

## REQUEST FOR PROPOSALS

SEALED PROPOSALS for the **engineering, installation, servicing, repair, maintenance and removal of 9-1-1 countywide communication system** located throughout Washington County, PA on a “time and material basis” will be received at the Office of the County Controller, 100 West Beau Street, Suite 403, Courthouse Square Office Building, Washington, Pennsylvania 15301, until **11:00 A.M. Prevailing Time, on Tuesday, December 19, 2023. Late proposals are not accepted.**

Washington County will not be responsible for any incorrect information obtained from any source other than from Washington County.

The above-mentioned RFP document may be obtained from the Washington County website at [www.co.washington.pa.us](http://www.co.washington.pa.us). Vendors receiving RFP documents are responsible for checking for contract changes at the website.

All proposals must be submitted as **ONE ORIGINAL + ONE (UNBOUND) COPY** according to the specifications and upon a uniform RFP document blank. Proposers may email their written request to the Washington County Purchasing Office to Dalton Thompson at [dalton.thompson@co.washington.pa.us](mailto:dalton.thompson@co.washington.pa.us) or to Randy Vankirk at [vankirk@co.washington.pa.us](mailto:vankirk@co.washington.pa.us). Any requests for clarifications are due to be received no later than ten days prior to RFP opening. Inquiries will not be accepted orally or via phone.

**SEALED PROPOSAL ENVELOPE MUST BE MARKED:**

**PROPOSAL: 9-1-1 EQUIP.MAINT.  
CONTRACT NO. #121923-911EquipMaint**

**The Washington County Commissioners reserve the right to reject any or all proposal proposals.**

ATTEST:

CYNTHIA B GRIFFIN  
CHIEF CLERK

WASHINGTON COUNTY COMMISSIONERS:

DIANA IREY VAUGHAN, CHAIR  
LARRY MAGGI, VICE CHAIR  
NICK SHERMAN

To be advertised November 30<sup>th</sup> 2023 and December 7<sup>th</sup> 2023

**PROPOSAL FORM**

CONTRACT: MAINTENANCE OF 9-1-1  
COUNTY WIDE COMMUNICATIONS SYSTEM

DATE: \_\_\_\_\_

TO: WASHINGTON COUNTY COMMISSIONERS  
WASHINGTON, PA 15301

**#121923-911EquipMaint Proposal, to be opened 11:00a.m. on Tuesday, December 19, 2023.**

In accordance with the advertisement of the Washington County Commissioners, Courthouse Square, Washington, Pennsylvania inviting proposals for the engineering, installation, servicing, repair, maintenance and removal of 9-1-1 countywide communication system located throughout Washington County, PA, on a “time and material basis” having examined the attached specifications and understanding the same, the undersigned proposes to furnish all labor, materials and equipment necessary to comply with all of the said specifications for the hourly rates of:

**DEMAND BASIS 9-1-1 MAINTENANCE COUNTY-WIDE RATES/HOUR (Years One and Two)**

<b>Business Day (8:00am-5:00pm)</b>	\$ _____/hour
<b>Monday-Friday (5:00pm-12:00am)</b>	\$ _____/hour
<b>Monday-Friday (12:00am-8:00am)</b>	\$ _____/hour
<b>Weekend and Holiday Rates</b>	\$ _____/hour
<b>Tower Climber and Crew (Indicate Crew Size)</b>	\$ _____/hour
	# _____workers/crew

**\*\*Please note full four-year breakdown of pricing proposed in the enclosed pricing sheets\*\***

The undersigned acknowledges receipt of the following Addenda and that the cost, if any, of such revisions has been included in the proposal sum.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**SIGNATURE PAGE**

**ATTEST:** \_\_\_\_\_

**(Secretary if bid by a Corporation)**

**Name of Bidder**

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Signature of Bidder)**

**(Typed Name of Bidder-Must be an Officer)**

**Phone #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**WE ARE REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED**

**THIS FORM MUST BE RETURNED WITH BID PROPOSAL**

## CONSIDERATIONS/QUALIFICATIONS:

1. In the last three years, has your company installed and maintained an Avtec Scout Plus IP-based dispatch console system? Does your company have qualified technicians to service and program this system to customer specification? If so, please explain, including technician CV and previous system installations/maintenance with contact information.
2. In the last three years, has your company installed and/or maintained a JPS Communications SNV-12 signal-and-noise voting system with QMT-1B IP backhaul remotes? Does your company have qualified technicians with the experience to properly configure and maintain these systems? If so, please explain, including technician CV and previous system installations/maintenance with contact information in the form of email, address and phone numbers as applicable.
3. In the last three years, has your company installed and/or maintained RAD 4.9MHz. and 5.8MHz. Microwave systems, including RAD AIRMUX 400 series equipment? Does your company have qualified technicians with the experience to configure and maintain these systems? If so, please explain, including technician CV and previous system installations/maintenance with contact information.
4. Our system contains Codan/Daniels MT4-Ebase stations and repeater equipment. Does your company have sufficient test equipment available, and technicians experienced to diagnose failed conditions within the site having the failure? If so, please explain, including technician CV and previous system installations/maintenance with contact information.
5. Washington County is upgrading to a Tait Communications P25 Phase 2 trunking radio system. Does your company have qualified technicians with the experience to properly configure and maintain these systems? If so, please explain, including technician CV and previous system installations/maintenance with contact information.
6. Washington County is deploying a large interconnected system of Cradlepoint routers to backhaul data to the 911 center over a FirstNet private network. Please demonstrate your experience with Cradlepoint and FirstNet, including technician CV and previous system installations/maintenance with contact information.
7. CONTRACTOR QUALIFICATION:
  - a. This refers to the ability of the Contractor to meet the terms of the RFP, especially time constraints, the quality and relevancy, and recent projects completed by the Contractor. This also includes the Contractor's financial ability to undertake a project. Please include in response a copy of Financial Stability.
  - b. Answers must be submitted with proposal. Failure to include information requested with the proposal will cause your proposal to be non-responsive.
  - c. It is the intention of Washington County to review all responses and determine whether to consider a total award to one vendor or multiple awards.

## SPECIFICATIONS/TERMS&CONDITIONS:

### I. INTRODUCTION

1. These specifications are for the engineering, installation, servicing, repair, maintenance, and removal of the Washington County Department of Public Safety, 9-1-1 Countywide Communication System.
2. Future equipment purchase(s) and upgrades to any and all communications equipment for Public Safety shall be installed under the time and materials contract. The equipment and related components shall include, but not be limited to: base stations and associated hardware/software, base station repeaters and associated hardware/software, voting receivers/comparators and associated hardware/software, Central Processing Package / Dispatch consoles including integral computer and server hardware/software, 911 telephone hardware/software and associated accessories and interfaces, dispatch console furniture and task chairs, 24hour video surveillance recorder / Cameras and associated hardware/software, CCTV or IP and or multiplexers / TV monitors and associated hardware/software, cable television / satellite systems and associated hardware/software, modems/routers/network switches and associated hardware/software, network time servers and clocks and associated hardware/software, generator systems and associated hardware/software, UPS systems and associated hardware/software, backup battery / charger systems and associated hardware/software, backbone microwave system and associated hardware/software, RF link / multiplexers and associated hardware software, self-supporting, and or guyed radio communications tower and tower site maintenance, lightning protection devices, communication shelters / buildings, alarm packages (intrusion, heat, smoke, generator, motion water leak rope) and associated hardware/software, and electrical protection devices.
3. The contract shall include the specification for any required hardware/software maintenance agreements for equipment and components listed above.

### II. GENERAL TERMS AND CONDITIONS

1. The term of this contract will be for a period of twenty-four months commencing on **January 1, 2024 and ending on December 31, 2025** with the option to extend for an additional twenty-four months should the Department of Public Safety and the Board of County Commissioners concur.
2. All work authorized prior to the expiration date of this contract, even if completed after the expiration date, shall be at the unit prices set forth in this contract. The County shall designate a contract representative and alternate in the executed contract that will act as the point-of-contact for all matters regarding execution of the contract.
3. Prices quoted under this contract will not be increased during the term of the contract. The County reserves the right to add or delete equipment and/or services under this contract, throughout its term, at the existing rates, without penalty.
4. For failure to perform the work specified in Section IV within the time frame given in this contract, the County has the option to collect liquidated damages in the amount of \$75.00 per day. This includes each piece of equipment not restored to full operational status and returned to service. Delays caused by manufacturer's inability to deliver replacement components do not constitute a penalty.
5. The vendor shall only use original manufacturer parts (or approved equivalent) when performing work under this contract.

6. Material costs associated with this contract cannot exceed the list price(s) identified in the latest manufacturer's parts catalogue in force at the time of the request, or State Contract price, if available; whichever is lower. Special handling and shipping are at additional cost.
7. The vendor shall not have the right to subcontract, in whole or in part, the work called for in this contract, without the express written consent of the Department of Public Safety.
8. All equipment will be repaired at the County's location, unless otherwise determined it is more feasible for the repair to be done at the vendor's location. All removal and return of the equipment is the responsibility of the vendor.
9. All parts replaced because of a repair to the County's equipment will be given to the County (excluding items under warranty) unless otherwise directed.
10. All work performed under this contract will be performed in strict accordance with manufacturer's specifications, current Federal Communication Commission (FCC) rules and regulations, and established industry standards.
11. For all work performed on County equipment, the vendor shall provide an equipment invoice containing the following applicable information, within five business days of the work completion date. No payment shall be made without a numbered invoice.
  - a. Start Date
  - b. Completion Date
  - c. Location of equipment
  - d. Type of equipment, - County radio ID (if applicable)
  - e. Service required (in detail)
  - f. County purchase order which will be issued monthly for repairs.
  - g. Projects exceeding or equal to \$22,500 must be approved by County Commissioners, processed and authorized by issuance of purchase order.
  - h. Action taken (in detail)
  - i. Adjusted transmit frequencies.
  - j. Power output
  - k. Deviation
  - l. Receive sensitivity.
  - m. Parts used and prices charged (copy of manufacturer's parts catalogue to verify pricing)
  - n. Time required for work (list start and finish time)
  - o. Name and signature of technician completing work
12. If equipment covered under this agreement has been altered, misused, or damaged either willfully or through negligence by the County or as a result of fire, flood, lightning or vandalism, if authorized by the Department of Public Safety, the vendor shall restore the equipment to normal operating condition at the labor rates specified in the applicable section, plus the cost of material.
13. Vendors must submit with their proposal as part of this proposal "Requirements for Vendors Doing Business with Washington County". Vendor must submit evidence of insurance as stated.
14. The Department of Public Safety designee, and any other authorized County personnel shall have access to the awarded vendor's facility at any time for inspection of work performed under this contract.

15. Should a specific equipment or system problem arise that is beyond the vendor's dedicated facility's capabilities, a factory trained field technical representative shall be provided by the vendor for on-the-spot appraisal and resolution. This service may be at additional charge as approved by the Director of Public Safety or authorized representative.
16. All equipment covered under this contract will be completely checked and adjusted to the FCC and manufacturer's specifications when requiring repairs or service. A maintenance log shall be maintained for all equipment serviced. The log shall be located at the equipment's location.

### III. DEFINITIONS

#### **A. COMMUNICATION EQUIPMENT**

All equipment associated with voice, data, and tone signal transmission and reception within the authorized portions of the frequency spectrum. This equipment includes, but is not limited to:

- a. Radios
- b. Antennas
- c. Transmitters
- d. Receivers
- e. Voting Receivers
- f. Voting Comparators
- g. 24hr video recorder/multiplexers/camera(s)/color monitors
- h. Central Processing Package/Consoles
- i. Combiners & Multiplexers
- j. Backbone Microwave
- k. RF links/multipliers
- l. Generator Systems
- m. UPS Systems
- n. Backup battery/charger systems
- o. Lightning protection devices
- p. Electrical protection devices
- q. Cable TV/Satellite system
- r. Communications buildings
- s. Alarm Systems
- t. Self Supporting & guyed radio towers

#### **B. HOLIDAYS PAY FOR THE FOLLOWING HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day,  
Labor Day, Thanksgiving Day, and Christmas Day

#### **C. NORMAL WORKING HOURS**

Monday through Friday (excluding holidays) from 8:00 am to 5:00 pm

#### **D. OUT – OF – SERVICE CONDITION**

An out of service condition is considered as having developed when communication is no longer possible between equipment within the system or when system components cease to function properly or efficiently. This condition will be communicated to the vendor by the Department of Public Safety designee or alternate at time of dispatch.

#### **E. GENERATOR SYSTEM/UPS SYSTEM/BACKUP BATTERY-CHARGER SYSTEM**

All items associated with the supply of stand-by electrical power. These items include, but are not limited to:

- a. The generator
- b. Transfer Switch
- c. Fuel delivery system (fuel tanks, lines, hoses, pressure regulators, valves, gauges, switches, etc.)
- d. Fuel (propane or diesel) does not include supplying fuel.
- e. Generator system status and alarm equipment
- f. UPS system equipment
- g. Backup battery/charger system

#### **F. FAILURE**

Equipment shall be considered as having failed when it no longer performs its intended function, or when such function is noticeably impaired. For the purposes of this contract, degradation of performance to the following values or conditions shall be interpreted as constituting failure:

##### **Transmitters**

- a. Power output of less than 75% of the manufacturer's rated output or greater than 1.5 to 1 VSWR of the antenna system.
- b. Carrier frequency (off center frequency) exceeding tolerances as prescribed by the latest FCC Rules and Regulations.
- c. Deviation exceeding +/- 5 KHz or less than +/- 4KHz for voice.
- d. Variations by 20% or more of all transmitter characteristics from the manufacturer's specifications other than power output.

##### **Receivers**

- a. The receiver sensitivity shall not exceed 3dB degradation from the manufacturer's specifications for 20dB quieting.
- b. Carrier frequency (off center frequency) exceeding the manufacturer's original specification.
- c. Audio output less than 90% of the manufacturer's rated output at the manufacturer's rated distortion.
- d. Variations by 10% or more of all other receiver characteristics from the manufacturer's specifications.

##### **Voting Comparators**

- a. The voting comparator for all zones shall be calibrated as needed to insure improper levels are not causing false or improper voting.
- b. The Output level of each card for the voting receivers shall be set at manufactures specified level for correct performance and not improper voting.

### **Tone Equipment**

- a. Frequency – less than +/- 0.5% of the standard frequency.
- b. Deviation – less than 0.4 KHz to greater than 0.9 KHz.

### **Consoles**

- a. Audio output levels less than 90% of the original specifications, at manufacturer's rated distortion.
- b. Audio distortions shall not exceed manufacturer's original specifications.

### **Miscellaneous Equipment**

- a. Variations by 10% or more of original manufacturer's specifications.
- b. Equipment beyond this limit will justify immediate service.

## **IV. REQUIREMENTS FOR RADIO EQUIPMENT WORK PERFORMED ON A DEMAND OR CONTRACT BASIS**

1. The vendor shall provide proof at the time of proposal that the company has been established and functioning as a Two-way Radio Communications Service for a period of at least five years. The vendor shall provide proof that an electrical Engineer is a full time, permanent employee, and shall also submit his resume or CV. The vendor must supply proof of technician certification for a minimum of three technicians at the time of proposal. Technician certification will include a current FCC Radiotelephone Operator License (General Class or higher), or a certificate of completion from an FCC endorsed program. Resumes or CVs from each of these technicians shall also be submitted at the time of the proposal demonstrating a minimum of three years experience in servicing and repairing of Avtec Scout Plus, Codan/Daniels, Motorola, Ericsson/General Electric, RCA, EF Johnson, California Microwave 950MHz radios, Proxim Microwave 5.8MHz.Radios, RAD AIRMUX 4.9MHz. and 5.8HMz. Microwave system, Doug Hall Receiver / Voter Comparitor with CPI Model TSAM Transmitter steering, Tait Communications, and any other manufacturers equipment, manufactured from 1975 to the present time.
2. The awarded vendor must supply the County with a detailed itemized invoice for all work performed during a calendar month, within fifteen days of the following month. This is a requirement for all demand repairs.
3. The vendor shall provide and maintain a 24 hour-per-day, 7 day-per-week, centralized technician dispatching service. The County shall provide notice of an "Out of Service" condition with its Radio Communications System through this service. In the event of multiple failures, priorities for this notification shall be determined only by the Department of Public Safety designee or alternate, or in absence, the Director of Public Safety. When such situations arise, the vendor will assign additional qualified personnel to correct the failed conditions.
4. The vendor will respond to all notices of failed conditions and shall determine the cause of such conditions. If the cause of the failed condition is beyond the scope of service defined in this contract, the vendor shall notify, coordinate, and follow-up with those who are responsible for correcting the failed condition in order to restore proper operation within a period of time consistent with the operational needs of the County, at the demand basis rate. Such coordination

shall include, but not be limited to: companies supplying voice and control circuits; subcontractors supplying service to generator systems, etc., equipment covered by warranty by other vendors; and identification of the source of any radio interference originating from County radio equipment. This is to be coordinated through the Department of Public Safety designee and a Purchase Order is to be obtained if required.

5. The vendor agrees to supply engineering services to assist the County in evaluating the feasibility of modifying, upgrading, or enhancing the County's Radio Communication Systems. These services may include, but not be limited to: propagation studies, intermodulation problems, coverage studies, New and or Modify FCC license(s) applications, FCC / APCO frequency Co-Ordination, or equipment trials, etc. This service shall be provided at the demand basis rate.
6. All lightning damage to antennas, antenna transmission line and end line equipment, shall be the responsibility of the County and such repair will be invoiced at the demand hourly rate. Contracted tower crew fees will be invoiced at direct cost. Lightning strike affidavits shall be provided to the County in a timely fashion.

7. PREVENTATIVE MAINTENANCE REQUIREMENTS

The vendor will perform preventive maintenance inspections, repairs and service on any equipment covered under this contract, when requested. During preventive maintenance service inspections, the propane and/or diesel tanks for the standby generators will be checked and the Department of Public Safety designee or alternate notified if fuel is needed, and all necessary repairs and adjustments (including the replacement of such equipment with spare equipment units) will be made as necessary to restore the equipment to the manufacturer's original operating specifications, and to full compliance with the current Federal Communications Commission (FCC) rules and regulations (except, where, by mutual agreement certain equipment may be intentionally adjusted to operate differently from its specified capabilities). All preventative maintenance checks are to be scheduled with the Department of Public Safety designee or alternate.

- a. Check duplexer loss
- b. Check VSWR of antenna and transmission line
- c. Verify assigned operating frequency
- d. Check and adjust frequency deviation (modulation)
- e. Check mechanical and physical condition of equipment
- f. Perform a thorough cleaning of equipment
- g. Perform primary voltage circuit check
- h. Check and adjust output power of transmitter
- i. Check local audio output of receivers
- j. Perform an on-air test
- k. Calibrate voting comparator zoned systems.
- l. Check all antennas, antenna connectors, and mountings (visual inspection of tower mounted items)
- m. Replace all broken or defective knobs, connectors, plugs, switches, and cables
- n. Check all alarm or signaling equipment
- o. Generator & Transfer switch operation, output, and the notification to the County of the need for oil/coolant changes, but does include the cost or responsibility of doing the oil/coolant changes
- p. Uninterruptible power supply operation and output

8. The vendor will maintain good housekeeping in all locations, by dusting and sweeping as necessary, and neatly storing all records, documents, manuals and spare equipment.
9. Preventive maintenance inspections shall be scheduled and performed during normal working hours. While performing base station inspections, fans, blowers, filters, thermostats, and relay switching circuits will be examined and properly maintained for cleanliness, lubrication, and extended operation. In addition, the vendor will report to the County any conditions at the radio tower sites that need addressed by another entity. Such conditions may include:
  - a. Faulty wiring
  - b. Impassable access roads
  - c. Faulty doors and gates
  - d. Holes in building walls or windows
  - e. Storm or Weather Damage
  - f. Vandalism
10. For all emergency conditions, the vendor shall within one hour, provide the County with an estimated time of arrival on site of the assigned technician. The vendor will make all repairs and/or adjustments required to restore the equipment to its normal operating condition, within four hours of vendor notification of the emergency condition, see Section II, Page 3, Paragraph 3. The assigned technician and all required test equipment must be available and on site within 2 hours.
11. The County, from time to time, may request and the vendor shall agree to perform, other services not set forth in this contract as may be determined by the County, to maintain or improve the County's Communications System. The County shall provide an appropriate statement of work describing the technical task, criteria, scheduling requirements, and possible budget limitations to the vendor. The vendor will, in turn, provide to the County a description of the time and material necessary to meet the objectives of the County. The statement shall include a firm fixed price quotation based upon the rates awarded in this contract for additional demand work, along with the cost of materials. If the task cannot be accurately defined, an estimate of time and materials required to perform the work will be submitted by the vendor to the County based upon the information provided by the County. A required prerequisite for the commencement of any special or addendum related project is an endorsed addendum approved by a majority of the Washington County Board of Commissioners.
12. Pennsylvania Prevailing Wage Rates

(Act No. 442 of 1961, P. L. 987, amended by Act 342 of 1963, P.L. 653) may be applicable to any special or addendum related project.

If so, this regulation and the general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term, therefore, in the locality in which public work performed, are made part of this specification.
13. Any repair or service required of all communication equipment as defined in this proposal or any additional equipment which may be purchased after the award of this proposal will be billed at the demand work rate plus the cost of materials.

14. The County reserves the right on a specialized or unique problems to use a vendor of the County's choice that may not be the vendor of this contract.
15. Upon the commencement of the maintenance contract the County has the right to terminate the agreement with a 24-hour notice to the maintenance vendor for inability to perform all maintenance task required within the response time specified in these documents.

V. COUNTY MAINTAINED SERVICE SPARE COMPONENTS

1. The County currently maintains a limited compliment of spare service components for microwave, voter/comparator, base station, and dispatch console/ CPP systems.
2. The maintenance vendor will be required to provide a list of suggested additional service spares of all equipment that is specific to this system.
3. Based upon service spares recommendation, the County may purchase appropriate spare materials.
4. The maintenance vendor will be required to maintain basic repair materials that are not system specific. These materials will be included in any repairs covered in this contract without additional cost to the County.
5. The vendor will be responsible for the arrangement to obtain repair of County service spares. The County will issue appropriate purchase orders to awarded vendors for the cost of repair and shipping to and from the manufacturer.

VI. REPLACEMENT BATTERIES

1. The cost of replacement batteries for generators, UPS systems, and backup battery systems shall be the responsibility of the County. It however is the responsibility of the vendor to make operational checks of all batteries and to evaluate the battery condition and make recommendations in writing when they need replacement due to age, lack of proper voltage, and/or capacity.

VII. TRAVEL TIME

1. The vendor must indicate in the proposal if your hourly rate is port to port. If not, please explain how charges apply, if any, for travel time.

VIII. INTERPRETATION OF SPECIFICATIONS

- a. No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Randy Vankirk, Director of Purchasing, Washington County Purchasing Office, 95 West Beau Street, Suite 430 or via email at vankirk@co.washington.pa.us. Questions may also be sent by email to Dalton Thompson at dalton.thompson@co.washington.pa.us. To be given consideration written request must be received no later than 10 days prior to bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. It is the vendor's responsibility to retrieve all addenda from the website. All addenda so issued shall become part of the bid documents.

**PRICING SHEET #1**

RADIO EQUIPMENT WORK PERFORMED ON A DEMAND BASIS

**DEMAND BASIS 9-1-1 MAINTENANCE COUNTY-WIDE RATES/HOUR (Years One -Two)**

<b>Business Day (8:00am-5:00pm)</b>	\$ _____/hour
<b>Monday-Friday (5:00pm-12:00am)</b>	\$ _____/hour
<b>Monday-Friday (12:00am-8:00am)</b>	\$ _____/hour
<b>Weekend and Holiday Rates</b>	\$ _____/hour
<b>Tower Climber and Crew (Indicate Crew Size)</b>	\$ _____/hour
	# _____workers/crew

**\*\*If not noted on Pricing Sheets it will be assumed that the vendor is supplying the service at the same rates for year three and four.**

Holidays pay for the following holidays:  
 New Year’s Day, Memorial Day, Independence Day,  
 Labor Day, Thanksgiving Day, and Christmas Day

**DEMAND BASIS 9-1-1 MAINTENANCE COUNTY-WIDE RATES/HOUR (Years Three-Four)**

<b>Business Day (8:00am-5:00pm)</b>	\$ _____/hour
<b>Monday-Friday (5:00pm-12:00am)</b>	\$ _____/hour
<b>Monday-Friday (12:00am-8:00am)</b>	\$ _____/hour
<b>Weekend and Holiday Rates</b>	\$ _____/hour

**PRICING SHEET #2**

TOWER CLIMBER & TOWER ASSISTANT CREW - WORK PERFORMED ON A DEMAND BASIS FOR YEAR 1 AND YEAR 2.

<b>Tower Climber and Crew (Indicate Crew Size)</b>	\$ _____/hour
	# _____workers/crew

TOWER CLIMBER & TOWER ASSISTANT CREW - WORK PERFORMED ON A DEMAND BASIS FOR YEAR 3 AND YEAR 4.

<b>Tower Climber and Crew (Indicate Crew Size)</b>	\$ _____/hour
	# _____workers/crew

**TRAVEL EXPENSES IF NOT BUILT INTO PROPOSAL COSTS AS PORT TO PORT**

a. Please explain rationale behind any additional travel expenses to be invoiced separately


## INSTRUCTIONS TO BIDDERS

1. **Bidder Responsibility** – Bidder is expected to be thoroughly familiar with all specifications and requirements of this bid. Failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Bid. By Submitting a Response, you are presumed to concur with all terms, conditions and specifications of this Bid unless you have specifically, by Section number, raised objection in writing and submitted it with your bid. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

2. Bidder may withdraw his bid by making a properly authorized and executed written application to the Controller's office prior to the deadline for the submission of bids. Certain bids may be withdrawn after the bid opening if in compliance with the act of January 23, 1974, P.L. 9 No.4 : 1 et seq. 73 PS : 1601 et seq.

3. **Contract** – By submitting a bid, the Bidder warrants that if the County makes an award to the Bidder, the Bidder shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), Specifications, and these Instructions to Bidders. If no bid bond or substitute is required and Bidder shall pay to the County the difference in the amount specified in bid and the amount County shall pay to fulfill the specifications.

4. **Permits and Fees** - If applicable, the Contractor shall secure and pay for, all permits, fees licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the agreement and which are legally required.

5. **Other Entity Use** - The successful Bidder may be requested to convey the bid prices, contract terms and conditions to municipalities or other governmental agencies within the County of Washington.

All orders, deliveries and invoices will be the responsibility of the participating governmental agencies. Washington County will not be responsible for any orders, deliveries and invoices placed by the participating governmental agency.

6. **Contract Approval** – The Washington County Board of Commissioners must approve the contract resulting from this solicitation.

A sample contract may be attached for review as part of this solicitation. Exceptions to the County's standard contract form may result in rejection of the bid or proposal. The County will prepare a formal contract specific to this solicitation for execution by the successful Contractor & the Board of County Commissioners.

7. **Sample Form Contract** – The County's form contract may be attached as part of this solicitation. The vendor's submission of a bid response without identifying

exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.

If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its sole and absolute discretion to deem the vendor non-responsive.

All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

8. All contracts entered into will be executed in Washington County, Pennsylvania. The parties acknowledge that the jurisdiction and venue for any dispute or any occurrence hereby arising out of the contract or out of performance of the contract or any other matter relating to Washington County shall be in the Court of Common Pleas of Washington County, Pennsylvania, and in no other location. This provision shall be deemed to be an integral part of any contract entered into by any Contractor with Washington County.

9. There will be no changes to an executed agreement without prior written approval by the Board of County Commissioners in the form of an addendum or change order. Types of changes include but are not limited to change in scope of work, extension of contract terms, unit pricing or total cost.

10. The County is required by State and Federal regulations to determine if any employee or contractor or vendor is excluded from participation in any Medicare, Medicaid, or other health care program. If it has been determined that any employee or contractor, both individual and entity, is on the exclusion list, said individual or entity must be reported to the Department of Public Welfare's Bureau of Program Integrity (BPI). Furthermore, in order to preserve funding through these programs, the County is required to immediately terminate excluded employees and to immediately terminate any contact with any vendor who is either on an exclusion list or employs an individual or individuals who are on such lists.

Federal health care programs (including Medicaid and SCHIP programs) are prohibited from paying for any goods or services furnished, ordered, or prescribed by excluded individuals or entities. Washington County will have no alternative but to cancel any existing contracts with excluded vendors or vendors who employ an excluded individual or entity. The County will not be responsible for any payment of goods or services furnished, ordered, or prescribed by excluded individuals or entities. Bidders responding to bids or proposals affected by these regulations accept an affirmative duty to verify that neither Bidder nor Bidder's employees have been excluded from participation in Medicare, Medicaid, or any other health

care program pursuant to Pennsylvania Department of Public Welfare (DPW) Medical assistance recommendations interpreting the United States Department of Health and Human Services' Office of Inspector General's regulations.

All County contracts with any contractor identified as meeting the criteria requiring exclusion screening must include the requirement that the contractor will develop and institute exclusion screening policies and procedures that conform to DPW recommendations and County requirements to assure compliance with federal regulations concerning suspension/debarment of all covered individual and entities.

11. Washington County may request a complete background search of any individual working on County projects to determine if the individual has committed any serious acts and has been cleared by the Pennsylvania State Police before being hired by the Contractor and placed on the job in County facilities.

12. Washington County may request proof of financial stability. Request for financial statements may be for the past three years or other methods of proof. The County may secure financial information about the Bidder from third-party sources such as, but not limited to, credit reporting agencies, Dun & Bradstreet, and other firms to which the Bidder has provided services.

13. By submitting bid offer or proposal, Bidder certifies that Bidder does not and will not during the performance of this contract employ illegal undocumented workers or otherwise violate the provisions of the "Federal Immigration Reform and Control Act of 1986."

14. **SUBCONTRACTING** - Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the contractor, who, prior to such undertaking must receive the written approval of the Director of Purchasing. The County may terminate the contract if the subcontracting is done without the Director of Purchasing's approval. **Invoices relating to any work performed by a subcontractor are subject to non-payment if prior written approval has not been received by the Director of Purchasing.**

15. **TERMINATION** - This Agreement shall continue in force until the end of its term and shall automatically terminate at the end of its term unless County terminates this Agreement earlier by providing thirty (30) days' notice to Contractor of its intent to terminate.

County may terminate this Agreement at any time for any reason with or without cause; however, in the event County elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

16. If any alleged errors are noted in the bid specifications, Bidder should immediately notify the county and, if confirmed, a bulletin shall be sent to all Bidders. A

copy of all bulletins issued shall be submitted with the bid documents to the County.

17. In completing the bid documents, Bidder should not add, delete or vary any of the terms or conditions or the documents prepared by the County. If Bidder makes any substantial changes in any of the documents, the county may, in its discretion, either reject the bid or waive the discrepancy. Bidder warrants that all goods and services described by Bidder in its bid offer, and all samples submitted by Bidder to the County shall conform to the specifications. The Director of Purchasing & the County Solicitor may waive insubstantial errors in the bid offer and specifications.

18. Bidder must be merchant dealing in the goods and services on which they bid and must be qualified to advise as to their application and use. Bidder warrants, and must be able upon request, to demonstrate to possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

19. The County may, at its discretion, provide a bid form in electronic file (EXCEL spreadsheet format). If applicable for this project, the electronic file may be downloaded from our website, or is included with bid documents made available as outlined in the Invitation for Bids. Be advised that use of the bid form made available electronically is at the Bidder's discretion. Bidder assumes full responsibility for the integrity of the completed bid form submitted and acknowledges that no changes or alterations to the bid form structure or content, other than the Bidder's pricing, are allowed. Should any changes or alterations to the bid form structure or content be detected, the bid may be determined to be non-responsive and, therefore, disqualified.

The County reserves the right to correct formula errors on the bid form.

20. Bidder will quote price for such quantities as shown and no change in price will be made during the period of the contract.

21. Washington County reserves the right to add additional like supplies and/or service to existing bid contract throughout term of contract based on an agreed upon cost.

Additional like service or supplies are not to be provided without written approval. If prior approval has not been received, invoices are subject to **non-payment**.

22. All work or commodity exceeding \$21,300 must receive prior approval by the Board of County Commissioners.

23. One price only will be considered for each item. When two prices are quoted both will be rejected.

24. All items subject to testing after delivery.

25. Unless otherwise provided in the specifications, all goods supplied to the County will be from new, unused, or current stock.

26. **Warranty** - Unless otherwise noted by Washington County in the general terms and conditions, the Bidder warrants that all products, equipment, supplies, and or service delivered under this contract shall be covered by the industry standard or better warranty. All products and equipment shall carry a minimum industry standard manufacturer's warranty that includes materials and labor. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.

27. No Bidder may submit more than one bid for the same item, nor may he submit multiple by or through the agency of any partner, employee, or other person

28. By submitting a bid, the Bidder agrees to DELIVER TO the County, at the County's request at no additional cost to the County, samples of any goods or workmanship bid. Said samples will be returned to the bidder, if requested within ten (10) days of bid award; provided, however, that the County shall not be liable for damage to or destruction or consumption of these samples occurring in the ordinary course of reasonable inspection and testing. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County would otherwise have with respect to the quality of goods or workmanship.

29. Unless otherwise provided in the specifications, any references in the specifications to the quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful Bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all. If the County requires more than the estimated quantity during the bid period, the Bidder shall supply such additional quantity at the per UNIT COST submitted in the bid offer or proposal.

30. Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged.

31. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck the bids for possible errors. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her bid is accepted.

32. All billing is to be done on a monthly basis and in unit amounts indicated on bid. Invoices and delivery slips must reference the contract number and bid item number. Invoices that do not reference the contract number, bid item number and the correct unit amounts will be returned. Billing must be current, any bills issued after 90 days will not be considered.

33. "Under Section 204(12) of the Tax Revenue Code sales of tangible personal property to Washington County are not taxable. Under Section 204(57) of the Tax Revenue Code the sale at retail by a construction contractor of building machinery and equipment and services thereto to Washington County is also not taxable. Purchases by a contractor are taxable to the contractor except for purchases that are not taxable pursuant to the above provisions."

34. Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

35. Bidder agrees and warrants that whenever the Bidder, in its bid offer, describes any goods by trade name, catalog number or "as per sample" the goods so described conform to the specifications. When a "name brand" is specified it is for reference only. The product supplied is to be of same quality as brand specified. If not noted, it will be assumed that the vendor is supplying name brand specified. Vendor must provide documentation and/or sample that alternate brand meets specifications.

36. **PRODUCT ENDORSEMENT:** Contracting with a vendor as a result of this Bid/RFP will not constitute an endorsement or suggestion, by Washington County, that the vendor's product or services are the best or only solution. In submitting a bid offer or proposal the vendor agrees to make no reference to Washington County in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Washington County Board of Commissioners.

37. Unless otherwise provided in the specifications, where more than one item is listed on the bid document, the County may make a single award covering all items listed, or a separate award for each item, or awards for any combination or combinations of items, whichever is in the best interest of the county.

38. **Equal Low Bids** - When tie bids occur, awards may be made on the following basis:

- A) Past Performance
- B) Local Supplier (Firm within Washington County)
- C) Splitting awards

39. The County reserves the right to reject the bid of any Bidder who has failed to satisfactorily perform any obligations to the County.

40. The County reserves the right to reject all bids, if determines that such rejection is in the best interests of the County.

41. The County will not be responsible for any information provided by third-party sources. The County will not accept bid forms provided by third-party sources.

42. If a re-bid is required for any service/commodity, interested vendors must obtain revised documents provided by the County to be considered.

43. If this bid is subject to the "Steel Procurement Act", 1978, March 3, P.L. No. 3 : 1, 73 P.S. :1881, et seq., a certificate of such must be included.

44. Please submit OSHA Material Safety Data Sheet for any product containing hazardous substances to Washington County.

45. All bids are to be submitted in ink or typewritten. Sealed Bids will be received only between the hours of 9:00 A.M. and 4:30 P.M. at the Washington County Controller's Office, 100 West Beau Street, Ste 403, Washington PA 15301. Bid offers or proposals delivered to an address other than as specified, will not be considered. Washington County will not accept responsibility for bid offer or proposal being delivered by third-party carriers.

46. Unless stated otherwise, all items requiring delivery are to be delivered inside County building as designated by the Washington County Purchasing Agent. All prices must include inside delivery. The County will not pay for delivery charges.

47. All deliveries require "Proof of Delivery" signed by a County authorized representative. Washington County will not be responsible for any orders misplaced without a signed Proof of Delivery.

48. In the event prompt delivery is not made, the Contractor and/or his surety will be held responsible for the difference in costs of materials purchased elsewhere over that specified in the contract.

49. Washington County will have no financial obligations to any vendor for deliveries that do not meet our specifications. If item or items are not picked up within thirty (30) days of delivery, Washington County will dispose of them.

50. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to Washington County Purchasing Office, 95 West Beau St. Suite 430, Washington PA 15301. To be considered the request must be received at least 10 days prior to the date fixed for opening of the bid.

51 Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001:

The contract shall be awarded, or all bids shall be rejected, within thirty days of the opening of the bids, except for bids subject to 62 Pa.C.S. (relating to procurement). Thirty-day extensions of the date for the award may be made by mutual written consent of the commissioners and any bidder who wishes to remain under consideration for award. The Washington County Board of Commissioners shall excuse from consideration any Bidder not wishing to agree to a request for extension of the date for the award and shall release such Bidder from any bid bond or similar bid security furnished under subsection (f).

52. Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001:

The Washington County Board of Commissioners may require that any bids advertised be accompanied by cash, a certified check, cashiers check, bank good faith check or other irrevocable letter of credit in a reasonable amount drawn upon a bank authorized to do business in this Commonwealth, or by a bond with corporate surety in a reasonable amount. Whenever it is required that a bid be accompanied by cash, certified check, cashier's check, bank good faith check or other irrevocable letter of credit or bond, no bid shall be considered unless so accompanied. Bid securities of unsuccessful Bidders shall be returned upon official award. Bid security of successful Bidder shall be returned upon execution of an agreement.

53. Bid results are available for review by all vendors. Appointments to review bids are encouraged. Due to the time involved and the volume of bids processed bid tabulations are not mailed or read over the phone. The bid tabulation sheets are posted on the Washington County website for thirty (30) days after bid award. Website address: [www.co.washington.pa.us](http://www.co.washington.pa.us).

## NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
3. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among its employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**ANTI-COLLUSION AFFIDAVIT  
WASHINGTON COUNTY, PA**

The undersigned deponent, deposes and says that he is the \_\_\_\_\_ of the bidder; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid submitted by the bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

(6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted).

(10) \_\_\_\_\_, its affiliates,  
(NAME OF BIDDER)

subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that

\_\_\_\_\_  
(BIDDER)  
understands and acknowledges that the above representations are material and important, and will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylvania of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(BIDDER)

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

Sworn to and subscribed before me the undersigned notary public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC)

My Commission Expires:

Contractor:

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

Printed Name: \_\_\_\_\_

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

**REQUIREMENTS FOR VENDORS DOING BUSINESS WITH WASHINGTON COUNTY**

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances: Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General

Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.

(h) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.

(i) Certificates of Insurance must be delivered to Washington County within five (5) days after the award evidencing these coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

**Contractor:**

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

**Printed Name:** \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT is made as of the 1<sup>st</sup> day of January, 2024, by and between the COUNTY OF WASHINGTON, a fourth class county duly incorporated under the laws of the Commonwealth of Pennsylvania (hereinafter "COUNTY"), for its Department of Public Safety,

A  
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(hereinafter "CONTRACTOR").

WHEREAS, County needs servicing and maintenance of 911 County wide communication system; and

WHEREAS, Contractor has agreed to provide servicing and maintenance of 911 county wide communication system; and

WHEREAS, the parties have reached an agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

**I. SCOPE OF WORK:**

Contractor agrees to provide the following:

Engineering, Installation, Servicing, Repair, Maintenance and Removal of 9-1-1 Countywide Communication Equipment in accordance with proposal specifications and \_\_\_\_\_proposal proposal incorporated herein as part of this agreement and attached thereto as "Exhibit A".

**II. TERM OF AGREEMENT:**

The term of this Agreement will be from January 1, 2024 until December 31, 2025, with an option to extend for an additional twenty-four months unless otherwise terminated pursuant to the terms of this Agreement.

**III. COMPENSATION:**

As consideration for the services to be rendered under this Agreement, County agrees to pay Contractor a “Demand Basis Cost per Hour” rate as set forth in the proposal proposal as submitted by \_\_\_\_\_ and attached hereto as a part of Exhibit A.

**Year 1 and Year 2 – Eff: thru 12/31/2025**

- A. Business Day (8:00 – 5:00) /hr
- B. Mon thru Fri (5:00 – 12:00) /hr
- C. Mon thru Fri (12:00 – 8:00) /hr
- D. Weekends & Holidays /hr
- E. Tower Climber & Crew (structure) /hr  
Tower Climber & Crew (ground) /hr

Zone fee:

**Optional - Year 3 and Year 4 – Eff: 1/01/2026 thru 12/31/2027**

- A. Business Day (8:00 – 5:00) /hr
- B. Mon thru Fri (5:00 – 12:00) /hr
- C. Mon thru Fri (12:00 – 8:00) /hr
- D. Weekends & Holidays /hr
- E. Tower Climber & Crew (structure) /hr  
Tower Climber & Crew (ground) /hr

Zone fee:

**IV. INDEMNITY:**

It is understood that Contractor is an independent Contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to Contractor. Contractor agrees to indemnify, defend and hold harmless the County, its agents and employees, for or on account of any damages or loss, including the cost of litigation or legal counsel resulting from the actions or lack of actions of Contractor in fulfilling the terms of this Agreement.

**V. NON-DISCRIMINATION; COMPLIANCE WITH APPLICABLE LAWS:**

In the performance of its obligations under this Agreement, Contractor shall comply with the provisions of all applicable federal, state and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual orientation, or veteran status.

Further, Contractor agrees to comply with all applicable statutes, governmental regulations, judicial determinations and grant provisions.

**VI. INSURANCE:**

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form CG00011093 (or substitute form providing equivalent coverage or a newer version) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract including the tort liability of another assumed in a business contract. County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, employment-related practices, sexual abuse or molestation or others as specified by County of Washington.

(2) Business Automobile and Umbrella Liability Insurance. Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any

automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance. Contractor shall maintain Workers Compensation and Employers Liability Insurance.

Contractor further agrees as follows:

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(b) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Automobile Liability or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(c) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.

(d) If Contractor's Liability does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(e) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(f) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.

(g) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be deleted from the certificate form's cancellation provision.

(h) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(i) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.

(j) Contractor shall provide certified copies of all insurance policies required above within 10 days of County of Washington's written request for said copies.

**VII. FUNDING:**

If this Agreement is funded in whole or in part by federal, state or any other funding, it is understood that the County's obligations hereunder are expressly conditioned upon the availability of such funds.

**VIII. TERMINATION:**

This Agreement shall continue in force until the end of its term and shall automatically terminate at the end of its term, unless County terminates this Agreement earlier by providing thirty (30) days' notice to Contractor of its intent to terminate.

County may terminate this Agreement at any time for any reason with or without cause; however, in the event County elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination. Without limiting any of the provisions of this section, County may terminate this Agreement immediately if (a) Contractor defaults in its obligations hereunder; (b) Contractor shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other law or regulation for the relief of debtors, or shall seek or consent to acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or (c) a petition shall be filed against Contractor in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or any debtor in possession, trustee, receiver or liquidator of Contractor or all or any substantial part of the properties of Contractor shall be appointed without consent or acquiescence and such appointment shall remain unvacated or unstayed for the aggregate of sixty (60) days (whether or not consecutive).

**IX. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR:**

Contractor makes the additional representations and warranties set forth in this section, which are material representations and warranties upon which County has relied as inducements to enter into this Agreement:

(a) This Agreement constitutes a valid and binding agreement by Contractor, enforceable in accordance with its terms, and neither the execution and delivery of this Agreement nor compliance with

any of the provisions hereof will violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) the terms or conditions or provisions of any note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, or restriction of any kind whatsoever to which Contractor is a party or by which it or its assets are bound or subject.

(b) If Contractor is a corporation, it is duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to perform its obligations under this Agreement.

**X. NOTICES AND ADDRESSES:**

Unless specifically provided herein, all notices required to be given under this Agreement shall be given to Contractor at the following street address (no post office box numbers) and/or telephone number:

All notices to County shall be given in writing to the Board of Commissioners at the following address: Suite 605, 95 W Beau Street, Washington, Pennsylvania 15301.

**XI. SEVERABILITY:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XII. AMENDMENT:**

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing dated subsequent to the date hereof, and duly executed by the parties hereto.

**XIII. RIGHTS AND REMEDIES CUMULATIVE:**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by the County shall not preclude or waive its right to use any or all other remedies. Said rights or remedies are given in addition to any other rights County may have by law, statute, ordinance, resolution or otherwise.

**XIV. WAIVER OF DEFAULT:**

No waiver by the County of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

**XV. NO PARTNERSHIP, AGENCY, OR JOINT VENTURE:**

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between County, its successors or assigns, on the one part, and Contractor, its successors or permitted assigns, on the other part. It is expressly understood and agreed by the parties hereto that Contractor shall at all times during the performance of services pursuant to this Agreement be acting as an independent contractor and that no act, commission or omission of Contractor shall be construed to make or render County, its principals, agents, or associates liable.

It is further understood and agreed by the parties hereto, that Contractor waives Governmental Immunity as a defense and shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the County.

**XVI. PARTIES BOUND; ASSIGNMENT:**

At all times, this Agreement shall inure to the benefit of County and Contractor and their respective successors and assigns, and constitutes a binding obligation upon County and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall make no assignment of

this Agreement or of any right accruing hereunder, without the prior written consent of County. A sale, transfer or other disposition of 50% or more of the voting stock or securities of Contractor shall, in the case of a corporation or partnership, constitute an assignment of this Agreement.

**XVII. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between County and Contractor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings and letters related hereto, unless made by supplemental written agreement, executed and approved by County and Contractor.

**XVIII. HEADINGS:**

The headings used before the various paragraphs of this Agreement are for ease of reference only and do not constitute parts of this Agreement.

**XIX. GOVERNING LAW:**

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first above written.

**COUNTY OF WASHINGTON – BOARD OF COUNTY COMMISSIONERS**

By: _____
Diana Ireya Vaughn, Chair
By: _____
Larry Maggi, Vice Chair
By: _____
Nick Sherman, Commissioner

**ATTEST:**

\_\_\_\_\_  
Cynthia B Griffin, Chief Clerk

**Approved as to form and legality:**

By: \_\_\_\_\_  
Jana Phillis Grimm  
Solicitor

**Per Minute # Dated:**

_____
By: _____
Printed Name: _____
Title: _____