


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Master Purchase Order No.	0698A0112		
<b>City &amp; County of Denver</b>		Date:	March 6, 2012	Revision No.	
Purchasing Division		Payment Terms	Net 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Ground		
United States		Buyer:	Jessica Skibo		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8110		

Vendor: 0000071095      Phone: 303-781-4521      Fax: 303-781-4573      Email: mblackburn@mesfire.com

Municipal Emergency Services  
 700 W. Mississippi Ave. #E6  
 Denver, CO 80223  
 Attn: Michael Blackburn

Ship To: Ordering Government Entity  
 Bill To: Ordering Government Entity

**1. Goods/Services:**

Municipal Emergency Services, a Corporation in the State of Connecticut, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

**4. Term:**

The term of this Master Purchase Order shall run from shall run six (6) months from date of City Signature.

**5. Extension or Renewal:**

The City and County of Denver reserves the right to renew and extend the Master Purchase Order, upon mutual agreement between the City and County of Denver and the vendor for additional six (6) month period.

**6. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**7. Inspection and Acceptance:**

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

**8. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**9. Risk of Loss:**

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**10. Invoice:**

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**11. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Ten-Million Dollars (\$10,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**12. Amendments/Changes:**

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**13. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**14. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**15. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**16. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**17. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**18. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master

Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**19. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**20. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**21. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**22. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.


**23. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

- 24. No Construction Against Drafting Party:**  
No provision of this Master Purchase Order shall be construed against the drafter.
- 25. Status of Vendor/Ownership of Work Product:**  
Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.
- 26. Records and Audits:**  
Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.
- 27. Remedies/Waiver:**  
No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.
- 28. No Discrimination in Employment:**  
Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.
- 29. Use, Possession or Sale of Alcohol or Drugs:**  
Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.
- 30. Conflict of Interest:**  
No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Municipal Emergency Services, Inc  
(Company Name)


By:   
(Authorized Signature)

Print Name: Michael Blackburn

Title: Denver Metro Sales Rep

Date: March 8, 2012

City & County of Denver, Purchasing Division

By: 

Print Name: Jessica Skibo

Title: Senior Buyer

Date: March 16, 2012

EXHIBIT "A"

Vendor: Municipal Emergency Services, Inc. (MES)  
Title: SCBA EQUIPMENT FOR COLORADO FRONT RANGE  
Master Purchase Order No.: SCBA\_UASI\_FTRNG0698A

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**It is recommended that you use your Master Purchase Order No. – 0698A0112, in all future correspondence, billing, invoicing or other communications.**

*Please note, when the Master Purchase Order refers to the City and County of Denver, it is mentioned on behalf of all end using entities.*

Description of the goods, and services related thereto, being purchased and pricing:

**HOMELAND SECURITY, URBAN AREA SECURITY INITIATIVE (UASI):**

Municipal Emergency Services, Inc (MES) acknowledges and agrees that the supplies purchased through this Master Purchase Order are being purchased entirely with Homeland Security grant funds on behalf of multiple agencies throughout the Colorado Front Range.

The City and County of Denver's sole obligation under this Master Purchase Order is to provide competitive pricing and a responsive responsible vendor. The end using agencies are the intended beneficiaries of the Master Purchase Order.

Upon delivery of the supplies, title to the supplies will transfer directly from Municipal Emergency Services, Inc to end using agency. At such time, all rights under the Master Purchase Order shall vest in the Ending Using Agency. In the event of any conflict between or among Municipal Emergency Services, Inc and The End Using Agency, the terms and conditions stated herein shall govern.

**COOPERATIVE PURCHASING:**

**It is a specific requirement of this agreement, only departments who are approved through the offices of Urban Area Security Initiative (UASI) or Homeland Security North Central Region (NCR) may cooperatively purchase off the agreement when approved for a Department Wide Upgrade. Furthermore, departments who have been approved for the above grants, may also have matching funds to liquidate, thus Municipal Emergency Services, Inc will be required to work closely with the UASI and NCR contacts for approved lists and grant amounts. No agency may purchase off the Master Purchase Order without prior approval, nor shall the resulting agreement be used to purchase single items as necessary.**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this Master Purchase Order that pricing offered herein to the City and County of Denver may be offered by Municipal Emergency Services, Inc to any other governmental jurisdiction purchasing the same products providing they have authorization to do so as outlined above.

Municipal Emergency Services, Inc must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**PRODUCT/PERFORMANCE LITERATURE:**

MES will be required to furnish manuals and parts books on items proposed, plus current repair parts price sheets with all delivered equipment.

**F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Metro Denver, Colorado, delivered to various locations around the Colorado Front Range. Locations to include, but not limited to: Denver Metro, Elbert County, Douglas County, Arapahoe County, Jefferson County, and I-70 Corridor to Clear Creek County.

**DELIVERY CONSIDERATIONS:**

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 90 calendar day period. Vendors proposing products should determine if they have access to products and can deliver such products in a responsible time period.

**Prior to delivery MES must confirm with end using agency delivery location, trade-in process and time for required training as outlined herein.**

**WARRANTY GUARANTEE:**

The successful vendor shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours.

The warranty as defined in number 13 above applies to all goods procured through the agreement or the Manufacturer's Warranty, whichever is greater.

The MES Rocky Mountain Branch, located in Denver, CO will house over 100K of NXG7 stock parts in the warehouse with over 1 Million dollars worth of warranty and replacement parts in our 15 additional warehouses. Each of the 3 local, Denver Based, service vans will have over 25K of stock parts on each rig. MES will increase the stocking level proportionately based on the number of NXG7 airpicks that will be in service in the Denver Metro market.

Upon completion of the Scott Overhaul tech class, the agency is considered an In-House Service Center and can work directly with Scott Safety on any warranty issue that arises. The IHSC will allow the end user to repair or replace any part on the unit and send it back to Scott for warranty replacement.

Another level of repair is the Scott Operational tech class. This class can be administered by the MES repair techs and will allow the users to work on a limited number of items (AV3000, shoulder and waist straps, EZ Flo Regulators, EBSS cap, UIC/RIC Caps).

MES techs and Service Center will work with all the agencies on any warranty issue that arises. Techs should be mobile and in service vans, to make service and warranty trips to anywhere in Colorado.

**APPROVALS:**

All equipment shall be NIOSH Approved and NFPA 1981 2007 Standard Approved. Such approval should be made available to requestor(s) from the various governmental entities upon request.

**SHELF LIFE LABELING:**

Manufacturer shall be responsible for labeling each individual cylinder to indicate "Manufactured Date" date by month/year.

**TRADE-IN PROVISIONS:**

Municipal Emergency Services, Inc shall take into consideration that all trade-in units may be in service until replaced by serviceable new units. The City and County of Denver does not guarantee the condition of trade-in equipment. The City shall have no obligation to restore the equipment to acceptable condition or to pay for any repairs found to be necessary.

All trade equipment outlined in this proposal, if accepted, will be released to the Municipal Emergency Services, Inc within six (6) months after acceptance of new equipment.

Municipal Emergency Services, Inc is responsible for the pickup of all trade-in equipment and ensuring all trade-in's are received. The City and County of Denver shall not assist in the trade-in equipment nor be responsible for obtaining said equipment from the various governmental entities involved.

**REPORTING:**

Municipal Emergency Services Regional Manager, Sam Goldwater, shall be responsible for reporting back to the City & County of Denver Purchasing, the City's UASI Division of Emergency Management and North Central Region Program Administrators the following reports:

- Quantities of Units with End User Receiving such Units, Scott's Part Number and specific Serial Number
- Quantities of Fit Tests Provided and to what End Using Agencies
- Number of Trade Ins Received with End User Information
- Total Spend for all items provided, broken down by unit, trade in and services provided

**PAYMENT CONDITIONS:**

Partial payments may be authorized on individual written purchase orders issued for this procurement, providing items are received and accepted by the end using agency and proper documentation and invoices have been provided to UASI Finance.

Vendor shall notify UASI Finance via email in advance once deliveries are scheduled and provide tracking information.

Vendor shall not invoice prior to delivery of all products to the requested agency. Vendor MUST provide invoice, packing slip, serial numbers, and proof of delivery directly to the address below for payment processing.

Office of Emergency Management  
ATTN: UASI  
1437 Bannock St Rm 3A  
Denver, CO 80202

**LABORATORY TESTING:**

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, Municipal Emergency Services, Inc shall be required to pay all costs of testing. If product found to meet specifications, the City shall pay all costs.

**TRAINING:**

MES shall provide a complete training package to meet NFPA Standard 1852 to each ordering agency to include, but not limited to the following:

- **Donning and Doffing**
  - Each user will be instructed on how to put on and take off the airpack and be shown to wear the unit properly for the best fit to reduce fatigue when wearing the unit.
  - Each User will be show the best way to remove the airpack from their back and stow it in a ready state position.
- **Use and Operation**
  - Each user will be instructed on how to change a cylinder, turn on the unit and be familiar and comfortable with every feature on the unit including: Heads Up Display, EZ Flo Regulator, Dual EBSS, UIC/RIC and the use of the AV3000 mask
- **Cleaning and Contamination**

- Each user will be instructed on how to clean the unit with either soap/water or the Scott Wescodyne to disinfect the contaminations in the EZ Flo Reg.
- **In-House Repair and Replacement of Components**
  - Any receiving agency will have the opportunity to attend an In House repair class (with requirements met from Scott) and once completed be able to repair or replace components of the NXG7 airpack.
- **Inspection and Evaluation**
  - During the training, each user will be instructed on how to Inspect and Evaluate the airpack for safety concerns based on the Daily Function check. During the Daily Function Check, the user will be able to spot or detect any visual issues with the airpack and be able to make an informed decision on whether or not to remove the pack from service.
- **Warranty and Return**
  - Each user will be apprised of the Scott Warranty and be instructed on how to handle any warranty and return issues. The MES sales reps and MES repair techs can also assist in any warranty and return items through or Local branch in Denver.
- **Retirement**
  - Retirement of any Scott product would be on a case by case basis and would need individual inspection by a qualified Scott tech. MES would assist any agency in this process.

The MES sales reps will provide either individualized training for any Fire Fighter or a Train the Trainer program for the Agency. The Train the Trainer program is a 4 hour class with 2 hours of class room and 2 hours of hands on training.

The MES Sales reps will also provide individualized training for each receiving agency which can be customized per the discretion of the agency. MES will commit to working with every single firefighter on the use and operation of the NXG7 and 5.5 Airpack to ensure they are properly trained on the use and operation of the unit.

#### PRE-DELIVERY:

Prior to delivery, new units of equipment must be completely serviced in accordance with the manufacturer's specifications and NFPA 1981 Standard, 2007 Edition. Such service is to be documented and documentation shall accompany the units for delivery. The receiving department reserves the right to assess the selling dealer \$150.00 per unit if the necessary pre-delivery service is not performed

The MES Sales reps and MES Repair Technicians will be responsible for inspecting each and every pack upon delivery at the MES warehouse or receiving agencies designated building. Each pack will be put into service by installing the included batteries, attaching a full SCBA cylinder, powering it up and the Daily Function check performed. The Daily Function check includes turning on the cylinder, checking all electronics and PASS device. The HUD and Dual EBSS are also checked for operability as well as the battery life. The unit is now ready for service.

#### NXG7 CERTIFICATION:

MES shall also be responsible for providing a class with Certification on the maintenance and repairing of the Scott NXG7 to a minimum of 1 technician per end using agency or governmental entity.

MES will help set up, in conjunction with Scott Health and Safety, a Technician Overhaul Level Class that will allow the users the ability to repair and maintain the Scott NXG7 and 5.5 airpacks to factory standards. The Scott Overhaul Technician class spans over 3 days and the attendants must pass a written and oral exam and exhibit proficiency in repairing and rebuilding the NXG7 airpack.

The requesting UASI receiving agency can host the repair class or MES can host the repair class at their local warehouse in Denver. There is no limit to the number of members per end using agency that can attend the class. Multiple classes can be set up for the various agencies. There is no cost associated to the UASI agency with the Scott Overhaul class

The Certification shall cover in detail the following:  
Program Overview



- A. Course Objectives
  - 1. Description of Scott NXG7 Airpack
  - 2. Regular Operational Inspection
  - 3. Accessories
  - 4. Donning and Doffing
  - 5. Changing Cylinder
  - 6. Cleaning and Storage

**FIT TESTING:**

MES shall be capable of providing Fit Testing as outlined in NFPA 1852, 2008 Edition at the end using agencies request.

MES will provide on-site fit testing at various agencies across the Colorado Front Range with our 3 mobile service vans and qualified techs that are based out of the Denver branch. Each tech, shall be Scott airpack certified and fit test certified for the Scott masks. Each of the 4 MES sales reps that are based out of the Denver branch shall also be certified to fit test and have access to fit testing machines. MES will bring in additional fit testing units from other parts of the company to meet the needs of the Front Range Region awarded under this Master Purchase Order. If need be, additional techs should be deployed to Colorado to assist with the fit testing needs for the end using agencies. Certified reps and techs as follows:

Sales Reps:

Michael Blackburn: Denver Metro Area  
John Thompson: Elbert County and South Metro Area  
Duane Schlottenauro: Clear Creek County and West Metro Area  
Pat Sheehan: Gov't Sales (Will be assigned to UASI for the project)

Service Techs:

Derrick Middelstadt  
Brandon Franck  
Jerry Scott

Service and Sales Rep Lead Coordinator:

Heidi Camden-Britton

**DELIVERY TRANSITION:**

Delivery of the airpacks and related accessories will be coordinated with the end user agency meeting their particular situation and needs. MES may use the local warehouse to take delivery of all the equipment. If the receiving agency would prefer, MES will take delivery of the equipment and then our techs or sales reps would do a function check and ensure the pack is ready for service. MES could then deliver the equipment to the agency in a service ready state.

**Transition Outline:**

Orders placed with approved PO from Denver Purchasing

Initial Meeting with each receiving agency to discuss transition and timelines

Shipping Delay: During this time, each department will be Fit Tested and initial trainings can be started with our Demo equipment (if agency approves)

Equipment Arrival: Delivery direct to agency with MES meeting the delivery or Delivery to MES warehouse and techs start In service on Airpacks.

Final Training: Train the Trainer or MES sales rep visits each agency to train each user.

Trade In Acquisition: Upon completion of Fit Testing, Training and In service, Pick up is scheduled and fulfilled.

Upon award, the MES Sales Reps, Office Staff and Repair Techs will coordinate schedules to include Initial Meetings with Receiving Agency, Fit Testing, Training of each User/Train the Trainer, Delivery and In-Service and then Trade In Pick up. MES will provide sufficient staff through the life of the contract located at our Local, Denver branch that will be assigned to work on this project as a team. The VP of Operations, Jeff Johnson will also oversee and coordinate the Scott individual orders placed for each End user agency.

MES will provide at minimum: a Regional Manager (Sam Goldwater), 3 inside sales reps (Alex, Heidi and Lauren) along with 4 outside Sales reps (Michael Blackburn, John Thompson, Duane Schottenaar, Pat Sheehan) and 3 Repair Techs (Jerry, Brandon, Derrick) to work on this project.

Heidi Camden-Britton, Service and Sales Rep Lead Coordinator, will be the lead on scheduling all the service techs for Fit Testing and In-Service on the delivery for Airpaks. The Outside Sales Reps will coordinate all the agency visits to discuss the timelines and discuss how the agency would like to be trained.

#### ITEMS and PRICING:

Item No.	Description	Model No.	UOM	Unit Pricing
1	<b>SCOTT, NXG7 Air-Pak, SCBA</b> with standard clips, 4500 psig, E-Z Flo+ w/QC Regulator with HUD, Dual EBSS	AP3140204200202	each	4,418.50
2	<b>SCOTT, NXG7 Air-Pak, SWAT SCBA</b> with standard clips, 4500 psig, E-Z Flo+ w/QC Regulator with HUD, Dual EBSS, with hard case (NO PASS DEVICE)	AP3140204200111	each	3,996.00
3	<b>SCOTT, NXG7 Air-Pak, SCBA</b> with standard clips, 5500 psig, E-Z Flo+ w/QC Regulator with HUD, Dual EBSS	AP3150204200202	each	3,752.50
4	<b>SCOTT, NXG7 Valve Assembly</b>	805783-01	each	288.88
5	<b>SCOTT, EZ Flo+ Regulator, CBRN Rated</b>	200077-30	each	1,011.11
6	<b>SCOTT, AV3000 SureSeal Facepiece</b> Kevlar with Comm Bracket	805773-84, 85, 86	each	205.00
7	<b>SCOTT, AV2000 Facepiece</b> Comfort Seal with Grey Nosecup	804191-74	each	190.00
8	<b>SCOTT, EPIC Voice Amplifier</b>	200260-01	each	306.22
9	<b>SCOTT, Voice Amplifier</b>	804564-01	each	380.61
10	<b>SCOTT, AV3000 Amplifier Brackets</b>	200715-01	pair	20.22
11	<b>SCOTT, AV3000 NoseCup, 2007 edition</b>	31001044	each	28.16
12	<b>SCOTT, AV2000 NoseCup, 2007 edition</b>	31001256	each	36.11
13	<b>SCOTT, NXG7 Posi-Chek Midrange Interface</b>	805381-02	each	Included
14	<b>SCOTT, Hose to Hook-up to Posi-Chek</b>	200225-1	each	Included

Item No.	Description	Model No.	UOM	Unit Pricing
15	<b>SCOTT, 30 Minute Cylinder,</b> Carbon, 4500 psig	200128-01	each	631.15
16	<b>SCOTT, 45 Minute Cylinder,</b> Carbon, 4500 psig, Stubby	200129-01A	each	858.00
17	<b>SCOTT, 60 Minute Cylinder,</b> Carbon, 4500 psig	200130-01	each	962.00
18	<b>SCOTT, 60 Minute Cylinder,</b> Carbon, 4500 psig, with Valve	804723-01	each	962.00
19	<b>SCOTT, 30 Minute Cylinder,</b> Carbon, 5500 psig	200967-01	each	650.00
20	<b>SCOTT, 45 Minute Cylinder,</b> Carbon, 5500 psig	200970-01	each	842.16
21	<b>SCOTT, 60 Minute Cylinder,</b> Carbon, 5500 psig	200973-01	each	1,050.00
22	<b>SCOTT, 75 Minute Cylinder,</b> Carbon, 5500 psig	200976-01	each	1,100.00
23	<b>SCOTT, Rit Pak II</b>	200223-01	each	1,473.33
24	<b>SCOTT, Rit Pak III</b>	200954-02	each	2,120.44
25	<b>Annual Fit Testing</b> of the Face Masks	Fit Testing	per test	10.00

Item No.	TRADE IN'S	UOM	Unit Price
26	SCBA Air-Pak	each	200.00
27	60 Min Bottles	each	10.00
28	45 Min Bottles	each	10.00
29	30 Min Bottles	each	10.00
30	Valves for Bottles	each	-
31	Regulators	each	10.00
32	AV 2000 Facepiece	each	-
33	AV 3000 Facepiece	each	5.00
34	RIT PAK	each	-

**FOR MORE INFORMATION, CONTACT BUYER, JESSICA SKIBO,  
720-913-8110 or [Jessica.skibo@denvergov.org](mailto:Jessica.skibo@denvergov.org)**