account - 275-2505-422-12-05 - \$264,399 as provided in FY 2010/2011. (P.O. No. 2011-073) (*Kim Belt*)

**Explanation for Recommended Board Action:** Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

**NRS 332.195 Joinder or mutual use of contracts by governmental entities.**

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1 (m) and NRS 332.195

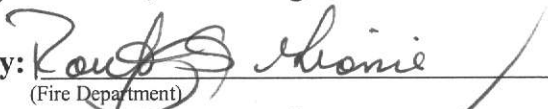



**Fiscal Impact:** \$330,498.00

**Explanation of Impact:** Account listed below will be decreased by \$330,498.00.

**Funding Source:** Workers' Compensation Fire Fund Air Packs Account -580-0704-415-7748 - \$66,099 and Fire Air Packs Grant Account - 275-2505-422-12-05 - \$264,399.

**Supporting Material:** Purchase Order 2011-073, Quote from Municipal Emergency Services and Solicitation from Tualatin Valley Fire and Rescue.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:**  Date: 4-12-11  
(Fire Department)  
 Date: 4/12/11  
(City Manager)  
 Date: 4/12/11  
(District Attorney)  
 Date: 4/12/11  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



**CITY OF CARSON CITY**

201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701  
 (775)887-2133 [Fax](775) 887-2107

**VENDOR** Kim Olson  
 Municipal Emergency Services, Inc.  
 2330 W. University Dr., Suite 10  
 Tempe, AZ, 85281  
 (480) 967-6100, Fax (480)967-6101

**VENDOR #**  
**DATE** April 7, 2011  
**GROUP #**  
**CHECK DATE:**

**SHIP TO** Battalion Chief John Arneson  
 Carson City Fire Department  
 777 S. Stewart St.  
 Carson City, NV 89701  
 775-283-7162

**PURCHASE ORDER # 2011-073**

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE		
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	ITEM #	UNIT COST	EXTENDED COST	
120.00	Each	45-Minute, 4500 PSI Carbon Cylinder w/Valve Assembly	580-0704-415-77-48	804722-01	\$ 990.00	\$ 118,800.00	
60.00	Each	Epic Voice Amp	580-0704-415-77-48	200260-01	\$ 308.25	\$ 18,495.00	
60.00	Each	AV3000 Adapter for Epic	580-0704-415-77-48	200715-01	\$ 19.50	\$ 1,170.00	
73.00	Each	AV3000 Sure Seal w/Kevlar Head Harness - Medium	580-0704-415-77-48	805773-82	\$ 213.75	\$ 15,603.75	
3.00	Each	RIT-Pak Assembly	580-0704-415-77-48	200223-02	\$ 1,447.35	\$ 4,342.05	
3.00	Each	60-Minute, 4500 PSI Carbon Cylinder w/Valve Assembly	580-0704-415-77-48	804723-01	\$ 1,110.00	\$ 3,330.00	
		PO given to department to place order.			\$ -	-	
		PO shall not be modified without approval from			\$ -	-	
		Finance Director.			\$ -	-	
		<b>PURCHASED BY:</b> Gimoi/Arneson					
		<b>FED I.D. NO.</b> 88-6000189					
		<b>Contract #</b> 1011-216					
		<b>TOTAL</b>			<b>Bal. Forward to Page 2</b>	\$ 161,740.80	
			<b>Page #</b> 1				



# PURCHASE ORDER # 2011-073

## CITY OF CARSON CITY

201 N. Carson Street, Suite 3  
 Carson City, Nevada 89701  
 (775)887-2133 [Fax] (775) 887-2107

VENDOR #  
 DATE April 7, 2011  
 GROUP #  
 CHECK DATE:

VENDOR Kim Olson  
 Municipal Emergency Services, Inc.  
 2330 W. University Dr., Suite 10  
 Tempe, AZ, 85281  
 (480) 967-6100, Fax (480)967-6101

SHIP TO Battalion Chief John Arneson  
 Carson City Fire Department  
 777 S. Stewart St.  
 Carson City, NV 89701  
 775-283-7162

SHIPPING METHOD		SHIPPING TERMS			DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	ITEM#	UNIT COST	EXTENDED COST
<b>BALANCE FORWARD FROM PAGE 1</b>						
60.00	Each	Flow Test - SCBA	580-0704-415-77-48	FTSCBA	-	\$ 161,740.80
60.00	Each	4.5 Air-Pak 75 SCBA, Standard Harness w/Standard Belt, EZ-Flo + w/QC Regulator, Duel EBSS, No Airline, PASS, No Case, Packaged w/2 SCBA Per Box	580-0704-415-77-48	AP214020420020	4,522.50	\$ 271,350.00
60.00	Each	Survivair Air-Pak w/Face Piece & 30-Min. Cylinder (trade-in)	580-0704-415-77-48	Trade-In	(1,709.88)	\$ (102,592.80)
Contract #1011-216						
PO given to department to place order.						
PO shall not be modified without approval from Finance Director.						
PURCHASED BY: Giomi/Arneson						
FED I.D. NO. 88-6000189						
					TOTAL	\$ 330,498.00
Page 2						

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET OUT ARE TRUE AND CORRECT PER PURCHASE REQUISITION MADE BY THE PERTINENT CITY DEPARTMENT.

APPROVED FOR PURCHASE

APPROVED FOR PAYMENT

MES - Arizona  
 2330 West University Dr.  
 Suite 10  
 Tempe, AZ 85281

Telephone.....: 480-967-6100  
 Fax.....: 480-967-6101



**Ship To:**  
 CITY OF CARSON CITY (F.D.)  
 777 S. STEWART  
 CARSON CITY, NV 89701

Contact:  
 Phone:

**Bill To:**  
 CITY OF CARSON CITY (F.D.)  
 777 S. STEWART  
 CARSON CITY, NV 89701

## Quotation

Number.....: QT\_00098808-5  
 Date.....: 3/23/2011  
 Page.....: 1 of 2  
 Sales order.....  
 Requisition.....  
 Your ref.....: John Arneson  
 Our ref.....: KOlson  
 Quotation deadline.....: 5/20/2011  
 Payment.....  
 Sales Rep.....: KFile  
 Terms of delivery.....: Supplier Pays Freight

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
AP2140204200202	4.5 Air-Pak 75 SCBA, Standard Harness with Standard Belt, EZ-Flo + w/ QC Regulator, Dual EBSS, No Airline, PASS, No Case, Packaged 2 SCBA Per Box  List Price \$6030.00 25% discount for GPO Contract			60.00	EA	4,522.50	271,350.00
804722-01	45-Minute,4500 PSI Carbon Cylinder with Valve Assembly  List Price \$1320.00 25% discount for GPO Contract			120.00	EA	990.00	118,800.00
200260-01	EPIC VOICE AMP  List Price \$411.00 25% discount for GPO Contract			60.00	EA	308.25	18,495.00
200715-01	AV3000 ADAPTER FOR EPIC  List Price \$26.00 25% discount for GPO Contract			60.00	EA	19.50	1,170.00
805773-82	AV3000 Sure Seal w/ Kevlar Head Harness - Medium  List Price \$285.00 25% discount for GPO Contract.			73.00	EA	213.75	15,603.75
200223-02	RIT-PAK ASSEMBLY  List Price \$1930.00 25% discount for GPO Contract			3.00	EA	1,447.35	4,342.05
804723-01	60-Minute,4500 PSI Carbon			3.00	EA	1,110.00	3,330.00

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable.

**MES - Arizona**  
**2330 West University Dr.**  
**Suite 10**  
**Tempe, AZ 85281**

Telephone .....: 480-967-6100  
 Fax .....: 480-967-6101



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 777 S. STEWART  
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Contact:  
 Phone:

**Bill To:**  
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 CARSON CITY, NV 89701

**Quotation**

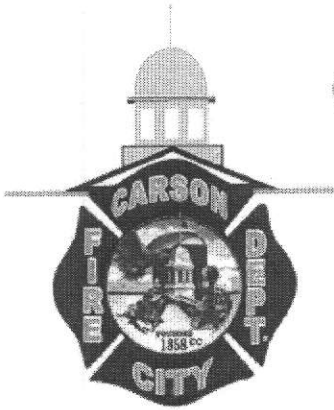
Number .....: QT\_00098808-5  
 Date .....: 3/23/2011  
 Page .....: 2 of 2  
 Sales order .....:  
 Requisition .....:  
 Your ref. ....: John Arneson  
 Our ref. ....: KOlson  
 Quotation deadline.....: 5/20/2011  
 Payment.....:  
 Sales Rep .....: KFile  
 Terms of delivery .....: Supplier Pays Freight

	Cylinder with Valve Assembly			
	List Price \$1480.00 25% discount for GPO Contract			
FTSCBA	FLOW TEST - SCBA	60.00 EA		0.00
Trade-In	Survivair Air-Pak with Face Piece and 30-Minute Cylinder	-60.00 EA	1,709.88	-102,592.80

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

Sales balance	Total discount	S&H	Sales tax	Total
330,498.00	0.00	0.00	0.00	330,498.00 USD

**All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable.**



# CARSON CITY FIRE DEPARTMENT

*"Service with Pride, Commitment, Compassion"*

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## MEMO

April 1, 2011

**TO:** Sandy Scott, Purchasing and Contracts Manager  
**FROM:** Stacey Giomi, Fire Chief  
**RE:** Self Contain Breathing Apparatus Purchase (SCBA)

We recently received a grant to replace our aging SCBA. In order to purchase these SCBA we would like to join the Fire Rescue GPO. We have researched this and know that this process will save significantly over list price. The GPO is allowing joinders to a bid competitively placed by Tualatin Valley Fire Rescue in Oregon.

I have provided all of the necessary paperwork that indicates the bid can be joined by other agencies. In addition, the District Attorney's office has reviewed this bid and agrees.

Please contact me if you have any additional questions. Thank you.

**TUALATIN VALLEY FIRE AND RESCUE**  
**Self Contained Breathing Apparatus (SCBA) Equipment Parts and**  
**Service**  
**Solicitation Synopsis**  
**Solicitation No. 10-0012**

**Intent**

Tualatin Valley Fire and Rescue (TVF&R), in conjunction with National Purchasing Partners, LLC (NPP), dba FireRescue GPO (FRGPO), served as Lead Agency to solicit proposals from Self Contained Breathing Apparatus Equipment Parts and Service providers to service TVF&R and FRGPO membership. The published Request for Proposal (RFP) contained provisions that permitted all members of FRGPO throughout the nation to "piggy-back" off the resulting Master Price Agreement.

**Determination for issuing RFP**

TVF&R has determined that it is either not practicable or not advantageous for TVF&R to procure Self Contained Breathing Apparatus (SCBA) Equipment Parts and Service using competitive sealed bidding. Competitive sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent TVF&R from awarding the most advantageous contract(s) for TVF&R and FRGPO members.

**Procedure**

TVF&R issued a RFP (10-0012) on July 28, 2010.

The RFP was published in the Los Angeles Daily Journal, the Seattle Daily Journal of Commerce and Oregon Daily Journal of Commerce on July 30, 2010 and August 2, 2010.

The RFP was posted to the following web sites: [www.firerescue-gpo.com](http://www.firerescue-gpo.com), [www.mynpp.com](http://www.mynpp.com), and <http://www.tvfr.com/resources/index.aspx>

The text of the published notice of solicitation is as follows:

TUALATIN VALLEY FIRE AND RESCUE  
REQUEST FOR PROPOSALS  
FOR SELF CONTAINED BREATHING APPARATUS (SCBA) Equipment Parts and Services  
SOLICITATION NUMBER 10-0012

Tualatin Valley Fire and Rescue (District) is requesting proposals for self contained breathing apparatus



(SCBA) equipment parts and service for the District, as well as public and nonprofit members of National Purchasing Partners (NPP). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include cooperative purchasing language that will permit use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process or expend staff resources and funds. The District and NPP desire to enter into a contract (or contracts) with a qualified company (or companies) who can demonstrate experience and customer service in providing SCBA equipment parts and services.

Request For Proposal (RFP) documents are available online at [www.firerescue-gpo.com](http://www.firerescue-gpo.com), [www.mynpp.com](http://www.mynpp.com), and <http://www.tvfr.com/resources/index.aspx>. Any addenda issued will be the proposers' responsibility to check these websites for them.

Sealed proposals must be received no later than **4:00 P.M.** Pacific Standard Time (PST) on **Tuesday, August 31st** at 20665 SW Blanton Street, Aloha, OR 97007. Proposals received after the designated time and date will be returned unopened.

Minority/Women/Emerging Small Business ("MWESB") firms are encouraged to submit Proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The District may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the District as determined by the District.

For further information, contact Debbie Vuylsteke, TVF&R Financial Operations Manager at [debbie.vuylsteke@tvfr.com](mailto:debbie.vuylsteke@tvfr.com).

Published:

Oregon Daily Journal of Commerce

July 29, 2010

July 30, 2010

August 2, 2010

Seattle Daily Journal of Commerce

July 30, 2010

August 2, 2010

Los Angeles Daily Journal of Commerce

July 30, 2010

August 2, 2010

TVF&R received valid proposals from the following vendors:

1. MES (Municipal Emergency Services, Inc.)

A copy of the Affidavit of Mailing to potential proposers is attached hereto.

A copy of the Affidavits of Publication is attached hereto.

Proposals were evaluated over a 6-week period by TVF&R based on the criteria contained in the RFP.

TVF&R reviewed a summary of the recommendations and selected the successful proposer.

## **Evaluation**

The evaluation was based on the following criteria as described in the RFP (weighted):

### **17. EVALUATION OF PROPOSAL – SELECTION FACTORS:**

- 15.2.1 A national sales force adequate in size to meet the demands of a multitude of agency needs for the products listed herein.
- 15.2.2 A nationwide distribution network.
- 15.2.3 Product availability to meet the requirements for materials and services listed herein of government agencies nationwide.
- 15.2.4 Ability to provide toll-free telephone access, internet access and accept facsimile.
- 15.2.5 A nationwide customer support system.
- 15.2.6 A single point of contact (National Account Manager / Program Manager) to interact with the NPP/FRGPO staff.
- 15.2.7 Be a strong competitor in the industry with a minimum of three (3) consecutive years of demonstrated success in all business practices and pursuits.

The evaluation committee selected MES as the successful proposer meeting TVF&R's immediate Self Contained Breathing Apparatus Equipment Parts and Services purchasing needs.

## **Pricing Structure**

Proposer Discount is a fixed discount off the current published price list.

AFFIDAVIT OF PUBLICATION

# DJC

921 SW Washington, Suite 210 / Portland, OR 97205  
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

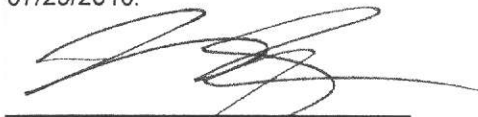
I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSALS

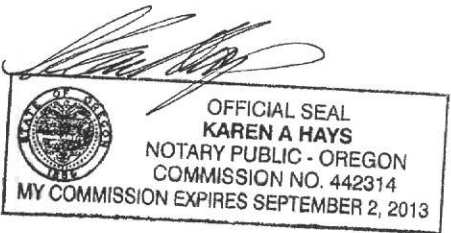
TUALATIN VALLEY FIRE & RESCUE - SELF CONTAINED BREATHING APPARATUS EQUIPMENT PARTS AND SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 1 time(s) in the following issues:

07/29/2010.



Subscribed and sworn to before me this 29th day of July, 2010.



**TUALATIN VALLEY FIRE & RESCUE  
SELF CONTAINED BREATHING APPARATUS EQUIPMENT PARTS AND SERVICES**

Proposals due 4:00 pm, August 31  
**REQUEST FOR PROPOSAL  
SOLICITATION NO: RFP 10-0012**

Tualatin Valley Fire & Rescue (TVF&R), 20665 SW Blanton Street, Aloha, OR 97007, invites all Vendors interested in providing Self Contained Breathing Apparatus Equipment Parts and Services pursuant to the terms and conditions of RFP 10-0012. This RFP will result in a cooperative purchasing agreement through the Fire Rescue GPO program ([www.firerescueegpo.com](http://www.firerescueegpo.com)). The RFP document is available after July 28, 2010. Interested Vendors may obtain and/or view the RFP at TVF&R Finance Department, contact Eric Wicks, Purchasing Manager, Monday thru Friday 8 AM to 4 PM, until the RFP due date and time at TVF&R at the address above, phone 503-259-1157, by email [eric.wicks@tvfr.com](mailto:eric.wicks@tvfr.com) electronically at [www.firerescue-gpo.com](http://www.firerescue-gpo.com), [www.mynpp.com](http://www.mynpp.com) and [www.tvfr.com/resources/RFPs/Default.aspx](http://www.tvfr.com/resources/RFPs/Default.aspx). The TVF&R Purchasing Manager or designee is authorized to receive Proposals prior to the RFP due date and time August 31, 2010 at 4:00 PM. Proposals received will be prepared for evaluation; there will be no public opening. Late Proposals will not be accepted.  
Published July 29, 2010. 10164771GB-11

TUALATIN VALLEY FIRE & RESCUE  
Attn: Accounts Payable  
20665 SW BLANTON STREET  
ALOHA, OR 97007-1042

Order No.: 10164771  
Client's Reference No.:

# DJC

921 SW Washington, Suite 210 / Portland, OR 97205  
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.


I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

**REQUEST FOR PROPOSALS**

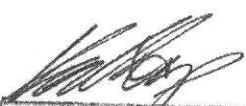
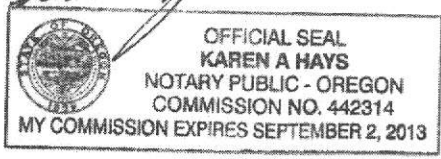
**TUALATIN VALLEY FIRE & RESCUE - SELF CONTAINED BREATHING APPARATUS EQUIPMENT PARTS AND SERVICES**

a printed copy of which is attached, was published in the entire issue of this newspaper for 2 time(s) in the following issues:

07/30/2010, 08/02/2010.



Subscribed and sworn to before me this 3rd day of August, 2010.

**TUALATIN VALLEY FIRE & RESCUE**  
**SELF CONTAINED BREATHING APPARATUS EQUIPMENT PARTS AND SERVICES**  
Proposals due 4:00 pm, August 31  
**REQUEST FOR PROPOSAL**  
**SOLICITATION NO: RFP 10-0012**  
Tualatin Valley Fire & Rescue (TVF&R), 20665 SW Bianton Street, Aloha, OR 97007, invites all Vendors interested in providing Self Contained Breathing Apparatus Equipment Parts and Services pursuant to the terms and conditions of RFP 10-0012. This RFP will result in a cooperative purchasing agreement through the Fire Rescue GPO program ([www.firerescuegpo.com](http://www.firerescuegpo.com)). The RFP document is available after July 28, 2010. Interested Vendors may obtain and/or view the RFP at TVF&R Finance Department, contact Eric Wicks, Purchasing Manager, Monday thru Friday 8 AM to 4 PM, until the RFP due date and time at TVF&R at the address above, phone 503-259-1157, by email [erc.wicks@tvfr.com](mailto:erc.wicks@tvfr.com) electronically at [www.firerescue-gpo.com](http://www.firerescue-gpo.com) [www.mynpp.com](http://www.mynpp.com) and [www.tvfr.com/resources/RFPs/Default.aspx](http://www.tvfr.com/resources/RFPs/Default.aspx). The TVF&R Purchasing Manager or designee is authorized to receive Proposals prior to the RFP due date and time August 31, 2010 at 4:00 PM. Proposals received will be prepared for evaluation; there will be no public opening. Late Proposals will not be accepted.  
Published July 30 & Aug. 2, 2010.  
10164811GB-2t

NATIONAL PURCHASING PARTNERS  
Attn: Emerald Piedad  
1100 OLIVE WAY, STE 900  
SEATTLE, WA 98101

Order No.: 10164811  
Client's Reference No.:

(When required)

RECORDING REQUESTED BY AND MAIL TO:

**LOS ANGELES DAILY JOURNAL**  
~ SINCE 1888 ~

915 E FIRST ST, LOS ANGELES, CA 90012  
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026  
Telephone (213) 229-5300 / Fax (213) 229-5481

This space for filing stamp only

EMERALD PIEDAD  
NATIONAL PURCHASING PARTNERS  
1100 OLIVE WAY, SUITE #625  
SEATTLE, WA - 98101

DJ#: 1915446

**LEGAL NOTICE - TUALATIN VALLEY  
FIRE & RESCUE - REQUEST FOR  
PROPOSAL FOR SELF CONTAINED  
BREATHING APPARATUS EQUIPMENT  
PARTS AND SERVICES**

Solicitation No: RFP 10-0012

Tualatin Valley Fire & Rescue (TVF&R), 20665 SW Blanton Street, Aloha, OR 97007, invites all Vendors interested in providing Self Contained Breathing Apparatus Equipment Parts and Services pursuant to the terms and conditions of RFP 10-0012. This RFP will result in a cooperative purchasing agreement through the Fire Rescue GPO program ([www.fire-rescue-gpo.com](http://www.fire-rescue-gpo.com)). The RFP document is available after July 28, 2010. Interested Vendors may obtain and/or view the RFP at TVF&R Finance Department, contact Eric Wicks, Purchasing Manager, Monday thru Friday 8 AM to 4 PM, until the RFP due date and time at TVF&R at the address above, phone 503-259-1157, by email [eric.wicks@tvfr.com](mailto:eric.wicks@tvfr.com), electronically at [www.fire-rescue-gpo.com](http://www.fire-rescue-gpo.com), [www.myntp.com](http://www.myntp.com) and [www.tvfr.com/resources/RFPs/Default.aspx](http://www.tvfr.com/resources/RFPs/Default.aspx). The TVF&R Purchasing Manager or designee is authorized to receive Proposals prior to the RFP due date and time August 31, 2010 at 4:00 PM. Proposals received will be prepared for evaluation; there will be no public opening. Late Proposals will not be accepted.  
7/30, 8/2/10

DJ-1915446#

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of Los Angeles ) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description: FOR PROPOSAL FOR SELF CONTAINED BREATHING  
APPARATUS EQUIPMENT PARTS AND SERVICES

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/30/2010, 08/02/2010

Executed on: 08/02/2010  
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



---

**STATE OF WASHINGTON – KING COUNTY**

--SS.

---

258245  
EQUIP  
NATIONAL PURCHASING PARTNERS

No. BREATHING APPARATUS

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

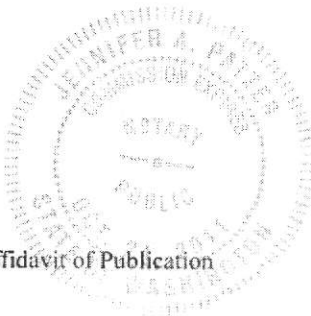
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:TUALATIN VALLEY FIRE

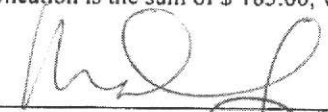
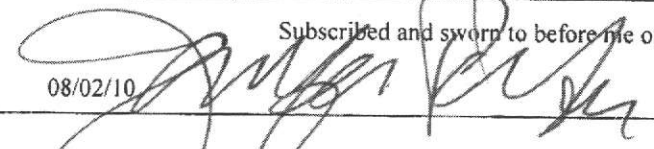
was published on

07/30/10 08/02/10

The amount of the fee charged for the foregoing publication is the sum of \$ 183.60, which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on  
08/02/10  
  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

State of Washington, King County

**Tualatin Valley  
Fire & Rescue  
Self Contained  
Breathing Apparatus  
Equipment**

**Proposals Due: August 31**

TUALATIN VALLEY FIRE  
& RESCUE - REQUEST  
FOR PROPOSAL FOR SELF  
CONTAINED BREATHING  
APPARATUS EQUIPMENT  
PARTS AND SERVICES

Solicitation No: RFP 10-0012

Tualatin Valley Fire & Rescue  
(TVF&R), 20665 SW Blanton  
Street, Aloha, OR 97007, invites  
all Vendors interested in provid-  
ing Self Contained Breathing  
Apparatus Equipment Parts and  
Services pursuant to the terms and  
conditions of RFP 10-0012. This  
RFP will result in a cooperative  
purchasing agreement through  
the Fire Rescue GPO program  
([www.firerescuegpo.com](http://www.firerescuegpo.com)). The  
RFP document is available after  
July 28, 2010. Interested Vendors  
may obtain and/or view the RFP  
at TVF&R Finance Department,  
contact Eric Wicks, Purchasing

Manager, Monday thru Friday 8  
AM to 4 PM, until the RFP due  
date and time at TVF&R at the  
address above, phone 503-259-  
1157, by email [eric.wicks@tvfr.com](mailto:eric.wicks@tvfr.com),  
electronically at [www.fire-rescue-gpo.com](http://www.fire-rescue-gpo.com),  
[www.mynpp.com](http://www.mynpp.com) and [www.tvfr.com/resources/RFPs/Default.aspx](http://www.tvfr.com/resources/RFPs/Default.aspx). The TVF&R  
Purchasing Manager or designee  
is authorized to receive Proposals  
prior to the RFP due date and  
time August 31, 2010 at 4:00 PM.  
Proposals received will be pre-  
pared for evaluation; there will be  
no public opening. Late Proposals  
will not be accepted.

Dates of publication in  
the Seattle Daily Journal of  
Commerce, July 30, August 2,  
2010.

8/2(258245)



**FIRE RESCUE**  
GROUP PURCHASING  
www.fire-rescue-gpo.com

**PRICE AGREEMENT CONTRACT**

Contract No: 10-0012  
This is not an order.

This Contract sets forth all the covenants, conditions and promises between the following Parties:

<p><b>Vendor:</b>  <i>Municipal Emergency Services</i> 3801 Fruit Valley Road Vancouver, WA 98660</p>	<p><b>Cooperative Purchasing Group Lead Agency:</b> Tualatin Valley Fire &amp; Rescue 20665 SW Blanton Street Aloha, Oregon 97007</p>
---	---

**STATEMENT OF WORK (Work):** The provision of complete SCOTT Airpak units and Cylinders for only the US States indicated in Exhibit B. This contract does not include Scott repair parts.

**SUPERSEDING EFFECT.** There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract.

**CONSIDERATION.** Vendor shall deliver ordered goods, on an as needed basis, in consideration for which the cooperative purchasing agency agrees to pay for the goods pursuant to Exhibit B, Vendor's response to ITB 10-0012. Individual purchase orders will be issued by cooperative purchasing agencies as requirements occur. Vendor is required to pay a Contract Administration Fee representing one percent (1%) of actual sales under this Price Agreement.

**CONTRACT PERIOD.** This Contract is effective from October 1, 2010 to June 30, 2013, unless terminated or extended in writing by the Parties as defined in Exhibit A.

**RENEWAL OPTION.** This Price Agreement may be renewed upon mutual agreement of the Vendor and the Lead Agency. Extensions/roll over offers will be issued at the beginning of the second quarter of each contract year subject to a rollover (March 2013 will be the first).

This Contract is not binding, and the Vendor will not commence work or provide goods, until the Vendor provides the Cooperative Purchasing Agency with an original, fully executed Contract, and the District accepts the Contract and provides notice of acceptance to Vendor. In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

<p><b>Vendor:</b> <i>Municipal Emergency Services</i></p> <p><u>10/20/2010</u> Date</p> <p><u><i>Bill Holden</i></u> Signature</p> <p><u><i>V.P. Western Operations</i></u> Officer of Vendor</p> <p><u>303-880-6225</u> Phone/Fax</p> <p><u>65-1051374</u> Employer Id Number</p>	<p><b>Cooperative Purchasing Lead Agency:</b></p> <p><u>11/17/2010</u> Date</p> <p><u><i>Debra Guzman</i></u> Signature Debra Guzman, Chief Financial Officer</p> <p>Cooperative Purchasing Lead Agency Representative: Eric Wicks, Purchasing Manager Phone 503-259-1157, Fax 503-649-2706</p> <p><b>Fire Rescue GPO:</b></p> <p><u>11/19/2010</u> Date</p> <p><u><i>[Signature]</i></u> Signature</p>
--	---



Price Agreement 10-0012 – Exhibit A, Terms and Conditions,

1. **Acceptance.** An issued Purchase Order (Order) is the Cooperative Purchasing Agency's offer to purchase the goods and/or services described on the face of the Order. The Cooperative Purchasing Agency's placement of an Order is expressly conditioned upon Vendor's acceptance of these standard terms and conditions. All specifications, drawings, and data submitted by the Vendor are hereby incorporated and made a part of the Order.
2. **Assignment.** No right of interest in this Order will be assigned nor delegated by Vendor without the prior written permission of the Cooperative Purchasing Agency.
3. **Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage or other will be allowed unless agreed to in writing by the Cooperative Purchasing Agency.
4. **Modifications.** This Order may only be modified or rescinded in writing by authorized agents of the Cooperative Purchasing Agency and Vendor.
5. **Cancellation.** Time is of the essence. The Cooperative Purchasing Agency reserves the right to cancel all or any part of any undelivered portion of this Order if Vendor fails to make delivery as specified or if Vendor breaches any of the Terms and Conditions. The Cooperative Purchasing Agency reserves the right to purchase the undelivered portion of this Order elsewhere and hold Vendor accountable for the difference in cost.
6. **Compliance with Laws.** The Vendor certifies that it will comply with all applicable provisions of the Uniform Commercial Code, federal, state and local laws, regulations, rules and orders. Vendor expressly agrees to comply with: Title VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act of 1990, as amended, and ORS 659.425; Executive Order 11246, as amended; The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; ORS Chapter 659, as amended; All regulations administrative rules established pursuant to the foregoing laws; All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Order are incorporated by reference where so required by law.
7. **Delivery.** Deliver to the "Ship To" specified on the Order. Failure to do so may result in redirection of the delivery at no cost to the Cooperative Purchasing Agency's. Title shall not pass to the Cooperative Purchasing Agency until delivery is received at the point of delivery. All prices must be FOB destination, freight prepaid, unless specified otherwise on the reverse side. If delivery dates cannot be met Vendor agrees to advise the Cooperative Purchasing Agency in writing of the earliest possible shipping date for acceptance or rejection by the Cooperative Purchasing Agency. Enclose a Packing List with each delivery.
8. **Governing Law/Venue.** The laws of the State of the Cooperative Purchasing Agency shall govern this Order. Any action or suit commenced in connection with this Order shall be in the nearest Circuit Court of the Cooperative Purchasing Agency or the Federal District Court for the Cooperative Purchasing Agency. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of Cooperative Purchasing Agency's and Vendor shall be cumulative and may be exercised successively or concurrently.
9. **Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the Cooperative Purchasing Agency, its management or employees, the Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency and its Board of Directors, management, , employees and agents, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this Order, and from any expense incident to the defense of the Cooperative Purchasing Agency there from. The Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency and its board members, management, employees and agents harmless from and to defend it

Price Agreement 10-0012 - Exhibit A, Terms and Conditions,

against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

**10. Independent Contractor Status.**

- a. The parties acknowledge that Vendor will perform service obligations under this Contract as an independent contractor. Consultant represents and warrants that it is an independently established business which meets all the requirements of ORS 670.600 (2)(a-d), and meets three or more of the requirements of ORS 670.600 (3).
- b. The Vendor understands that payment will be withheld until Cooperative Purchasing Agency is provided with the Vendor's completed IRS Form W-9, or its equivalent, which Vendor agrees to provide upon execution of this Contract, and at such other times as may be reasonably requested by the Cooperative Purchasing Agency.

**11. Inspection.** Goods must be properly packaged. Damaged goods will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Cooperative Purchasing Agency. The Cooperative Purchasing Agency reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**12. Insurance.** Vendor shall maintain, at a minimum:

- a. Workers' Compensation as required by law.
- b. Employer's Liability in the minimum amount of \$500,000 when the Vendor has employees performing services under the Order.
- c. Comprehensive Automobile Liability including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate.
- d. Comprehensive General Liability (CGL) to include premises operations, independent contractor, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Personal Injury any one occurrence and \$2,000,000 in the aggregate. CGL may be waived or reduced but only by the written approval by the Cooperative Purchasing Group participating Agency.
- e. The Cooperative Purchasing Agency, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the Order, to the 'bill to' address on the face of the Order. The Vendor agrees to pay for the insurance specified and agrees to provide the Cooperative Purchasing Agency with a 30day notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- f. The Cooperative Purchasing Agency reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.

**13. Invoices.** Original invoices shall be addressed to the Cooperative Purchasing Agency's Accounts Payable and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure. A separate invoice shall be issued for each Order. Payment terms are Net 30. Cooperative Purchasing Agency's that are tax exempt shall not be charged any taxes on invoices.

**14. Patents and Copyrights.** If an article sold and delivered to the Cooperative Purchasing Agency shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency, from and against any and all suites, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the Cooperative Purchasing Agency in violation or right under such patent or copyright.

**15. Prices.** The prices paid by the Cooperative Purchasing Agency will be those contained on the face of the Order. Vendor warrants prices are no higher than Vendor's current prices for the same goods sold to other Agencies for similar quantities under similar conditions and methods of purchase.

Price Agreement 10-0012 – Exhibit A, Terms and Conditions,

16. **Price Escalation.** Only during the month of January during the term of the Price Agreement, may the Vendor request from the Lead Agency (Tualatin Valley Fire & Rescue, [Eric.Wicks@tvfr.com](mailto:Eric.Wicks@tvfr.com)) pricing adjustments (discount adjustments) that cause prices to increase. Vendor shall provide reasonable proof of price increase justification, and shall only be made in writing. Vendor may raise a discount offered (to lower prices) any time.
17. **Risk of Loss.** Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the Cooperative Purchasing Agency. No such loss, injury or destruction shall release Vendor from any obligations.
18. **Waiver of Rights.** The failure of either party to enforce any provision of this Order shall not constitute a waiver by that party of that or any other provision of this Order.
19. **Warranty.** The Vendor warrants to the Cooperative Purchasing Agency that all goods and services furnished will conform in all respects to the terms of this Order, including any drawings, specifications or standards incorporated, and be free from defects in materials, design and workmanship. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

END



**States Covered and Discount Rates Details**

MES is offering a standard discount on SCOTT Airpaks to be used by the states indicated on the attached "Price Form" under the "States covered and discounts rates" portion of the bid.

There is a discount multiplier off list in all states where MES is a 1F distributor. We can support the FRGPO in these states only.

MES has stated "MES is not a 1F distributor" for all States where a discount cannot be offered and MES cannot support the FRGPO.

These discounts are only good for complete SCOTT Airpak units and Cylinders. The discount is not authorized to be used for purchase of the below:

- Repair Parts

Price Agreement 10-0012 - Exhibit B

**PRICING FORM**

Solicitation No: RFP 10-0012

Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Proposer shall provide its entire SCBA catalog ("catalog discount" – discount off list price or cost plus) in order that FireRescue GPO's members who wish to access the Price Agreement may order a broad range of goods and services as needed.

Pricing must be FOB Destination, delivered, off-loaded from the shipper's truck and placed at the point of rest.

Indicate a guaranteed minimum delivery date after receipt of an order: 4 - 8 Weeks

**States Covered and Discount Rates**

Bidder must indicate any and all states where products and services can be offered.

Please indicate the discount rate for each state if it varies. Add additional information or sheets as needed to adequately present pricing, discounts, distributors, etc.

Alabama	25% Off List Price	Montana	25% Off List Price
Alaska	25% Off List Price	Nebraska	25% Off List Price
Arizona	25% Off List Price	Nevada	25% Off List Price
Arkansas	25% Off List Price	New Hampshire	MES is not a 1F Distributor
California	25% Off List Price	New Jersey *	25% Off List Price *
Colorado	25% Off List Price	New Mexico *	25% Off List Price *
Connecticut	MES is not a 1F Distributor	New York *	25% Off List Price *
Delaware	25% Off List Price	North Carolina	25% Off List Price
Florida	25% Off List Price	North Dakota	25% Off List Price
Georgia	25% Off List Price	Ohio	MES is not a 1F Distributor
Hawaii	MES is not a 1F Distributor	Oklahoma	MES is not a 1F Distributor
Idaho	25% Off List Price	Oregon	25% Off List Price
Illinois	25% Off List Price	Pennsylvania *	25% Off List Price *
Indiana *	25% Off List Price *	Rhode Island	MES is not a 1F Distributor
Iowa	25% Off List Price	South Carolina	25% Off List Price
Kansas	25% Off List Price	South Dakota	25% Off List Price
Kentucky	MES is not a 1F Distributor	Tennessee *	25% Off List Price *
Louisiana	25% Off List Price	Texas	25% Off List Price
Maine	MES is not a 1F Distributor	Utah	25% Off List Price
Maryland	25% Off List Price	Vermont	25% Off List Price
Massachusetts	MES is not a 1F Distributor	Virginia	25% Off List Price
Michigan	MES is not a 1F Distributor	Washington	25% Off List Price
Minnesota	25% off List Price	West Virginia *	25% Off List Price *
Mississippi	MES is not a 1F Distributor	Wisconsin	MES is not a 1F Distributor
Missouri *	25% Off List Price *	Wyoming	25% Off List Price

\* MES is only authorized as a 1F Distributor in certain counties in the "\*" states above. Please call 1-877-MES-FIRE to verify authorization.



**Opportunities for Additional Discounts**

From time to time trade in values are offered to departments that are willing to exchange their used SCBA units when purchasing new Scott Air Paks. Those trade in values are determined at the time of bid.

Some of the criteria used to determine the value of the SCBA's to be traded in is listed below. Value determination is not limited to the below points.

- Condition of the used "Trade In" SCBA units.
- Strategic market need for the "Trade In" SCBA units.
- Manufacturer of the "Trade In" SCBA units.
- Age of the "Trade In" SCBA units.
- Reparability of the "Trade In" SCBA units



## SCOTT HEALTH AND SAFETY FACTORY WARRANTY

### TYCO/SCOTT HEALTH AND SAFETY LIMITED WARRANTY ON AIR-PAK® 75 PRODUCTS

Scott Health and Safety (SCOTT) warrants AIR-PAK® 75 (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT pressure reducers, electrically operated devices, communications devices, consumable supplies and carrying cases. SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of fifteen (15) years from the date of original manufacture by SCOTT. SCOTT warrants all electrically operated devices supplied with THE PRODUCTS to be free from defects in workmanship and materials for three (3) years from the date of original manufacture by SCOTT. SCOTT further warrants all communications devices, unused consumable supplies, and carrying cases supplied with THE PRODUCTS to be free from defects in workmanship and materials for one (1) year from the date of original manufacture by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT Health and Safety" (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, North Carolina 28111.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT AVIATION PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

H/S 6639 & 07

All Rights Reserved.



### **Municipal Emergency Services Warranty Offering**

MES is a 1-F SCOTT Health & Safety Fire Service Distributor. In order to be designated as a 1-F distributor we needed to meet the below minimum qualifications:

- Have the expertise to train and support the purchaser in the unique aspects of health and safety issues related to all of the below SCOTT products
  - Air Supplied Products
  - Air Purifying Products
  - Thermal Imaging Products
  - Portable Gas Detection Products
- Core Fire Products
  - NFPA Air-Paks or Air Pak Kits
  - Carbon Fiber Cylinder/Valve assemblies
  - AV2000 / AV3000 Face Pieces
- Have as its primary focus the promotion and selling of safety, fire protection and related technical products to the public fire service market (Municipal, state, federal and government agencies).
- Maintain a trained outside sales force that actively promotes and sells products to customers in the public fire service market through direct contact with such customers in the territory.
- Maintain SCOTT demonstration equipment, per stocking location, as needed to promote the sale of SCOTT products.

MES earned this designation due to our commitment to sell, service, stock and support SCOTT Health & Safety products into the Fire Service market. MES has a local stocking facility in Vancouver, WA that maintains stock for SCOTT SCBA replacement and warranty parts. We have two mobile service technicians operating out of our branch in Vancouver, WA to provide service repair and warranty. Our Technicians are trained and certified by SCOTT Health & Safety to perform service and warranty work on all SCOTT products, including the AP75 Air Pak. Our national reach allows us access to all 14 MES branches and over \$1,000,000 in inventoried SCOTT replacement parts.





**Local Service in the Northwest Continued**

MES has a complete understanding of the processes and procedures required to efficiently and effectively process warranty with the SCOTT Health & Safety factory. MES works very closely with the local SCOTT Health & Safety representation and factory technical support to make all warranty claims seamless to the customers.

We have identified parts specific to all SCOTT air packs including the AP75. We set min / max levels on these parts both on our technician service vans and in our hub to insure that we maintain an adequate supply of parts to limit customer downtime and provide quick service turn around.

MES Vancouver also has the ability to pull parts from our over \$1,000,000 national SCOTT parts inventory. Our operating system allows our employees to access inventory in all MES locations. This provides an excellent back up system to insure parts are available when needed by our customers.

Price Agreement 10-0012 - Exhibit B

## Welcome to the Scott Family!

Thank you for purchasing this new Scott product. We appreciate your confidence and welcome you to the Scott Family of Respirator Users. The Scott Family embraces thousands of industrial workers and firefighters around the world who rely on Scott equipment and share our common commitment to making "Safety Our Life's Work."

### Questions...

If you have any questions regarding this product, please feel free to contact Scott directly:

Scott Technical Support Team  
P.O. Box 569  
Monroe, NC 28111  
Tel.: 704.291.8300  
Tel.: 1.800.247.7257 (toll free)  
Fax: 704.291.8340  
E-Mail: [sh-sale@tycoint.com](mailto:sh-sale@tycoint.com)

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

### BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO. 83 MONROE, NC  
POSTAGE WILL BE PAID BY ADDRESSEE  
SCOTT HEALTH & SAFETY PRODUCTS  
ATTN: WARRANTY TEAM  
309 W CROWELL ST  
MONROE NC 28112-4649

Price Agreement 10-0012 - Exhibit B

SCBA Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Quantity Purchased \_\_\_\_\_ Date Purchased \_\_\_\_\_

Respirator Type:  Air-Pak® 75 SCBA (2216 psi)  Air-Pak 75 SCBA (4500 psi)  
 2.2 Air-Pak 2007 Edition  3.0 Air-Pak 2007 Edition  4.5 Air-Pak 2007 Edition

**USER WARRANTY INFORMATION  
REGISTRATION CARD**

Contact Person \_\_\_\_\_

Telephone # - - ext. \_\_\_\_\_

Serial Number: Reducer \_\_\_\_\_

Cylinder Regulator \_\_\_\_\_

**TYCO/SCOTT HEALTH AND SAFETY  
LIMITED WARRANTY ON AIR-PAK® 75 PRODUCTS**

Scott Health and Safety (SCOTT) warrants AIR-PAK® 75 (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT pressure reducers, electrically operated devices, communications devices, consumable supplies and carrying cases. SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of fifteen (15) years from the date of original manufacture by SCOTT. SCOTT warrants all electrically operated devices supplied with THE PRODUCTS to be free from defects in workmanship and materials for three (3) years from the date of original manufacture by SCOTT. SCOTT further warrants all communications devices, unused consumable supplies, and carrying cases supplied with THE PRODUCTS to be free from defects in workmanship and materials for one (1) year from the date of original manufacture by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT Health and Safety" (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, North Carolina 28111.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT AVIATION PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

H/S 6639 8/07

All Rights Reserved.



# CERTIFICATE OF LIABILITY INSURANCE

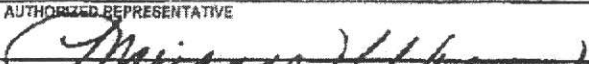
OP ID 79  
MUNIC-1

DATE (MM/DD/YYYY)  
06/07/10

<b>PRODUCER</b>  Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280 Phone: 800-678-0361 Fax: 317-817-5151	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  MES I Acquisition, Inc., Municipal Emergency Services, Inc. 75 Glen Road, Ste 207 Sandy Hook CT 06482	INSURER A: Travelers Property Casualty	036161
	INSURER B: Farmington Casualty Company	041483
	INSURER C:	
	INSURER D:	
	INSURER E:	

INSURANCE		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	Y630922J6721TIL09	12/29/09	12/29/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000	
A	X	AUTOMOBILE LIABILITY	Y810922J6733TIL09 BA922J674509CAD -TX & WA	12/29/09	12/29/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$	
A	X	Comp \$1000 ded	SAME AS ABOVE	12/29/09	12/29/10	PROPERTY DAMAGE (Per accident)	\$
A	X	Coll \$1000 ded	SAME AS ABOVE	12/29/09	12/29/10		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS / UMBRELLA LIABILITY	YSMCUP922J6769TIL09	12/29/09	12/29/10	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE	\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YFUB922J675709	12/29/09	12/29/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A		Blanket Property	Y630922J6721	12/29/09	12/29/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is named as an Additional Insured with respect to General Liability and Auto Liability as required by written contract. Coverage will be considered primary.

<b>CERTIFICATE HOLDER</b>  TUALAT  Tualatin Valley Fire & Rescue Attn: Finance 20665 SW Blanton St. Aloha OR 97007	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD**

INSURED'S NAME MES I Acquisition, Inc.

NUMBER 1  
OF 1579PAGE 3  
DATE 06/07/10**NAMED INSURED**

ACTION FIRE & SAFETY, INC.  
ALL SAFE  
ASHEVILLE FIRE & SAFETY  
BELL-HERRING, INC.  
DANKO EMERGENCY SERVICES, INC.  
FIREBRAND, INC.  
FOUR ALARM FIRE EQUIPMENT, INC.  
GLOBAL FIRE EQUIPMENT, INC.  
MES ALASKA  
MES ANCHORAGE, AK  
MES ASHEVILLE, NC  
MES CAROLINAS  
MES CHARLOTTE, NC  
MES CHESAPEAKE, VA  
MES EXTON, PA

**NAMED INSD - CON'T**

MES FREMONT, NE  
MES HIGHLAND, NY  
MES HOUSTON, TX  
MES I ACQUISITION, INC. (A DELAWARE CORP.)  
MES ILLINOIS  
MES INDIANA  
MES INDIANAPOLIS, IN  
MES MARYLAND  
MES MID AMERICA  
MES NEW YORK  
MES NORTHWEST  
MES PENNSYLVANIA  
MES RICHLAND HILLS, TX  
MES ROCKY MOUNTAINS

**NAMED INSD - CON'T**

MES ENGLEWOOD, CO  
MES SANDY HOOK, CT  
MES SOUTHEAST  
MES SOUTHWEST  
MES TEMPE, AZ  
MES TEXAS  
DOLTON FIRE  
MES VANCOUVER, WA  
MES VIRGINIA  
MES WASHINGTON, IL  
MES WILLIAMSPORT, MD  
MUNICIPAL EMERGENCY SERVICES, INC. (A NEVADA CORP.)  
NICHOLS FIRE EQUIPMENT, INC.  
PITTSFORD FIRE EQUIPMENT CORPORATION  
MES CLEANING AND CARE, LLC

**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

Price Agreement 10-0012 - Exhibit B  
COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured, which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.