

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2021-77

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Municipal Emergency Services Inc. a Connecticut Corporation ("Contractor").

### RECITALS:

- A. Contractor has Contract #032620 with Sourcewell to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. Contractor is a dealer as described in the Agency Contract; and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

### **FIRE SCBA EQUIPMENT**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided not to exceed a total of **six hundred eighty thousand nine hundred and eighty-one dollars and seventy-three cents (\$680,981.73) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.
  - Funded \$469,090.91 by federal grant EMW-2019-FG-02915
  - Required matching funds of \$46,909.09 from the City
  - \$164,981.73 covered by other City funds
4. Grant Provisions: Contractor shall meet the Grant Provisions in Grant Number EMW-2019-FG-02915 as set forth in Exhibit C.
5. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

6. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
7. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
8. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



2330 West University Drive  
Unit #10  
Tempe, AZ 85281

# Quote

**Date** 02/11/2021  
**Quote #** QT1445304  
**Expires** 03/13/2021  
**Sales Rep** Burks, Mark  
**PO #** 3M Scott - SCBA  
**Shipping Method** FedEx Ground

**Bill To**

ATTN: ACCTS PAYABLE  
 Flagstaff Fire Department  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359

**Ship To**

Mark Wilson-Station #2  
 Flagstaff Fire Department  
 1701 E Ponderosa Parkway  
 Flagstaff AZ 86001  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8914026305304			AirPak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness w/ Parachute Buckles, Standard Belt with No Escape Rope, EZ Flo C Regulator with Quick Connect Hose (Rectus fittings) Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA per Box (black)	68	6,353.86	432,062.48
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	68	1,252.64	85,179.52
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	68	370.46	25,191.28
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	68	0.00	0.00
Used Airpak Credit			City of Flagstaff's Sourcwell Member number is #32200 Sourcwell contract #032620	1	(70,000.00)	(70,000.00)

**Subtotal** 472,433.28  
**Shipping Cost (FedEx Ground)** 0.00  
**Tax Total** 43,374.10  
**Total** \$515,807.38

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 recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1445304



2330 West University Drive  
 Unit #10  
 Tempe, AZ 85281

# Quote

Page 1 of 2

**Date** 02/12/2021  
**Quote #** QT1445939  
**Expires** 03/14/2021  
**Sales Rep** Burks, Mark  
**PO #** 3M Scott - SCBA  
**Shipping Method** FedEx Ground

**Bill To**

ATTN: ACCTS PAYABLE  
 Flagstaff Fire Department  
 211 W ASPEN AVE  
 FLAGSTAFF AZ 86001-5359

**Ship To**

Mark Wilson-Station #2  
 Flagstaff Fire Department  
 1701 E Ponderosa Parkway  
 Flagstaff AZ 86001  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
201564-31			RIT-Pak Fast Attack, 4.5, Medium, Rectus Fitting	10	2,413.13	24,131.30
200870-01			CYL&VLV ASSY CARB,30MIN,4500	10	948.19	9,481.90
200130-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 60 Minutes (at 40 lpm)	12	1,320.22	15,842.64
Scott Part			Scott Part FP1MK0002M10010 Vision C5 Facepiece with Radio DirectInterface and Bone Conduction Headphone, Medium, Kevlar Headnet	34	1,286.88	43,753.92
Scott Part			Scott Part CF5V2DDB Vision C% Charger (qty.2) Double Mounting Bracket, High-Power Supply (AC)	6	583.62	3,501.72
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	27	1,608.75	43,436.25
10008912			PACKING, PREFORMED	20	2.29	45.80
31004311			ADAPTER,AIRLINE UEBSS	20	12.24	244.80
10012129			Q D,FEMALE,CHECK *KB*	10	225.42	2,254.20
GLPH- General labor	DISASSEMBLE		DISASSEMBLE AND REASSEMBLE NEW RIT-PAK LOW PRESSURE MANIFOLD	10	80.00	800.00
AZ PPE RECON			Custom Arizona PPE Recon Inc ROPE BAGS	61	33.75	2,058.75
805826-01			SMAC-2,4 OUTLET,HANSEN, L/CYL	1	3,127.00	3,127.00
804723-01			(HM) CYL&VLV CARBON 60 City of Flagstaff's Sourcwell Member number is #32200 Sourcwell contract #032620	2	1,336.94	2,673.88

# Quote

Page 2 of 2

Date

02/12/2021

Quote #

QT1445939

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount

Quotes QT1445304 and QT1445310 are combined offers. Any changes to pricing, items, or quantities may void one or both quotes / offers from MES to the Flagstaff Fire Department and or the City of Flagstaff. City of Flagstaff's Sourcwell Member number is #32200  
Sourcwell contract #032620

<b>Subtotal</b>	151,352.16
<b>Shipping Cost (FedEx Ground)</b>	0.00
<b>Tax Total</b>	13,822.19
<b>Total</b>	\$165,174.35

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 recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1445939

**EXHIBIT B  
AGENCY CONTRACT**

**Sourcewell Contract #032620. (Attached)**

EXHIBIT C



## **GRANT PROVISIONS**

**Grant Project Title: Fiscal Year 2019 Assistance to Firefighters Grant**

**Funding Agency: U.S. Department of Homeland Security, Federal Emergency Management Administration**

**Grant Agreement No.: EMW-2019-FG-02915**

## **FEDERAL - GRANT PROVISIONS**

The Contractor and its Subcontractor shall comply with the following grant provisions;

### **Applicable Laws**

Compliance with all applicable Federal, State, and Local laws and regulations.

### **Awards to debarred and suspended parties**

The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

### **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

### **Equal Employment Opportunity**

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

### **Clean Water and Air Act**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

### **Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### **Resource Conservation and Recovery Act**

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

## **Conflicts of Interest**

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

## **Copyrights**

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

## **Patent Fees and Royalties**

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

## **Responsible Contractors**

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

## **Access and Retention of Records**

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

## **CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements**

### **PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

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#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.