

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 Rodriquez, 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

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

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

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

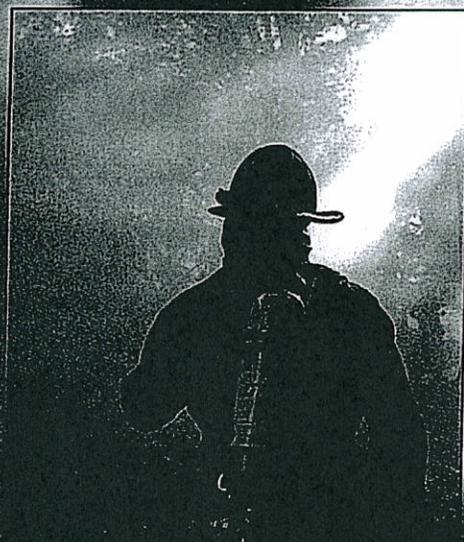
This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

ll 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

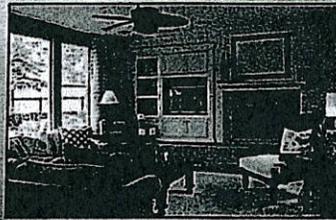
SHURSALES
& Marketing, Inc.
RELENTLESS PASSION

HOW THE CURRENT FIRE ENVIRONMENT CHANGED THE NFPA STANDARDS

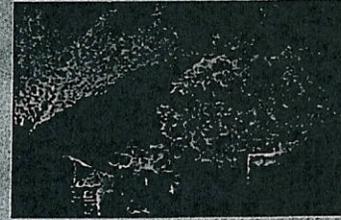
UL Analysis of Changing Fire Dynamics



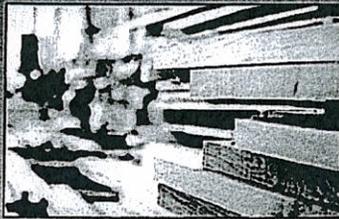
Larger Homes



Open Home Geometrics



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

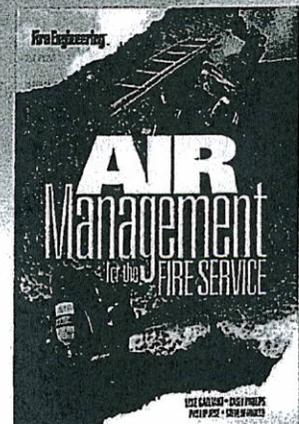
<http://bit.ly/1jB0GVM>

Air Management for Fire Service

<http://bit.ly/1Im6Xrw>

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

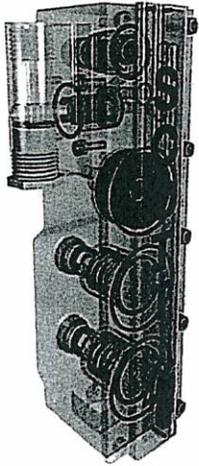
<http://www.chiefnorman.com>



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:

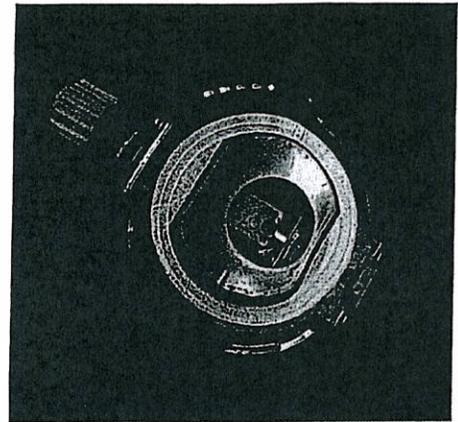


REDUNDANT PRESSURE REDUCER
2 reducers in 1 provide automatic backup



REGULATOR

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



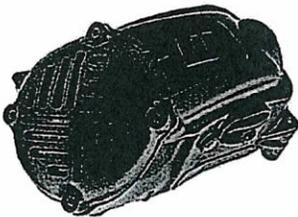
VIBRALERT

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

LOUDER. CLEARER. MORE EFFECTIVE.

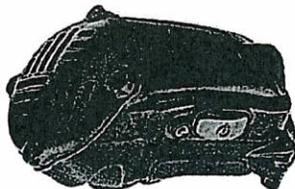
EPIC 3 Communication Platform

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



Bluetooth



CREW TALK (FORMERLY TALK AROUND)

- Available Spring 2015

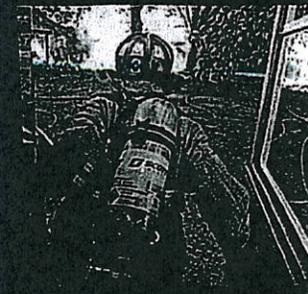
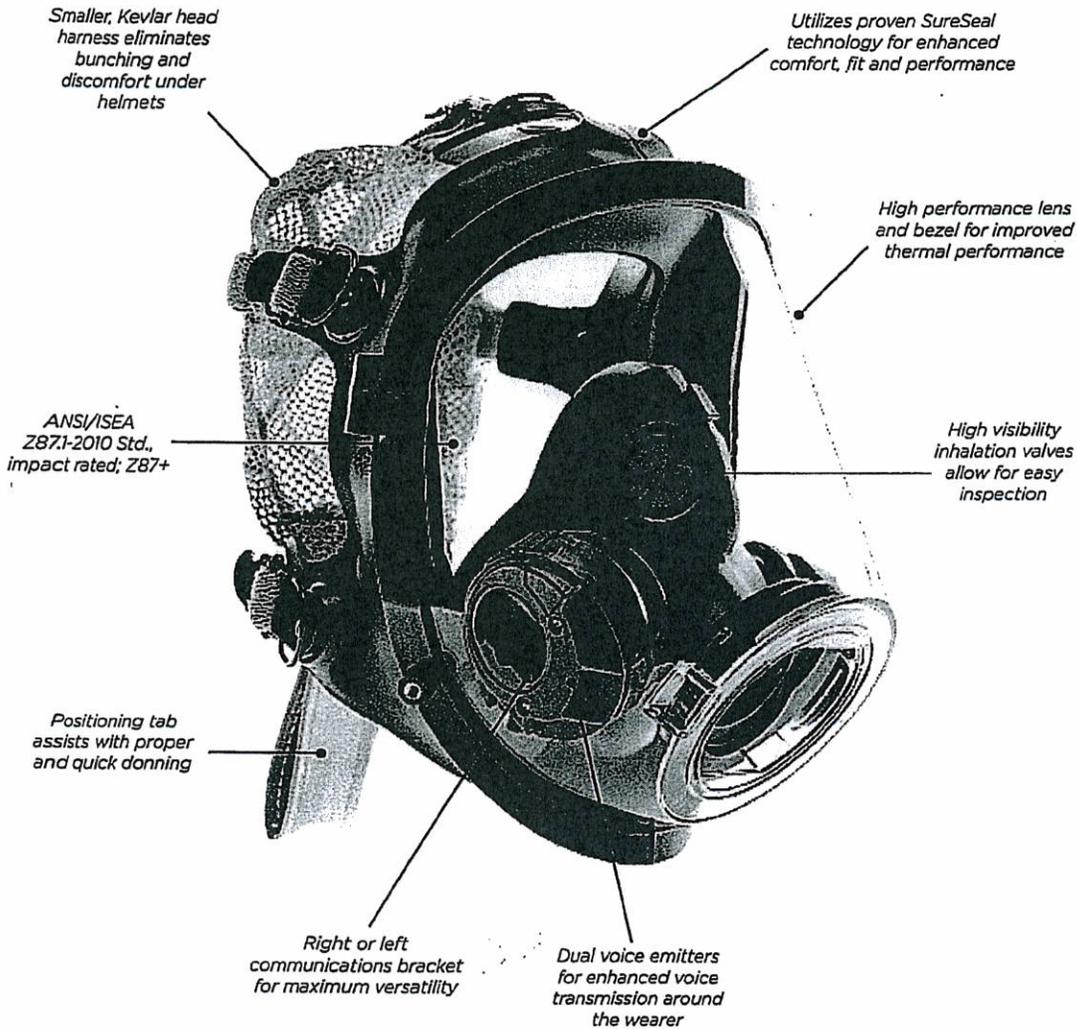
EPIC
COMMUNICATIONS

AV-3000 HT FACEPIECE



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

- R and L communication function!



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



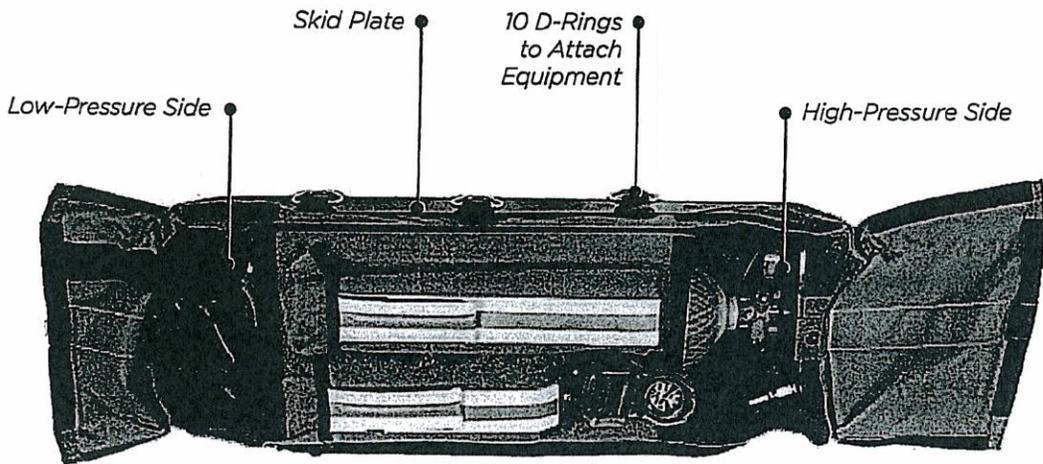
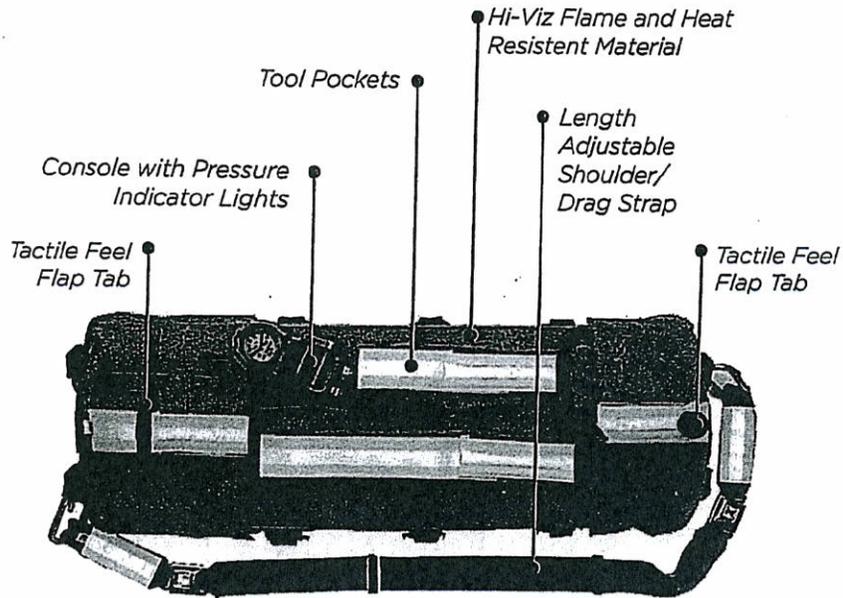
NIOSH PAPRs (non-CBRN)

RIT-PAK III

EMERGENCY AIR-SUPPLY SYSTEM



SCOTT
SAFETY



HIGH-PRESSURE SIDE INCLUDES:

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

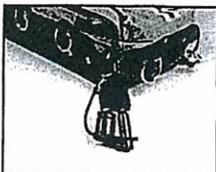
LOW-PRESSURE SIDE INCLUDES:

- Facepiece
- Regulator
- Low-Pressure Manifold

BAG DIMENSIONS:

- Length: 33 in.
- Width: 10.5 in.
- Height: 8.5 in.

FEATURES



LOW-PRESSURE MANIFOLD



FACEPIECE



CONSOLE

NFPA 2013 EDITION SCOTT PRODUCTS

SCOTT AIR-PAK AND ACCESSORIES



EPIC 3 COMMUNICATION SYSTEM

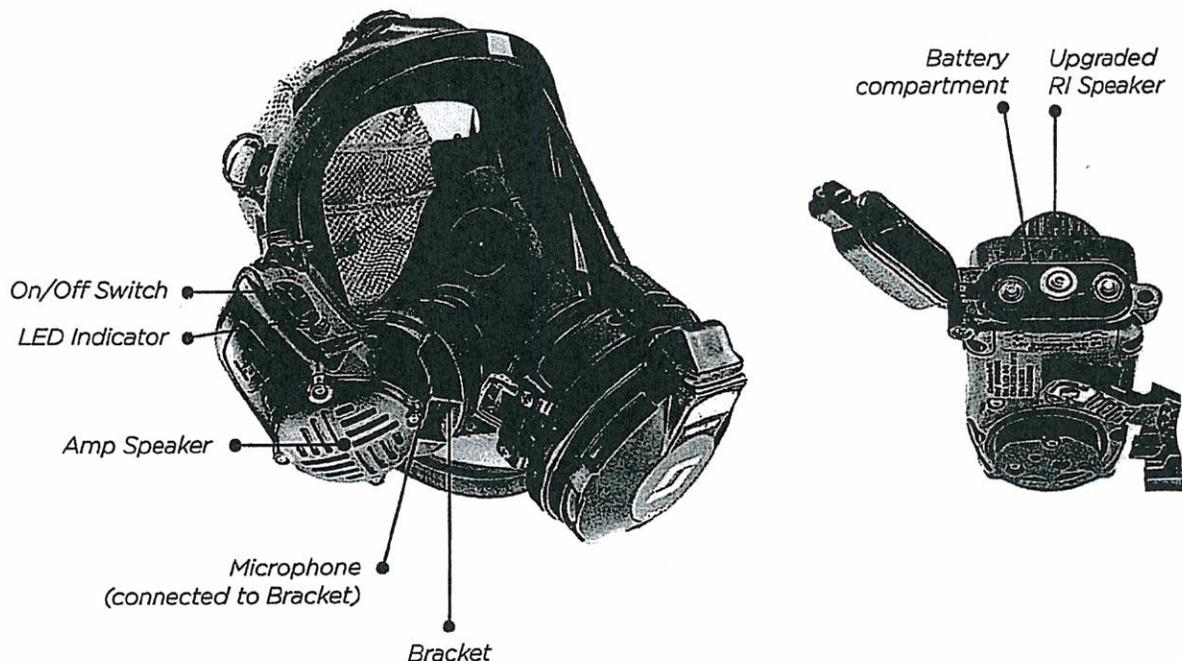
A voice amplifier that exceeds the challenging NFPA 2013 requirements for Speech Transmission Index (STI), the EPIC 3 communication system delivers never-before-heard voice clarity to fireground communications.

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.

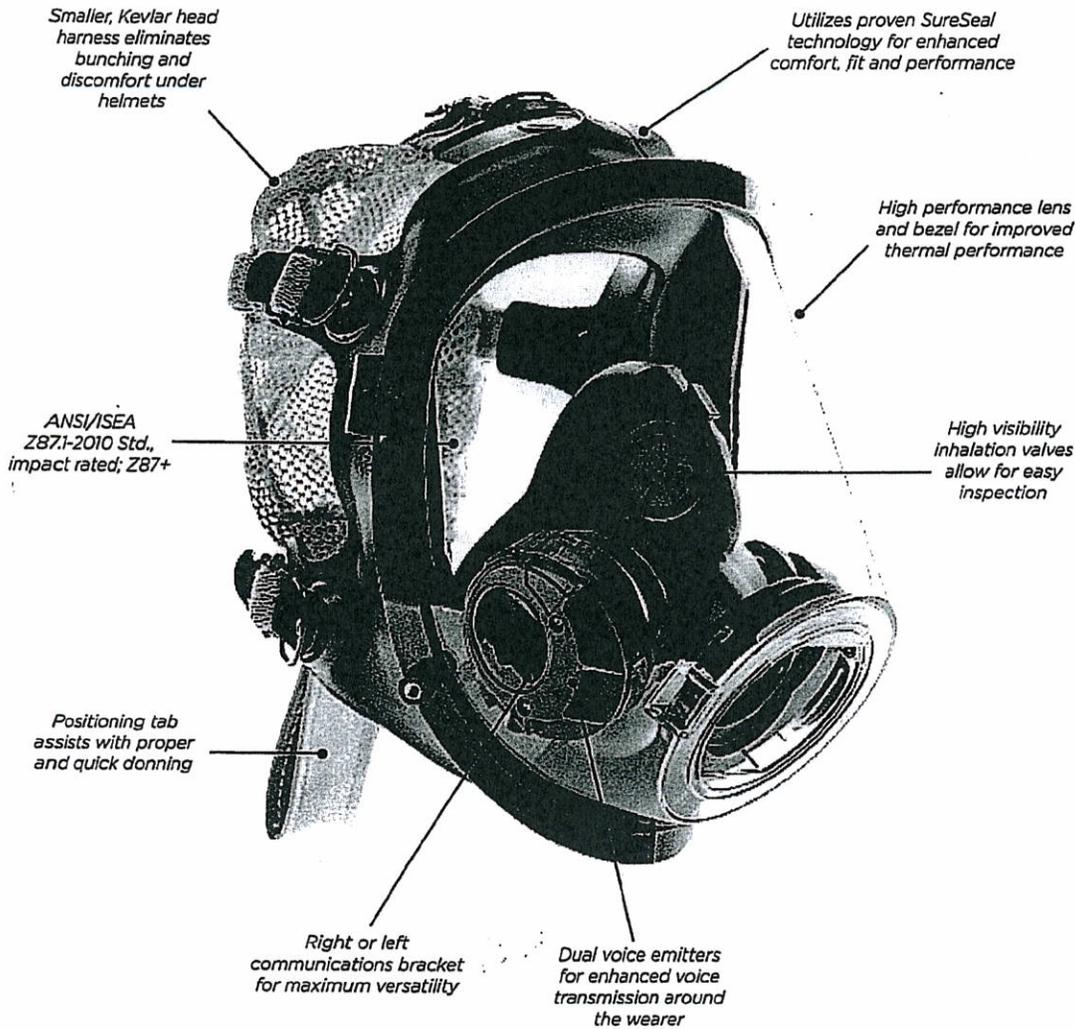


AV-3000 HT FACEPIECE



- 500° 25 mins
- 6ft drop test
- Direct flame exposure test
- CBRN

- R1 and Jtkasomul Jankim!



APPROVED WITH 2002 AND 2007 AIR-PAK SCBA

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APPROVED CONFIGURATIONS (COMPLETE LIST ON BACK)



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



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
	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
	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: 12/9/17

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



In Partnership With



Welcome Jan
Member ID: 043388

- HOME
- ABOUT US
- SERVICES
- MY ACCOUNT
- OUR VENDORS
- CONTACT US

MY ACCOUNT

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

Title: _____
Prefix: _____
First Name: **Jan**
Last Name: **Snyder**
Work Phone: **(505) 955-3121**
Cell Phone: _____
Fax: _____

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

I would like to receive information about new contracts, promotions, bonus givaways and the newsletter.

877.329.8847 or [Email](#)

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 84010

Telephone No.: 801-677-2400
Email: JBASSETT@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.

South Davis Metro Fire Agency
Proudly Serving the Communities of
Jordan Park, Layton, Ogden, North Ogden, Riverdale, South Ogden,
West Ogden, and West Valley

Fire Turnouts & Fire Related Equipment Request
for proposal 2013-001 (2013-1)

Notice of Intent to Award Contract

Proposals and offers for this Request for Proposal were received by the South Davis Metro Fire Agency. The following Contract will be awarded to the lowest responsive offer on September 11, 2013.

Approved: _____
Agency Director

Prepared by: _____
Agency Director

Printed on: _____
Agency Director

Printed on: _____
Agency Director

Printed on: _____
Agency Director

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

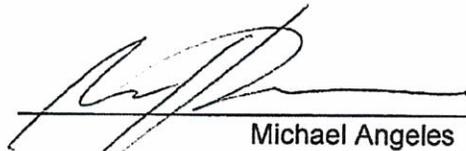
Core list pricing per vendor – See Price List Attachment A to MPA.

AFFIDAVIT OF MAILING

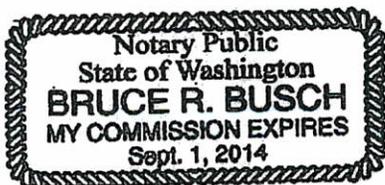
STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

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: 9-1-2014