



FIRE RESCUE PRICE AGREEMENT CONTRACT
GROUP PURCHASING
 www.firerescue-gpo.com

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

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

Vendor: <i>Municipal Emergency Services</i> <i>3801 Fruit Valley Road</i> <i>Vancouver, WA 98660</i>	Cooperative Purchasing Group Lead Agency: Tualatin Valley Fire & Rescue 20665 SW Blanton Street Aloha, Oregon 97007
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STATEMENT OF WORK (Work): The provision of complete SCOTT Airpak units and Cylinders for only the US States indicated in Exhibit B. This contract does not include Scott repair parts.

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

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

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

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

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

Vendor: Municipal Emergency Services <u>10/20/2010</u> Date <u><i>Bill Hedden</i></u> Signature <u>V.P. Western Operations</u> Officer of Vendor <u>303-880-6225</u> Phone/Fax <u>65-1051374</u> Employer Id Number	Cooperative Purchasing Lead Agency: <u>11/17/2010</u> Date <u><i>Debra Guzman</i></u> Signature Debra Guzman, Chief Financial Officer Cooperative Purchasing Lead Agency Representative: Eric Wicks, Purchasing Manager Phone 503-259-1157, Fax 503-649-2706 Fire Rescue GPO: <u>11/19/2010</u> Date <u><i>[Signature]</i></u> Signature
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Price Agreement 10-0012 – Exhibit A, Terms and Conditions,

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

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

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

10. Independent Contractor Status.

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

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

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

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

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

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

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

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

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

END



States Covered and Discount Rates Details

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

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

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

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

- Repair Parts

PRICING FORM

Solicitation No: RFP 10-0012

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

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

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

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

States Covered and Discount Rates

Bidder must indicate any and all states where products and services can be offered. Please indicate the discount rate for each state if it varies. Add additional information or sheets as needed to adequately present pricing, discounts, distributors, etc.

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

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



Opportunities for Additional Discounts

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

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

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



SCOTT HEALTH AND SAFETY FACTORY WARRANTY

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

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

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

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

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

H/S 6639 8/07

All Rights Reserved.



Municipal Emergency Services Warranty Offering

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

- Have the expertise to train and support the purchaser in the unique aspects of health and safety issues related to all of the below SCOTT products
 - Air Supplied Products
 - Air Purifying Products
 - Thermal Imaging Products
 - Portable Gas Detection Products

Core Fire Products

 - NFPA Air-Paks or Air Pak Kits
 - Carbon Fiber Cylinder/Valve assemblies
 - AV2000 / AV3000 Face Pieces
- Have as its primary focus the promotion and selling of safety, fire protection and related technical products to the public fire service market (Municipal, state, federal and government agencies).
- Maintain a trained outside sales force that actively promotes and sells products to customers in the public fire service market through direct contact with such customers in the territory.
- Maintain SCOTT demonstration equipment, per stocking location, as needed to promote the sale of SCOTT products.

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



MES LOCATIONS WITH MOBILE SERVICE CAPABILITY

MES - Arizona

Serving: AZ, NV
2330 West University Drive
Unit 10
Tempe, AZ 85281
Toll Free: 877-817-6100
Fax: 480-967-6101

MES - Illinois

Serving: IL
401 Peoria Street
Washington, IL 61571
Toll Free: 800-322-8402
Fax: 309-444-8555

MES - Indiana

Serving: IN
6975 Hillsdale Court
Indianapolis, IN 46250
Toll Free: 888-322-8402
Fax: 317-596-1701

MES - Mid-America

Serving: NE, IA, SD, ND, MN,
KS, MO
1751 County Rd, 20th Ave.
Fremont, NE 68025
Toll Free: 800-228-9014
Fax: 402-727-5789

MES - New York

Serving: NY, CT, MA, VT
261 Upper North Road
Highland, NY 12528
Toll Free: 800-560-8030
Fax: 845-691-4319

MES - Northwest

Serving: ID, WA, OR, ALASKA
3801 Fruit Valley Rd., Suite C
Vancouver, WA 98660
Toll Free: 866-288-4936
Fax: 360-737-1632

MES - Pennsylvania

Serving: NJ, PA, DE
180 Gordon Drive, Suite 113
Exton, PA 19341
Toll Free: 866-363-2270
Fax: 610-363-6067

MES - Rocky Mountain

Serving: CO, WY, MT, UT
4081 South Eliot Street
Englewood, CO 80110
Toll Free: 866-746-0198
Fax: 303-781-4573

MES - Southeast

Serving: NC, SC, GA, AL, TN
6601-P Northpark Blvd.
Charlotte, NC 28216
Toll Free: 800-868-8584
Fax: 704-599-4605

MES - Texas

Serving: LA, OK, TX
15865 International Plaza Dr.
Suite 240
Houston, TX 77032
Toll Free: 800-784-0404
Fax: 281-442-9199

MES - Virginia

Serving: VA
648 Independence Pkwy
Suite 200
Chesapeake, VA 23320
Toll Free: 800-627-4736
Fax: 757-436-3504

Local Service in Northwest

MES has two, Northwest based, SCOTT Heath & Safety certified mobile technicians. Both are certified to provide service and warranty work on the AP75 units specified.

Our Vancouver, WA facility is the stocking location for SCOTT warranty and repair parts. This includes parts available to repair NXG7 & AP75 air packs. Warranty and repair services can be performed at the customer site or at our facility in Vancouver, WA. MES has a service coordinator that works with our mobile service technicians and our customers to coordinate warranty and service work. This resource will provide one point of contact for any issues that need to be resolved. The contact name is Heidi Camden-Britton. She can be reached at 866-746-0198. Our Service and Warranty coordinator will respond to all requests for warranty assistance within 24 hours. We will meet the 72 hour turn around requirement.



Local Service in the Northwest Continued

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

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

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

Welcome to the Scott Family!

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

Questions...

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

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

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO. 63 MONROE, NC
POSTAGE WILL BE PAID BY ADDRESSEE

SCOTT HEALTH & SAFETY PRODUCTS
ATTN: WARRANTY TEAM
309 W CROWELL ST
MONROE NC 28112-4649

Price Agreement 10-0012 - Exhibit B

SCBA Owner Name _____

Address _____

City _____ State _____ Zip _____

Quantity Purchased _____ Date Purchased _____

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

**USER WARRANTY INFORMATION
REGISTRATION CARD**

Contact Person _____

Telephone # - - ext. _____

Serial Number: Reducer _____

Cylinder Regulator _____

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID 79
MUNIC-1

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


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

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y630922J6721TIL09	12/29/09	12/29/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y810922J6733TIL09 BA922J674509CAG -TX & WA	12/29/09 12/29/09	12/29/10 12/29/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X	Comp \$1000 ded	SAME AS ABOVE	12/29/09	12/29/10	
A	X	Coll \$1000 ded	SAME AS ABOVE	12/29/09	12/29/10	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	YSMCUP922J6769TIL09	12/29/09	12/29/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER Y/N <input type="checkbox"/>	YFUB922J675709	12/29/09	12/29/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		Blanket Property	Y630922J6721	12/29/09	12/29/10	

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

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

INSURED'S NAME MES I Acquisition, Inc.

MUNIC 1
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DATE 06/07/10

NAMED INSURED

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

NAMED INSD - CON'T

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

NAMED INSD - CON'T

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

IMPORTANT

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

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

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

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

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

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

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

