

**RESOLUTION NO. 24-06-46**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING FISCAL YEAR 2023-2024 EXPENDITURES THROUGH FROM MUNICIPAL EMERGENCY SERVICES TO SERVICES AND SUPPLIES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Islamorada, Village of Islands ("Village") Fire Rescue Department requires certain specialize services and supplies and related components to provide emergency services; and

**WHEREAS**, the Village Fire Rescue Department identified Municipal Emergency Services. ("MES"), as the preferred vendor capable of providing the Services and Supplies timely, at competitive prices, and providing training for new products and equipment; and

**WHEREAS**, pursuant to Section 2-328(a) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council upon a documented finding that the purchase of the particular goods or services without competitive bidding is in the best interest of the Village; and

**WHEREAS**, pursuant to Section 2-328(b) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding may be waived by the Village Council through use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statewide professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

**WHEREAS**, following a competitive bidding process conducted by Lake County, Florida, MES entered into contract (22-730-G) with Lake County for Fire Equipment, Supplies and Services; and

**WHEREAS**, MES has agreed to extend the terms and conditions of the Agreement with Lake County to the Village; and

**WHEREAS**, the Village Council finds that approval of Fiscal Year 2023-2024 not to exceed amount of \$50,000.00 for Services and Supplies from MES and a waiver of competitive bidding is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2.**     **Approval of Fiscal Year Expenditures.** The Village Council hereby approves an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for Services and Supplies purchased from MES.

**Section 3.**     **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds for purchases from MES for Fiscal Year 2023-2024.

**Section 4.**     **Approval of Waiver of Competitive Bidding.** In accordance with Section 2-238(a) and (b) of the Village Code, the Village Council waives the purchasing provisions of the Village Code to utilize the services of MES without conducting a competitive bid process.

**Section 5.      Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Mark Gregg, second by Elizabeth Jolin.

**FINAL VOTE AT ADOPTION**  
**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

**PASSED AND ADOPTED THIS 11th DAY OF JUNE, 2024.**

DocuSigned by:  
*Joseph B. Pinder III*  
F8EB3A68BD794EF...  
\_\_\_\_\_  
JOSEPH B. PINDER, III, MAYOR

ATTEST:

DocuSigned by:  
*Marne K. McGrath*  
008BA9A9B2704D5...  
\_\_\_\_\_  
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND BENEFIT  
OF ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:  
*[Signature]*  
362BFAA7FDD417...  
\_\_\_\_\_  
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY





## MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address:  Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to ADD additional manufacturers and services per the attached pricing sheets.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/18/2023</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel,</b> Title: <b>Contracting Officer II</b> Date: _____ <div style="text-align: right; font-size: small;">             Digitally signed by              Gretchen Bechtel,              Contracting              Officer II              Date: 2023.09.18              08:42:16 -04'00'           </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



### MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u></u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel,</b> Title: <b>Contracting Officer II</b> Date: _____ <div style="text-align: right; font-size: small;">             Digitally signed by              Gretchen Bechtel,              Contracting Officer              II              Date: 2023.04.11              07:59:40 -04'00'           </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



## MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address:  Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufacturers and pricing per the attached.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <b>Gretchen Bechtel, CPPB,</b> Title: <b>Contracting Officer II</b> Date: _____ <div style="float: right; text-align: right;">             Digitally signed by              Gretchen Bechtel,              CPPB, Contracting              Officer II              Date: 2022.09.15              08:19:49 -04'00'           </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Municipal Emergency Services</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	Labor for Equipment Repair (not under warranty)	\$0.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

**The following information is required for price redetermination consideration.**

Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Hurst ED/EWXT/E3 service - per tool	\$250.00	Yes
	Hurst High Pressure service - per tool	\$140.00	Yes
	Hurst Low Pressure service - per tool	\$140.00	Yes
	Hurst High Pressure pump service - per pump	\$525.00	Yes
	Hurst Low Pressure pump service - per pump	\$525.00	Yes
	Hurst extension hose - flush	\$125.00	Yes
	Hurst extension hose - visual inspection	\$50.00	Yes
	Hurst cord reel - flush	\$175.00	Yes
	Hurst cord reel - visual inspection	\$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	\$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	\$100.00	Yes

[illegible]



<i>Municipal Emergency Services</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		<a href="http://www.mesfire.com">www.mesfire.com</a>		
Warehouse Location(s):	3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA			
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Jamie Robinson		
Email:		<a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a>		
Emergency Phone:		727-686-0020		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Footwear	5%		No	
Council Tools	20%		No	

Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List+5%		No	

Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Technology	5%		No	

RevolveAir	List	No	
Rice Hydro	10%	No	
Ringers	List	No	
RIT Safety Solutions	10%	No	
Rock N Rescue	10%	No	
Royce Shields	5%	No	
Salomon	10%	No	
Samuel Broome	5%	No	
San Mar	10%	No	
Savox	List	No	
SCBAS	15%	No	
Scott Safety- gas detection	5%	No	
Scott Safety- SCBA and parts	List	No	
Scott Safety- thermal imager parts	List	No	
Scott Safety- thermal imagers	5%	No	
Scotty Firefighter	15%	No	
Seek Thermal	5%	No	
Sensible Mounts	15%	No	
Shelby Gloves	List	No	
Silent Partner Technologies	List	No	
Simulaids	List	No	
SM Smith	5%	No	
Smith & Warren	10%	No	
Snap Tite/All-American/Firequip	10%	No	
Solomon	5%	No	
Solutions Safety (Citrosqueeze)	5%	No	
South Park	20%	No	
Southeastern Shirt Company	5%	No	
Spiewak	5%	No	
Stallion Air	List	No	
Statpacks	10%	No	
Steck	10%	No	
Sterling Rope	15%	No	
Streamlight	15%	No	
Supervac	5%	No	
Survival Armor	Per NASPO	No	
Tactsquad	5%	No	
Target Solutions	List	No	
Task Force Tips (TFT)	5%	No	
Task Force Tips- Blitzfire/G-Force Series	List	No	
Team Equipment	List	No	
Team Wendy	List	No	
Teledyne	5%	No	
Teelite	5%	No	
Tempest - VS series batteries & access.	List+5%	No	
Tempest/Leader Fans	10%	No	
Thorogood/Weinbrenner boots	15%	No	
TNT Tools	10%	No	
Topps	List+10%	No	
Toxic Suppression	List	No	
True North	10%	No	
Tru-Spec	10%	No	
Turtle Plastics	List	No	
Tyco	10%	No	
UltraTec Special Effects	15%	No	
Under Armour	5%	No	
Underwater Kinetics	List	No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	



**CONTRACT NO. 22-730G**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

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**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

**ADDENDUM NO. #2**

**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com





REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### **QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

### **ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### **5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Municipal Emergency Services INC  
Street Address: 12 Turnberry Ln 2nd Floor  
City: Sandy Hook State and ZIP Code: CT, 06482  
Mailing Address (if different): 3789 62nd Avenue North  
Telephone: 727-521-2135 Fax: 727-525-1819  
Federal Identification Number / TIN: 651051374  
DUNS Number: 048167923

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson



Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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