

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Municipal Emergency Services, Inc.
7 Poverty Road 85H Bennett Square
Southbury, Connecticut 06488

DATE ISSUED: September 10, 2021
CONTRACT NO: 22-FIR-R-309
CONTRACT TITLE: SCBA Equipment for Public
Safety and Emergency Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-FIR-R-309 including any attachments or amendments thereto.

EFFECTIVE DATE: September 10, 2021

EXPIRES: April 10, 2022

RENEWALS: Two (2) one-year renewal periods from April 11, 2022 to April 10, 2024

COMMODITY CODE(S): 34007, 34010

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-FIR-R-309

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Bill Dunn

VENDOR TEL. NO.: (301) 573-9654

EMAIL ADDRESS: billdunn@mesfire.com

COUNTY CONTACT: J. Shawn Hill

COUNTY TEL. NO.: (703) 228-4659

COUNTY CONTACT EMAIL: jhill@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: September 10, 2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 22-FIR-R-309

THIS AGREEMENT (hereinafter "Agreement") is made, on **July 23, 2021** by the County, between **Municipal Emergency Services, Inc.** ("Contractor"), a Nevada stock corporation with a place of business at 7 Poverty Road, 85H Bennett Square, Southbury, Connecticut 06488 authorized to transact business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Metropolitan Washington Council of Governments ("COG") Contract 19-076, Exhibit B "Contractor's Quotation QT1483968 dated June 23, 2021 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by COG and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with COG. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than April 10, 2022("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if COG renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from April 11, 2022 to April 10, 2024 ("Subsequent Contract Term"). However, if COG does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services

have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish SCBA Equipment for Public safety and emergency services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Robert Duncan, Regional Vice President
66 Firemens Way
Poughkeepsie, New York 12603
Tel:(845)575-6955
Email: roduncan@mesfire.com

TO THE COUNTY:

J. Shawn Hill
Arlington County Fire Department
2100 Clarendon Boulevard, Suite 400
Arlington, Virginia 22201
Tel : (703)228-4659
Email : jhill@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

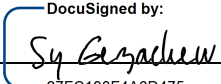
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart. WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

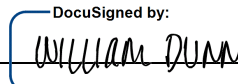
MUNICIPAL EMERGENCY SERVICES, INC.

AUTHORIZED
SIGNATURE: 
DocuSigned by:
27FC198F4A6D475...

NAME: SY GEZACHEV

TITLE: PROCUREMENT OFFICER

DATE: 9/10/2021

AUTHORIZED
SIGNATURE: 
DocuSigned by:
2BF623A8B42F4CD...

NAME: WILLIAM DUNN

TITLE: Sales

DATE: 9/10/2021



Metropolitan Washington
Council of Governments

April 25, 2019

Mr. Robert Duncan
Municipal Emergency Services, Inc.
315 Howard Avenue, Bays D and E
Rockville, MD 20850

RE: **Request for Proposal (RFP) #19-007 –SCBA Equipment**

Dear Mr. Robert Duncan:

The Metropolitan Washington Council of Governments (“COG”), on behalf of its participating agencies, is pleased to provide official notification that Municipal Emergency Services’ proposal in response to **RFP #19-007** has been accepted to provide *SCBA Equipment* for public safety and emergency services agencies in the Metropolitan Washington region.

COG offers Municipal Emergency Services the enclosed contract award (**Contract #19-076**) under the following terms:

Period of Performance: April 11, 2019 – April 10, 2022, with two (2) three-year renewal options

Award Amount: Varies by the participating agency

This award notice of **Contract #19-076** incorporates all terms and conditions of RFP #19-007 (*SCBA Equipment*) and Municipal Emergency Services’ Technical and Pricing Proposal opened on January 28, 2019. Please be advised that each participating agency must issue its own contract and/or purchase order to Municipal Emergency Services.

COG thanks Municipal Emergency Services for your proposal submission and looks forward to working with you.

Please feel free to contact COG’s Cooperative Purchasing Specialist, Jayme Hardy, at jhardy@mwkog.org, if additional information is requested.

Best regards,

A handwritten signature in black ink that reads "Rick D. Konrad".

Rick D. Konrad
Contracts and Purchasing Manager



315 Howard Avenue
Bays D & E
Rockville, MD 20850

Quote

Date 06/23/2021
Quote # QT1483968
Expires 07/23/2021
Sales Rep Butts, Glenn
PO # compressor service quote 2...
Shipping Method MES Delivery

Bill To

Accounts Payable
ARLINGTON COUNTY FD
1740 SOUTH HAYES STREET
Arlington VA 22202
United States

Ship To

ATTN: FIRE LOGISTICS (283803-14)
ARLINGTON COUNTY FD
1740 SOUTH HAYES ST.
ARLINGTON VA 22202
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Compressor Annual Svce			Service labor - annual service - breathing air compressor this will include oil oil filter air sample compressor filters CO cal as needed or one year	8	1,500.00	12,000.00
Compressor Calibration			CO calibration - compressor controller	15	25.00	375.00
Air Sample			Air Sample	15	130.00	1,950.00

P. Wibfield Slauch
pslauch@arlingtonva.us
Office 703-228-0273
Cell 703-303-7891

Subtotal 14,325.00
Shipping Cost (MES Delivery) 0.00
Total \$14,325.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be 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.



QT1483968