

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 12/14/15
FOR CITY COUNCIL MEETING OF 01/13/16**

ISSUE:

22. Request for Approval of Public Protection Revolving Equipment Loan – Personal Protection Equipment for Fire Department; New Mexico Finance Authority (NMFA). (Jan Snyder)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

ACTION SHEET
ITEM FROM PUBLIC SAFETY COMMITTEE MEETING OF 12/15/15

ISSUE: Approval to obtain a Public Protective Revolving Equipment (PPRF) loan with the NM Finance Authority (NMFA) for the Fire Department personal protective equipment.

PUBLIC SAFETY COMMITTEE ACTION: Recommended to move to Council no Quorum

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON COUNCILOR DIMAS	Absent		
VICE-CHAIRPERSON HARRIS			
MEMBER DR. MIKE MIER			
MEMBER DR. NANCY OWEN-LEWIS	Absent		
MEMBER PETER MIZRAHI			
MEMBER MIKE BOWEN	Absent		
MEMBER ERIC JOHNSON	Absent		
MEMBER JOE ARENLLENO			
MEMBER			

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: December 3, 2015
TO: Public Safety Committee
Finance Committee
City Council
FROM: Jan M Snyder, Assistant Fire Chief *JS*
SUBJECT: New Mexico Finance Authority Loan for Fire Department Equipment
VIA: Erik L. Litzenberg, Fire Chief *EL*
Oscar Rodriguez, Finance Director
CC: Robert Rodarte, Purchasing Officer

The City of Santa Fe Fire Department respectfully requests permission to obtain a Public Protection Revolving Equipment (PPRF) loan with the New Mexico Finance Authority (NMFA) for Fire Department personal protection equipment.

This loan will be utilized to purchase all new self-contained breathing apparatus (SCBAs), bottles, face pieces and rapid intervention (RIT) packs for the City of Santa Fe Fire Department.

The breakdown of the purchase would be:

- 100 SCOTT X3 SCBA packs
- 170 SCOTT 5500psi 45 minute bottles
- 30 SCOTT 5500psi 60 minute bottles
- 140 SCOTT 3000HT Face pieces
- 96 SCOTT EPIC IR Lapel Mics
- 96 SCOTT EPIC RI Amplifiers
- 3 SCOTT Rapid Intervention Team (RIT) Bags

The value of the loan will be \$910,931.32 and be paid from our annual Fire Protection Fund (FPF) allocation (\$770,700.00 FY15/16) over 8 years at an estimated \$124,818.00 annual deduction. This deduction will be removed from our annual FPF check prior to being received by the Fire Department. The loan term of 8 years is less than the expected usable life of the equipment and the loan's interest rate is better than the average rate of inflation.

Thank you for your consideration of this matter and passing it on to the governing body for further approval. If you have any questions or are in need of further information you may contact me at (505) 955-3111.

City of Santa Fe, New Mexico

memo

Attachments: (11)

Project Summary Sheet
Quote from MES using Fire Rescue GPO (# 035134) price agreement
SCOTT Product information
NMFA PPRF Application
NMFA Financial Estimation information for an 8 year PPRF loan
Fire Rescue GPO Participating Agency Endorsement and Authorization
Fire Rescue GPO National Purchasing Partner Member Intergovernmental
Cooperative Purchasing Agreement
Approved Memo from City Manger
Letter to NM State Fire Marshal requesting permission to use our annual FPF
Approval from the NM State Fire Marshal to utilize our FPF to pay for the loan

PROJECT SUMMARY

City of Santa Fe Fire Department

2016 New Mexico State Fire Protection Grant Council:

Project: Self-Contained Breathing Apparatus (SCBA) Face Pieces & Accessories
Funding: Loan from New Mexico Finance Authority (NMFA) paid from annual State Fire Funds
Award: N/A (not grant funded)

SCOTT SCBAs

100 SCOTT X3 SCBAs	\$582,750.00
170 SCOTT 5500psi 45 minute bottles	\$113,025.00
30 SCOTT 5500psi 60 minute bottles	\$37,922.04
140 SCOTT 3000HT Face Pieces	\$39,558.40
96 SCOTT EPIC IR Lapel Mics	\$70,992.00
96 SCOTT EPIC RI Amplifiers	\$58,046.40
3 SCOTT RIT Packs	\$8,637.48

Total: **\$910,931.32**

Product Order, Delivery and Payment Schedule:

If this project is approved via the Public Safety, Finance Committee and City Council without delay during the next cycle of meetings

Order, Delivery and Payment should all occur in: **April of 2016**

Grant Award: \$0.00

Required Department Match: \$0.00

Grand Total: **\$910,931.32**

MES - Arizona
 2330 West University Drive
 Unit #10
 Tempe, AZ 85281

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



Ship To:
 Santa Fe/City of
 P.O. Box 909
 Accounts Payable
 Santa Fe, NM 87504

 Contact: Asst. Chief Jan Snyder
 Phone: 505-955-3110

Quotation

Number.....: QT_00357995-2
 Date.....: 8/21/2015
 Page.....: 1 of 2
 Sales order.....
 Requisition.....
 Your ref.....
 Our ref.....: harreola
 Quotation deadline.....: 9/9/2015
 Payment.....: Net 30
 Sales Rep.....: harreola
 Terms of delivery.....: MES Pays Freight

Bill To:
 Santa Fe/City of
 P.O. Box 909
 Accounts Payable
 Santa Fe, NM 87504

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
Scott X3	Scott X31415022200202, 5.5 Airpak, QC reg., dual EBSS, PASS, Snap Change, less facepiece, less cylinder, no case			100.00	EA	5,827.50	582,750.00
200970-01	CYL & VALV, QD, CARB, 45/5500 ASSY			100.00	EA	1,130.25	113,025.00
200972-01	CYL&VALV,CGA,CARB,60/5500 ASSY			6.00	EA	1,263.94	7,583.64
200973-01	CYL&VALV,QD,CARB,60/5500 ASSY			24.00	EA	1,264.10	30,338.40
200954-05	RIT PAK III ASSY, 5500PSI			3.00	EA	2,879.16	8,637.48
201215-05	AV3000 HT, KEVLAR HEADNET, SIZE MEDIUM, RIGHT SIDE COMM BRKT			140.00	EA	282.56	39,558.40
Scott Part	Scott 201276-01, EPIC RIAMP			96.00	EA	604.65	58,046.40
Scott Part	Scott 201277-02, EPIC IR, Bluetooth, lapel mic			96.00	EA	739.50	70,992.00
200970-01	CYL & VALV, QD, CARB, 45/5500 ASSY			70.00	EA		0.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

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. Effective tax rate will be applicable at the time of invoice.

**SCBA 1981 AND 1982
2013 NFPA STANDARDS
WENT INTO EFFECT
FEBRUARY 28, 2014**

How does this impact
your fire department?

*We'll be with you
every step of the way.*

Now Shipping NFPA 2013 Approved X3 and AP 75 Air Paks



SCOTT

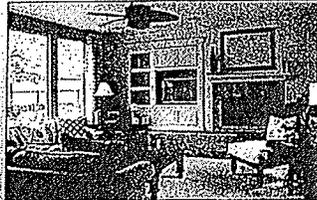
SHURSALES
& Marketing, Inc.
RELENTLESS PASSION

HOW THE CURRENT FIRE ENVIRONMENT CHANGED THE NFPA STANDARDS

UL Analysis of Changing Fire Dynamics



Larger Homes



Open Home Geometries



Increased Fuel Loads



New Construction Materials



- Faster fire propagation
- Shorter time to flashover
- Rapid changes in fire dynamics
- Shorter escape times
- Reduced time to collapse

Changing Fire Dynamics and its Implications <http://bit.ly/1cR3RXB>



Changing Fire Environment Resources

NFPA 1981, 2013 Edition

<http://bit.ly/1hzNT40>

NIST Hazard Study

<http://1.usa.gov/1fs5Q7j>

South Metro Fire Rescue Video

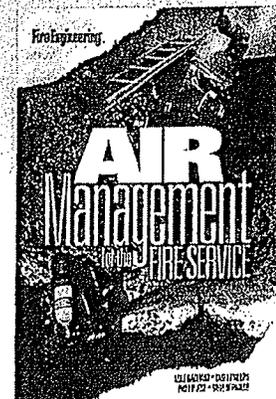
<http://bit.ly/1jB0GVM>

Air Management for Fire Service

<http://bit.ly/1lm6Xrw>

FDNY Chief (Ret.) John W. Norman, III

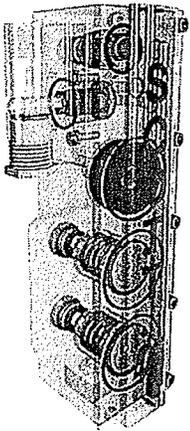
<http://www.chiefnorman.com>



THE ULTIMATE IN SITUATIONAL AWARENESS

Scott Safety Exclusive Redundant Safety Systems Deliver the most important commodity firefighters need: AIR, especially in the most demanding situations.

Scott Safety exclusive, fireground-proven, redundant backup safety features:

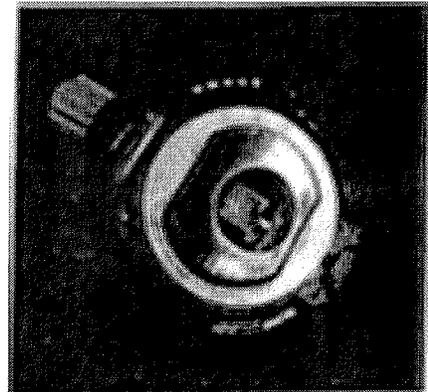


REDUNDANT PRESSURE REDUCER
2 reducers in 1 provide automatic backup



REGULATOR

- ¼ turn, dual-locking E-Z Flo+ Regulator
- No accidental disengagements



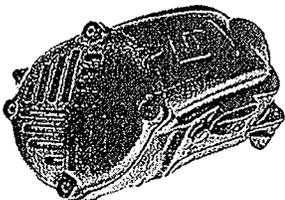
VIBRALERT

- Dual primary EOSTI (end-of-service indicator) alarm
- Tactile and low-frequency sound
- Powered by breathable air

LOUDER. CLEARER. MORE EFFECTIVE.

EPIC 3 Communication Platform

EPIC 3 Communication System offers clear communication at the point of speaking for optimum clarity and communication.



EPIC AMP

- Available Now



EPIC RI

- Talk directly over wireless radio
- Available Fall 2014



CREW TALK (FORMERLY TALK AROUND)

- Available Spring 2015



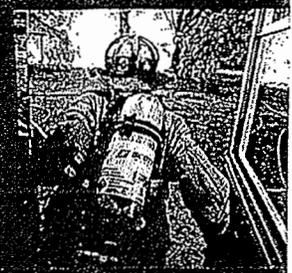
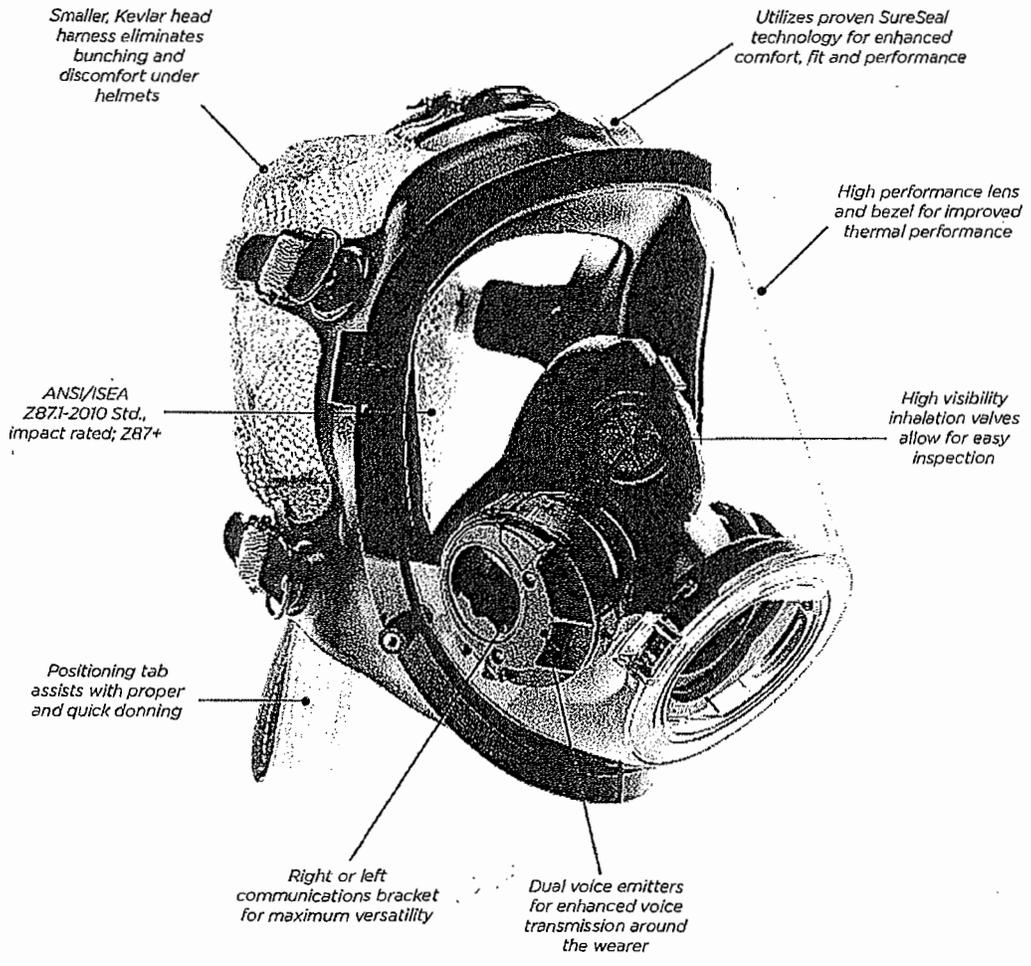
AV-3000 HT FACEPIECE



SCOTT
SAFETY

- 500° J 5 mm.s
- 6ft drop test
- Direct flame exposure test
- CBRN

- R and L Karsonal Junction's



APPROVED WITH 2002 AND 2007 AIR-PAK SCBA

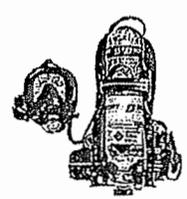
- Enables facepiece upgrade with current or new SCBA
- Current users benefit from improvements required by 2013 Edition Standard
- Approved with current and new communications systems

TOP@DOWN CONVERTIBILITY



- Single facepiece for multiple applications
- Reduces fit-testing, cost and training
- Lower total cost of ownership

APPROVED CONFIGURATIONS (COMPLETE LIST ON BACK)



X3 and Air-Pak 75 SCBA (2013 Edition SCBA)



Air-Purifying Respirators



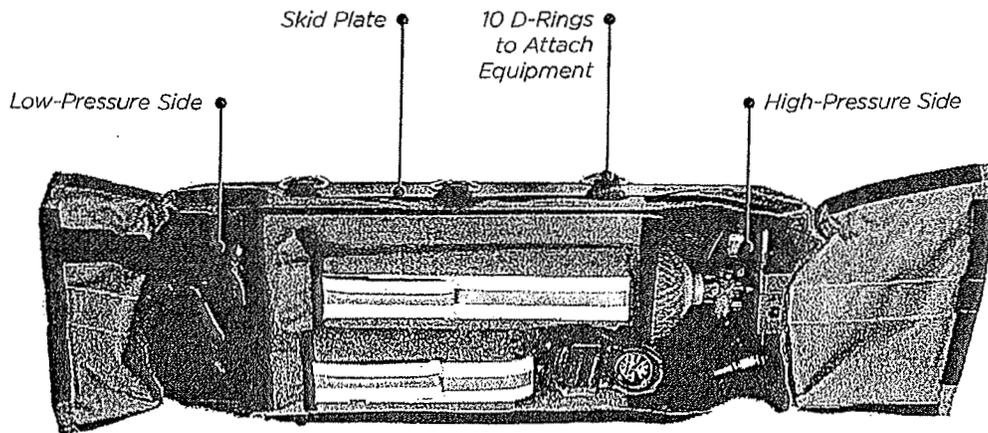
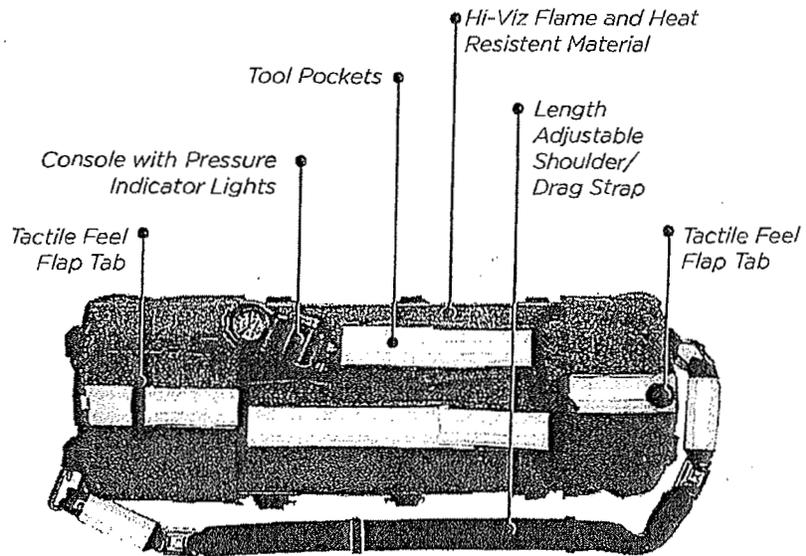
NIOSH PAPRs (non-CBRN)

RIT-PAK III

EMERGENCY AIR-SUPPLY SYSTEM



SCOTT
SAFETY



HIGH-PRESSURE SIDE INCLUDES:

- Cylinder Valve
- Pressure Reducer
- Audible Low-Pressure Alarm

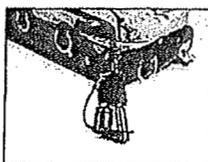
LOW-PRESSURE SIDE INCLUDES:

- Facepiece
- Regulator
- Low-Pressure Manifold

BAG DIMENSIONS:

- Length: 33 in.
- Width: 20.5 in.
- Height: 9.3 in.

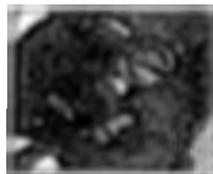
FEATURES



LOW-PRESSURE MANIFOLD



FACEPIECE



CONSOLE



NFPA 2013 EDITION SCOTT PRODUCTS

SCOTT AIR-PAK AND ACCESSORIES



SCOTT
SAFETY

EPIC 3 COMMUNICATION SYSTEM

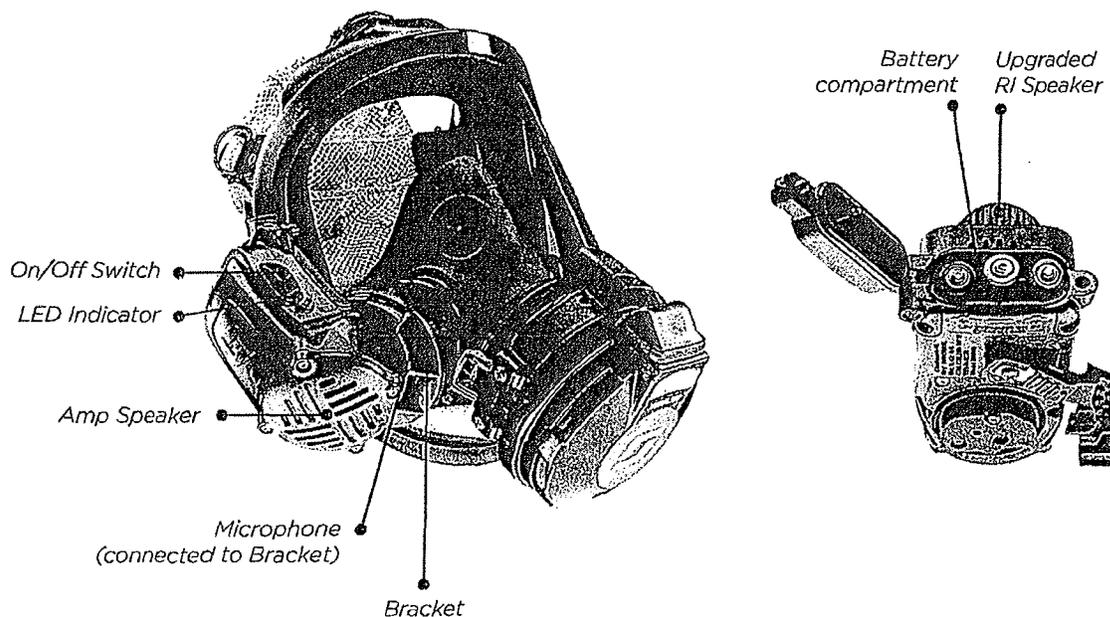
A voice amplifier that exceeds the challenging NFPA 2013 requirements for Speech Transmission Index (STI), the EPIC 3 communication system delivers never-before-heard voice clarity to fireground communications.

Answering the market request for communication and intelligibility improvements, Scott Safety introduces the EPIC 3—the smartest, most durable and safest voice amplification communication system in the market. The EPIC 3 audible and visual operational indications make this system the safest in the market, earning STI scores above .65 and providing louder, clearer and more effective communication than other voice amplifiers in the market. The EPIC 3 best-in-class battery life, at over 50 hours, more than doubles that of the most popular models in the market.

BEST-IN-CLASS FEATURES AND BENEFITS

- Automatic Shutoff Amplifier reduces costs of battery replacement and improves equipment readiness
- Intrinsically safe for use with commercially available alkaline and NiMH AAA batteries
- Durable, rugged design is robust enough to withstand day-to-day rigors, even in the most extreme applications
- Ribbed, textured surface establishes more secure handling even with wet-gloved hands
- On/Off button with tactile surface and audible on/off tones make it easy to recognize activation with a gloved hand or in a noisy environment
- Angled directional speaker projects an amplified voice in the direction the user is facing
- Upgradeable to include radio interface and talk-around multi-channel functionality
- NFPA- and NIOSH-approved (NFPA approvals 2002 and 2007 with 2013 approvals expected soon)

The EPIC 3 family also includes an optional Bluetooth Radio Interface Voice Amp (RI) that allows a user to talk directly over the radio wirelessly with the Scott EPIC 3 console, and team-talk capability is also available, enabling clear, wireless communications between team members. RI and Talk Around communication functionality will be available in Winter 2013.



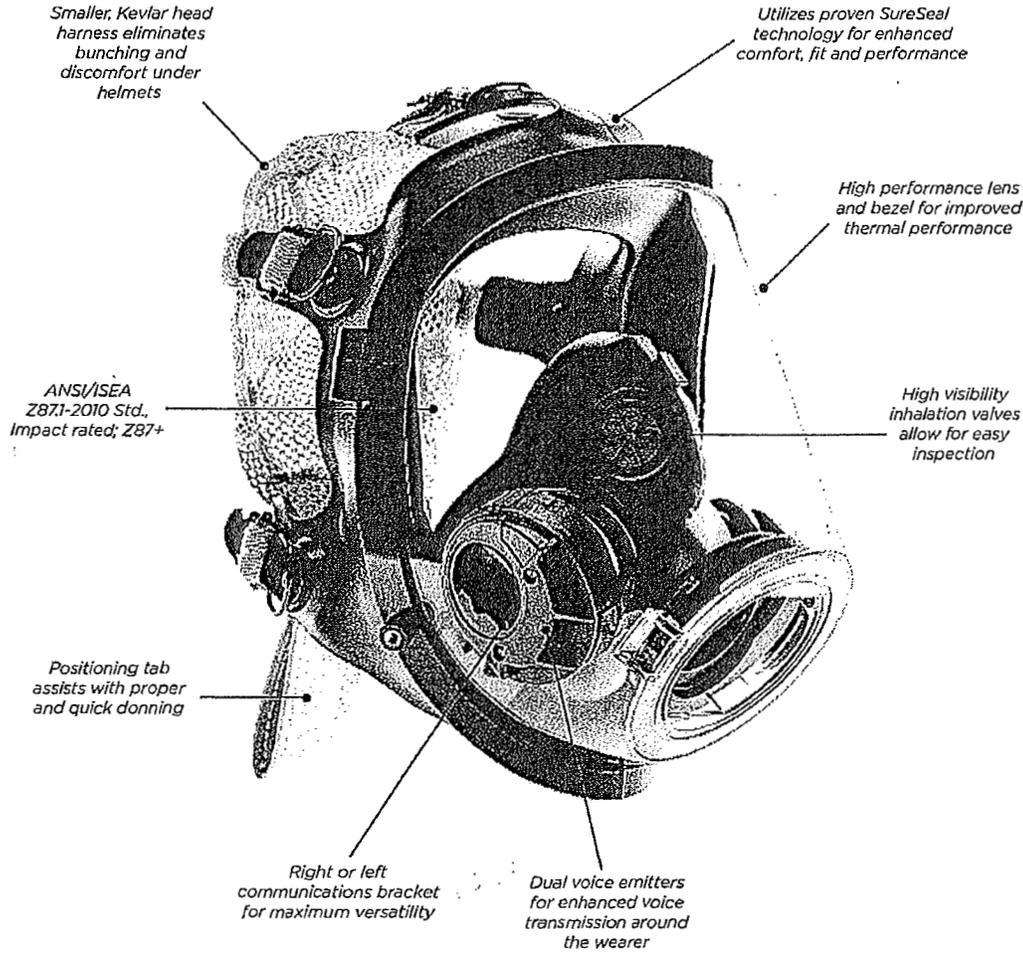
AV-3000 HT FACEPIECE



SCOTT
FACEPIECE

- 500° J 5 mms.
- 6ft drop test
- Direct flame exposure test
- CBRN

- R1 and Jtkasomul Jandim'



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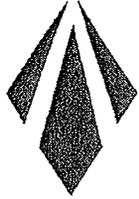
X3 and Air-Pak 75 SCBA (2013 Edition SCBA)



Air-Purifying Respirators



NIOSH PAPRs (non-CBRN)



**NEW MEXICO
FINANCE AUTHORITY**

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT/ENTITY

		Application Date:		11-12-15	
Applicant/Entity:		City of Santa Fe Fire Department			
Address:		200 Murales Road, PO Box 909, Santa Fe, NM 87504			
County		Santa Fe		Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:				85-6000168	
Legislative District:		Senate:		24,25	
		House:		46,47,48	
Phone:	5059553110	Fax:	5059553115	Email Address:	jmsnyder@santafenm.gov
Individual Completing Application:		Jan M Snyder			
Address:		200 Murales Road, PO Box 909, Santa Fe, NM 87504			
Phone:	5059553121	Fax:	5059553115	Email Address:	jmsnyder@santafenm.gov

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

100 new self-contained breathing apparatus (SCBA) & accessories for the SFFD.

2. When do you need NMFA funds available? January 2016

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
100 SCOTT X3 SCBAs	\$ 582,750.00	\$	\$	\$ 582,750.00
200 5500psi air bottles	\$ 150,947.04	\$	\$	\$ 150,947.04
140 SCOTT 3000HT masks	\$ 39,558.40	\$	\$	\$ 39,558.40
96 SCOTT lapel mics	\$ 137,675.88	\$	\$	\$ 137,675.88
Total Cost:\$	\$ 910,931.32	\$	\$	\$ 910,931.32

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: _____
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Other Revenue: _____

B. Preferred financing term: 8 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. **The following items must accompany this application in order for this application to be considered complete:**

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports

- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

(highest elected official)

Title: Mayor

Jurisdiction:

City of Santa Fe

Print Name:

Javier Gonzales

Date:

Signature:

Date:

Finance Officer/Director:

Oscar Rodriquez



City of Santa Fe Fire Department

P.O. Box 909, 200 Murales Road – Santa Fe, New Mexico 87504
(505) 955-3110 – FAX (505) 955-3115

November 10, 2015

New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501

To whom it may concern,

This letter is to serve as a supplement to the City of Santa Fe Fire Department's Public Project Revolving Fund Equipment Application (PPRF) for new self-contained breathing apparatus (SCBAs) and accessories, see attached.

To comply with the applications requirements of attaching the following documents, please find associated web-links for the documents requested:

- Three (3) most recently completed year audit reports
http://www.santafenm.gov/media/archive_center/CAFR_2014.pdf
http://www.santafenm.gov/archived_cafr
http://www.santafenm.gov/archived_cafr
- Current unaudited financials
Currently being prepared and reviewed by an external auditor.
- Current year fiscal year budget
[http://www.santafenm.gov/media/archive_center/Publish 2015-16 Approved Budget Book.pdf](http://www.santafenm.gov/media/archive_center/Publish_2015-16_Approved_Budget_Book.pdf)

Thank you for your time and consideration surrounding our request and PPRF application. Please contact me with any further questions or concerns.

Sincerely,

Jan M. Snyder
Assistant Fire Chief

SOURCES AND USES OF FUNDS

City of Santa Fe
2015 Fire Equipment Loan (8 years)

Sources:

Bond Proceeds:	
Par Amount	916,877.00
	<hr/>
	916,877.00

Uses:

Project Fund Deposits:	
Project Fund	910,000.00
Delivery Date Expenses:	
NMFA Fee	6,876.58
Other Uses of Funds:	
Additional Proceeds	0.42
	<hr/>
	916,877.00

BOND SUMMARY STATISTICS

City of Santa Fe
2015 Fire Equipment Loan (8 years)

Dated Date	01/15/2016
Delivery Date	01/15/2016
Last Maturity	05/01/2024
Arbitrage Yield	1.813920%
True Interest Cost (TIC)	1.813920%
Net Interest Cost (NIC)	1.822144%
All-In TIC	1.976555%
Average Coupon	1.822144%
Average Life (years)	4.888
Duration of Issue (years)	4.677
Par Amount	916,877.00
Bond Proceeds	916,877.00
Total Interest	81,663.32
Net Interest	81,663.32
Total Debt Service	998,540.32
Maximum Annual Debt Service	124,818.02
Average Annual Debt Service	120,386.64
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	916,877.00	100.000	1.822%	4.888	421.38
	916,877.00			4.888	421.38

	TIC	All-In TIC	Arbitrage Yield
Par Value	916,877.00	916,877.00	916,877.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-6,876.58	
Target Value	916,877.00	910,000.42	916,877.00
Target Date	01/15/2016	01/15/2016	01/15/2016
Yield	1.813920%	1.976555%	1.813920%

BOND DEBT SERVICE

City of Santa Fe
2015 Fire Equipment Loan (8 years)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2016			11,491.80	11,491.80	
05/01/2017	106,093	0.670%	7,232.60	113,325.60	124,817.40
11/01/2017			6,877.19	6,877.19	
05/01/2018	111,063	0.950%	6,877.19	117,940.19	124,817.38
11/01/2018			6,349.64	6,349.64	
05/01/2019	112,118	1.240%	6,349.64	118,467.64	124,817.28
11/01/2019			5,654.51	5,654.51	
05/01/2020	113,509	1.480%	5,654.51	119,163.51	124,818.02
11/01/2020			4,814.55	4,814.55	
05/01/2021	115,188	1.780%	4,814.55	120,002.55	124,817.10
11/01/2021			3,789.37	3,789.37	
05/01/2022	117,239	1.990%	3,789.37	121,028.37	124,817.74
11/01/2022			2,622.84	2,622.84	
05/01/2023	119,572	2.110%	2,622.84	122,194.84	124,817.68
11/01/2023			1,361.36	1,361.36	
05/01/2024	122,095	2.230%	1,361.36	123,456.36	124,817.72
	916,877		81,663.32	998,540.32	998,540.32

BOND SOLUTION

City of Santa Fe
2015 Fire Equipment Loan (8 years)

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2016						
05/01/2017	106,093	124,817	124,817	770,000	645,183	616.90117%
05/01/2018	111,063	124,817	124,817	770,000	645,183	616.90127%
05/01/2019	112,118	124,817	124,817	770,000	645,183	616.90176%
05/01/2020	113,509	124,818	124,818	770,000	645,182	616.89810%
05/01/2021	115,188	124,817	124,817	770,000	645,183	616.90265%
05/01/2022	117,239	124,818	124,818	770,000	645,182	616.89949%
05/01/2023	119,572	124,818	124,818	770,000	645,182	616.89979%
05/01/2024	122,095	124,818	124,818	770,000	645,182	616.89959%
	916,877	998,540	998,540	6,160,000	5,161,460	

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Santa Fe (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Santa Fe and is duly authorized to sign this Participating Agency Endorsement and Authorization.*


BY: Robert Rodarte
ITS: _____

Date: 12/9/13

Participating Agency Contact Information:

Contact Person: Robert Rodarte
Address: 2651 Siringo Road
Building H.

Telephone No.: 505 955 5712
Email: rrodarte@SANTAFENM.GOV



City of Santa Fe

Robert Rodarte, CPPO, CPPB
Purchasing Officer
Finance Division

Office: 505-955-5712 Fax: 505-955-5714
rrodarte@santafenm.gov

2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505

* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to www.mynpp.com or contact a customer service representative at 1-800-810-3909 or customerservice@mynpp.com.

Membership #: 043388



FIRE RESCUE
www.firerescue-gpo.com



In Partnership With

Welcome Jan
Member ID: 043388

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MY ACCOUNT

Update your information with us, change your password to something easier to remember. [View privacy policy here](#)

Title: _____ Work Phone: **(505) 955-3121**

Prefix: _____ Cell Phone: _____

First Name: **Jan** Fax: _____

Last Name: **Snyder**

CHANGE NAME

Email: jmsnyder@santafenm.gov

CHANGE PHONE

Address: **PO BOX 909**

Address #2: **200 MURALES RD**

City: **SANTA FE**

State: **NM**

Zip: **87504**

CHANGE ADDRESS

CHANGE PASSWORD

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National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization (“Lead Contracting Agency(ies)”) to be supplemented and made a part hereof and participating National Purchasing Partners (“NPP”) government entity members (“Participating Agencies”) including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH

**PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF
REQUIRED BY LOCAL OR STATE LAW.**

**LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of South Davis Metro Fire Agency (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the South Davis Metro Fire Agency and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Jeff Bassett
ITS: Fire Chief

Date: 10-3-13

Lead Contracting Agency Contact Information:

Contact Person: Jeff Bassett
Address: 255 S. 100 W
Bountiful, UT 84018
Telephone No.: 801-677-2408
Email: JBASSATT@SDMetroFire.org

**South Davis Metro Fire Agency
Fire Turnouts and Fire Related Equipment Solicitation Synopsis
Solicitation No. 2013-1**

Intent

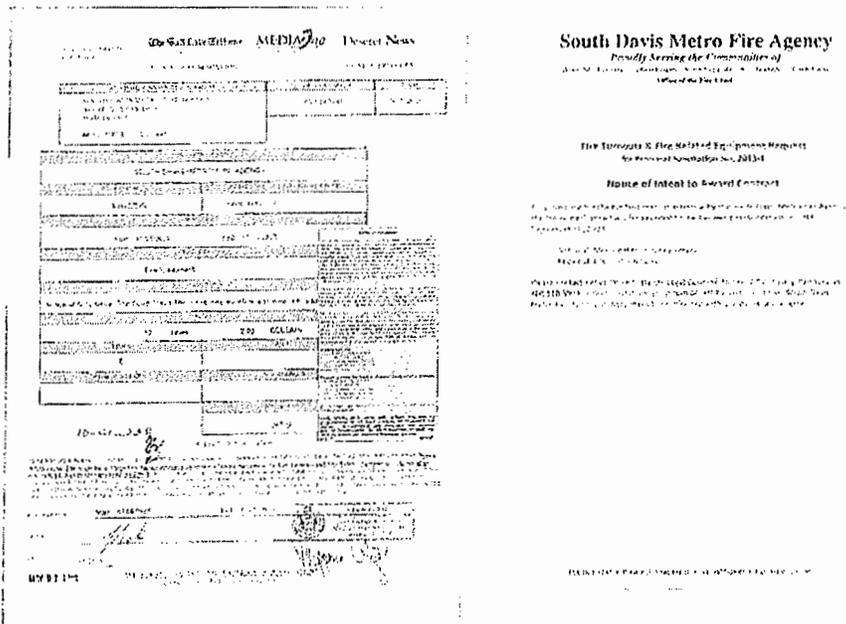
South Davis Metro Fire Agency in conjunction with National Purchasing Partners, LLC (NPP), dba FireRescue GPO and Public Safety GPO, served as Lead Agency to solicit proposals for Fire Turnouts and Fire Related Equipment providers to service the NPP membership. The published Request for Proposal (RFP) contains provisions that permit all members of NPP throughout the nation to "piggy-back" off the resulting Master Price Agreement(s).

Determination for issuing RFP

South Davis Metro Fire Agency has determined that it is neither practicable nor advantageous for South Davis Metro Fire Agency to procure Fire Turnouts and Fire Related Equipment 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 South Davis Metro Fire Agency from awarding the most advantageous contract(s) for South Davis Metro Fire Agency.

Procedure

South Davis Metro Fire Agency issued and published an RFP (2013-1) on June 24, 2013.



The RFP was posted to the following web sites: www.nppgovernment.com, www.firerescue-gpo.com, www.SDMetrofire.org, and www.findrfp.com

South Davis Metro Fire Agency received proposals from the following vendors:

1. L.N. Curtis
2. Municipal Emergency Services (MES)

Proposals were evaluated over a two-week period by South Davis Metro Fire Agency based on the criteria contained in the RFP.

South Davis Metro Fire Agency reviewed a summary of the recommendations and selected the successful proposer(s).

Evaluation

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

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to South Davis Metro Fire Agency and for the national membership base of National Purchasing Partners DBA FireRescue GPO and Public Safety GPO. South Davis Metro Fire Agency reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is South Davis Metro Fire Agency's intent to award a complete line of products, when possible and advantageous.

Best and final offers: South Davis Metro Fire Agency may issue requests for best and final offers (BAFO). Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

Competitive range: South Davis Metro Fire Agency reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Criteria: The evaluation criteria for this solicitation, in relative order of importance, are as follows:

- Conformance to the terms and conditions in the solicitation;
- Completeness of the proposal and required forms;
- Price, including favorable pricing for cooperative purchasing;
- Product lines offered;
- Service capabilities for all regions of the state
- Demonstrated vendor/staff experience/knowledge, and/or product quality; and
- References and Past Performance Information (PPI) review.

The evaluation committee selected L.N. Curtis as the Regional Proposer and MES as the National Proposer.

Pricing Structure

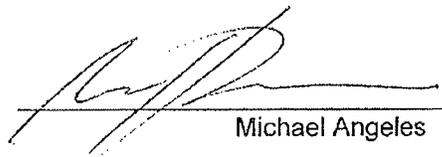
Core list pricing per vendor – See Price List Attachment A to MPA.

AFFIDAVIT OF MAILING

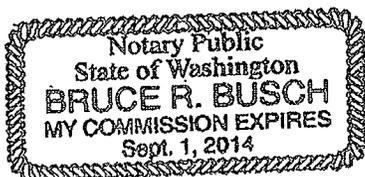
STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I, Michael Angeles, being first duly sworn on oath, deposes and states that I am a Contract Manager for National Purchasing Partners (dba Public Safety GPO and FireRescue GPO), a group purchasing organization. On May 8th, 2013, I caused to be deposited in the United States mail at Seattle, King County, Washington, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE EQUIPMENT to the following addresses:

L.N. CURTIS AND SONS C/O Nick Lawrence 4818 Skycrest Way Santa Rosa, CA 95405	MES C/O Shridhar Shah 7 Poverty Road 85H Bennett Square Southbury, CT 06488
TheFireStore.com 104 Independence Way Coatesville, PA 19320	Avon/ISI Mark Williamson 922 Hurricane Shoals Road Lawrenceville GA 30043
INLINE DISTRIBUTING COMPANY C/O Bryan Miller 14093 BALBOA BLVD Sylmar, CA 91342	Jerry Loran C/O Lion Apparel 28820 Forest Dr. Carbonado WA 98323


 Michael Angeles

SUBSCRIBED AND SWORN TO before me this 8th day of May, 2013 by Michael Angeles




 NOTARY PUBLIC in and for the State of
 Washington, residing at Seattle
 My commission expires: 7-7-2014



Pricing and Discount Summary

MES is offering the following products and discounts in this proposal. Pricing found in "Fire Equipment Pricing.xls" on the enclosed flash drive has list and catalog pricing in the form of PDF. Double clicking on the icon will open the price sheet. The applicable discount is listed above each icon. Items that are fixed pricing are also indicated.

The spreadsheet is tabbed at the bottom by category to simplify searching.

Turnouts

-All Honeywell Turnout Clothing are discounted as follows:

	51% off list
1-75 Firefighters	price
	55.5% off list
76-299 Firefighters	price
	59% off list
300+ Firefighters	price

-Honeywell footwear is 20% off MSRP

-Globe Turnouts are 41% off MSRP (limited to NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA)

-Globe Footwear is 25% off MSRP (limited to the same states as turnouts)

-Bullard Helmets at 35% off (not applicable in HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, or UT)

-Cairns Helmets are 30% off MSRP

Cairns Helmets no longer available as of July 2015

SCBA

- SCOTT Safety SCBAs, facepieces, and cylinders are 25% off MSRP (trade in credits allowable when conditions permit)
- SCOTT fill stations and compressors have a discount of free freight.
- SCBAs Inc equipment at 10% off MSRP

Equipment

- SCOTT Thermal Imaging Camera has 8% off MSRP
- RIT Safety ropes, harnesses, bailout systems, etc is 17% off MSRP
- CMC Recue ropes, harnesses, bailout systems, etc is 15% off MSRP
- Gemtor is 15% off MSRP
- Genesis Rescue tools is 10% off list (limited to UT, CO, NM, AZ, WA, OR, WY, NV, HI, MT and CA)
- Holmatro Rescue Tools is 5% off list (limited to AK, and ID)
- Hurst Rescue Tools is 20% off MSRP (limited to NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA)
- Ajax Rescue Tools is 15% off MSRP
- Duo Safety is 20% off MSRP
- Aluminum Ladder Co is 20% off MSRP
- Simulaid is 8% off MSRP
- Euramco (Ram Fan) is 20% off MSRP
- Tempest Products is 20% off MSRP
- Super Vac is 10% off MSRP (Valid in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK)
- Cutters Edge is 15% off MSRP
- Groves (Reddy Rack) is 15% off MSRP

- Nupla Tools is 30% off MSRP
- Leatherhead Tools is 30% off MSRP
- Akron Tools is 30% off MSRP
- Council Tools is 35% off MSRP
- Streamlight Flashlights is 40% off MSRP
- Fox Fury Flashlights is 12% off MSRP
- Kochler-Bright Star is 5% off MSRP
- Pelican is 25% off MSRP
- Crew Boss Wildland Gear is 12% off MSRP
- Petrogen Products is 10% off MSRP
- Flamefighter is 25% off MSRP
- Ziamatic is 25% off MSRP
- ESS Safety is 30% off MSRP
- Benchmade Products at 30% off MSRP
- Whelen is 25% off MSRP
- Duracel Batteries are 40% off MSRP
- Amerex Fire Extinguishers is 25% off MSRP

Hose

- Firequip Hose has a discount of 25% off catalog pricing

Brass

- Elkhart Brass (including Master Chief and Traditional line products) is 40% off MSRP

- Kocheck adaptors, etc is 40% off MSRP
- Task Force Tips (TFT) brass is 30% off MSRP (limited to PA, VA, NJ, FL, NY, NC, IL, TN)
- G-Force by TFT (national availability) has no discount per the manufacturer.
- Action Couplings is 25% off MSRP
- Harrington is 35% off MSRP
- S&H Products is catalog pricing which is approximately 30% off MSRP

Foam

- Ansul Foam is 20% off MSRP
- Chem Guard is 20% off MSRP
- CET Pumps is 10% off MSRP

Badges/Station Wear and Uniforms

- Blackinton Badges is 25% off MSRP.
- 511 Tactical station wear etc is 27% off MAP
- Tru Spec station wear etc is 25% off MAP
- Workrite Uniforms is 15% off MSRP
- VF Imagewear (Horace Small) is 20% off MSRP

Cleaning, Maintenance, and Customizations

- Northwest Safety Clean is fixed pricing for turnout cleaning and maintenance, alterations, and customizations.
- 511 Tactical customizations are fixed pricing
- Tru Spec customizations are fixed pricing

Fire Turnouts and Fire Related Equipment
MASTER PURCHASE AGREEMENT

This Master Purchase Agreement dated the last day of signature (effective date) is by and between the South Davis Metro Fire Agency ("Purchaser") and Municipal Emergency Services Inc. (MES) ("Supplier").

RECITALS

WHEREAS, the Supplier is in the business of selling certain Fire Turnouts and Fire Related Equipment and related products and services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Purchase Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Purchase Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 2013-1 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 “Products” shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 “Purchase Order” shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 “Unemployment Insurance” shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 “National Purchasing Partners” is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities within the membership. National Purchasing Partners’ membership includes participating public entities across North America.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Purchase Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by

Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal; and
- (iii) The RFP.

Supplier has responded with no Exceptions to the RFP Solicitation identified in Supplier's Proposal.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser"

hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, South Davis Metro Fire Agency shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

3.2 Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

3.3 Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

3.4 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the discount off list schedule for Products set forth on Attachment A hereto shall remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those

paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Attachments A and F herein, Supplier shall offer delivery and/or shipping costs prepaid Shipments shall be F.O.B. Ship Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract. To see additional terms please contact the distributor. If there are handling fees, these also shall be included in the pricing. Supplier shall bear all risk of loss during transit.

4.5 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party’s U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

All maintenance and warranty questions should be routed to Supplier at 866.288.4936. Supplier will facilitate and coordinate with the appropriate service center and contact.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser’s Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 16 - RELATIONSHIP OF PARTIES

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:
South Davis Metro Fire Agency
ATTN: Chief Jeff Bassett
255 South 100 West
Bountiful, UT 84011
If to Supplier:
David Mooney
MES
3801 Fruit Valley Rd
Vancouver, WA 98660

with a copy to:

Bruce R. Busch
Senior Vice President
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 18 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or

regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 19 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 20 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 23 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: [Signature]
Name: JEFF BASSETT
Title: Fire Chief
South Davis Metro Fire Agency
Dated: 9-23-13

SUPPLIER:

By: [Signature]
By: Municipal Emergency Services Inc.
Name: David Moore
Title: Regional Vice President
Dated: 9/20/13

ATTACHMENT A

to Purchase Agreement by and between SUPPLIER and PURCHASER.

Fire Turnouts and Fire Related Equipment **Contact MES for Complete Pricelist**



Pricing and Discount Summary

MES is offering the following products and discounts in this proposal. Pricing found in "Fire Equipment Pricing.xls" on the enclosed flash drive has list and catalog pricing in the form of PDF. Double clicking on the icon will open the price sheet. The applicable discount is listed above each icon. Items that use fixed pricing are also indicated.

The spreadsheet is tabbed at the bottom by category to simplify searching.

Turnouts

-All Honeywell Turnout Clothing are discounted as follows:

1-75 Firefighters	81% off list price
76-200 Firefighters	83.8% off list price
200+ Firefighters	85% off list price

-Honeywell footwear is 20% off MSRP

-Globe Turnouts are 41% off MSRP (limited to NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA) MO, NE, KS, IA, MN, SD, ND

-Globe Footwear is 25% off MSRP (limited to the same states as turnouts)

-Bullard Helmets are 35% off (not applicable in HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, or UT)

-Calros Helmets are 30% off MSRP

SCBA

-SCOTT Safety SCBAs, facepieces, and cylinders are 25% off MSRP (trade in credits allowable when conditions permit)

-SCOTT fill stations and compressors have a discount of free freight.

-SCBAs Inc equipment at 10% off MSRP

Equipment

-SCOTT Thermal Imaging Camera has 8% off MSRP

-RIT Safety ropes, harnesses, bailout systems, etc is 17% off MSRP

-CMC Recue ropes, harnesses, bailout systems, etc is 15% off MSRP

-Gemtor is 15% off MSRP

-Genesis Rescue tools is 10% off list (limited to UT, CO, NM, AZ, WA, OR, WY, NV, HI, MT and CA)

-Holmatro Rescue Tools is 5% off list (limited to AK, and ID)

-Hurst Rescue Tools is 20% off MSRP (limited to NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA)

-Ajax Rescue Tools is 15% off MSRP

-Duo Safety is 20% off MSRP

-Aluminum Ladder Co is 20% off MSRP

-Simulaid is 8% off MSRP

-Euramen (Ram Fan) is 20% off MSRP

-Tempest Products is 20% off MSRP

-Super Vac is 10% off MSRP (Valid in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK)

-Cutters Edge is 15% off MSRP

-Groves (Reddy Rack) is 15% off MSRP

- Nupla Tools is 30% off MSRP
- Leatherhead Tools is 30% off MSRP
- Akron Tools is 30% off MSRP
- Council Tools is 35% off MSRP
- Streamlight Flashlights is 40% off MSRP
- Fox Fury Flashlights is 12% off MSRP
- Koehler-Bright Star is 5% off MSRP
- Pelican is 25% off MSRP
- Crew Boss Wildland Gear is 12% off MSRP
- Petrogen Products is 10% off MSRP
- Flamefighter is 25% off MSRP
- Ziamatic is 25% off MSRP
- ESS Safety is 30% off MSRP
- Benchmade Products at 30% off MSRP
- Whelen is 25% off MSRP
- Duracel Batteries are 40% off MSRP
- Amcrex Fire Extinguishers is 25% off MSRP

Hose

- Firequip Hose has a discount of 25% off catalog pricing

Brass

- Elkhart Brass (including Master Chief and Traditional line products) is 40% off MSRP

- Kochek adaptors, etc is 40% off MSRP
- Task Force Tips (TFT) brass is 30% off MSRP (limited to PA, VA, NJ, FL, NY, NC, IL, TN)
- G-Force by TFT (national availability) has no discount per the manufacturer.
- Action Couplings is 25% off MSRP
- Harrington is 35% off MSRP
- S&H Products is catalog pricing which is approximately 30% off MSRP

Foam

- Ansul Foam is 20% off MSRP
- Chem Guard is 20% off MSRP
- CET Pumps is 10% off MSRP

Badges/Station Wear and Uniforms

- Blackinton Badges is 25% off MSRP.
- 511 Tactical station wear etc is 27% off MAP
- Tru Spec station wear etc is 25% off MAP
- Workrite Uniforms is 15% off MSRP
- VF Imagewear (Horace Small) is 20% off MSRP

Cleaning, Maintenance, and Customizations

- Northwest Safety Clean is fixed pricing for turnout cleaning and maintenance, alterations, and customizations.
- 511 Tactical customizations are fixed pricing
- Tru Spec customizations are fixed pricing

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner government members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization

ATTACHMENT B

to Purchase Agreement by and between SUPPLIER and PURCHASER.

ADDITIONAL SELLER WARRANTIES

ATTACHMENT C

to Purchase Agreement by and between SUPPLIER and PURCHASER.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Purchase Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.mynpp.com, under the Supplier vendor page. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

City of Santa Fe, New Mexico

memo

DATE: December 3, 2015
TO: Brian Snyder, City Manager
FROM: Jan M Snyder, Assistant Fire Chief *JS*
SUBJECT: New Mexico Finance Authority Loan for Fire Department Equipment
VIA: Erik L. Litzenberg, Fire Chief *EL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer

The City of Santa Fe Fire Department respectfully requests permission to obtain a Public Protection Revolving Equipment (PPRF) loan with the New Mexico Finance Authority (NMFA) for Fire Department personal protection equipment.

This loan will be utilized to purchase all new self-contained breathing apparatus (SCBAs), bottles, face pieces and rapid intervention (RIT) packs for the City of Santa Fe Fire Department.

The breakdown of the purchase would be:

- 100 SCOTT X3 SCBA packs
- 170 SCOTT 5500psi 45 minute bottles
- 30 SCOTT 5500psi 60 minute bottles
- 140 SCOTT 3000HT Face pieces
- 96 SCOTT EPIC IR Lapel Mics
- 96 SCOTT EPIC RI Amplifiers
- 3 SCOTT Rapid Intervention Team (RIT) Bags

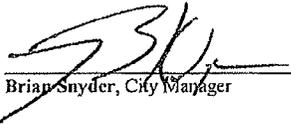
The value of the loan will be \$910,931.32 and be paid from our annual Fire Protection Fund (FPF) allocation (\$770,700.00 FY15/16) over 8 years at an estimated \$124,818.00 annual deduction. This deduction will be removed from our annual FPF check prior to being received by the Fire Department. The loan term of 8 years is less than the expected usable life of the equipment and the loan's interest rate is better than the average rate of inflation.

City of Santa Fe, New Mexico

memo

Thank you for your consideration of this matter and passing it on to the governing body for further approval. If you have any questions or are in need of further information you may contact me at (505) 955-3111.

Approved:



Brian Snyder, City Manager

Disapproved:

Brian Snyder, City Manager

Attachments: (8)

Quote from MES using Fire Rescue GPO (# 035134) price agreement
SCOTT Product information
NMFA PPRF Application
NMFA Financial Estimation information for an 8 year PPRF loan
Fire Rescue GPO Participating Agency Endorsement and Authorization
Fire Rescue GPO National Purchasing Partner Member Intergovernmental
Cooperative Purchasing Agreement
Letter to NM State Fire Marshal requesting permission to use our annual FPF
Approval from the NM State Fire Marshal to utilize our FPF to pay for the loan



City of Santa Fe Fire Department

P.O. Box 909, 200 Murales Road – Santa Fe, New Mexico 87504
(505) 955-3110 – FAX (505) 955-3115

September 3, 2015

New Mexico Public Regulation Commission
State Fire Marshal's Office
P.O. Box 1269
Santa Fe, NM 87504-1269

Fire Marshal John Standefer:

The City of Santa Fe Fire Department respectfully requests permission to obtain a Public Protection Revolving Equipment (PPRF) loan with the New Mexico Finance Authority (NMFA) for Fire Department personal protection equipment.

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Thank you for your consideration in this manner and I look forward to hearing from you. If you have any questions or are in need of further information you may contact me at (505) 955-3111.

Sincerely,



Erik J. Litzenberg
Fire Chief

Attachments: (4)

Product Quote (FR-GPO #035134)
General Product Information
Copy of NMFA PPRF Loan Application - unsigned
NMFA Financial Estimation information for an 8 year PPRF loan

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, CHAIR WOMEN
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY, VICE CHAIR
DISTRICT 5 SANDY JONES



P.O. Box 1269
1120 Paseo de Peralta, Room 413
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John Standefer, State Fire Marshal

800-244-6702 (In state only)
(505) 476-0066
Fax: (505) 476-0100

CHIEF OF STAFF

November 19, 2015

Jan M. Snyder Assistant, Fire Chief
City of Santa Fe, Fire Department
P.O. Box 909
Santa Fe, New Mexico 87504

Assistant Chief Snyder:

The letter you submitted on November 18, 2015 for the purchase of SCBA'S has been reviewed and approved. The City of Santa Fe Fire Department is authorized to use fire protection Fund monies for the purchase of SCBA'S. The SCBA'S shall meet the applicable NFPA Standards or current nationally accepted practices.

This letter shall serve as approval to expend fire protection fund monies to finance the cost of SCBA'S. The City of Santa Fe Fire Department is currently and ISO rating of 4 with a minimum yearly Fire Protection Fund Allocation of \$542,675.00

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance this SCBA'S. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions with please do not hesitate to contact me at 505-690-9312.

Sincerely,

A handwritten signature in cursive script that reads "Randy J. Varela".

Randy J. Varela
Fire Department Inspector

Chief, Eric Litzenburg
Vernon Muller, Deputy State Fire Marshal
File