

GENERAL INSTRUCTIONS

1. **GENERAL:** Separate and sealed bids for Maintenance for Security X-Ray and Scanning Equipment for Westmoreland County Facilities, will be received at the Office of Westmoreland County Controller, Suite 111, 2 North Main Street, Greensburg, PA. 15601, until 2:00 P.M. on January 10, 2017, at which time and place bids will be opened and read aloud at approximately 2:15P.M.

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED.

NOTE: All prospective bidders shall make a site inspection prior to submitting a bid to obtain a better understanding of the services and equipment required for this contract. Contact Chief of Police, Kirk Nolan, for directions and a time to visit the site. Telephone: (724) 830-3469

2. **SUBMISSION OF BIDS:** An original and two (2) copies of the completed bid must be submitted in a sealed envelope and addressed to the Westmoreland County Controller's Office. Clearly marked on the outside of the envelope shall be bidder's name, address, and the designation:

"BID: MAINTENANCE FOR SECURITY X-RAY AND SCANNING EQUIPMENT FOR WESTMORELAND COUNTY FACILITIES".

No responsibility will be attached to any County representative for premature opening of a bid not properly addressed and identified.

3. **BID SECURITY:** Each bid must be accompanied by a certified, good faith check drawn upon a bank authorizing to do business in the Commonwealth of Pennsylvania, cashier's check, or by a bid bond with corporate surety, in the amount of ten percent (10%) of the total bid price. Bid bonds must be signed by an authorized representative of both the bidder and the surety company, and accompanied by a power of attorney authorizing execution of the bond on behalf of the surety company, or the bid will be rejected.
4. **BID PRICES:** The bid price for this work will be for all labor, materials and equipment to complete the job per specifications.
5. **TAX EXEMPTIONS:** The County is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade law, and the Pennsylvania sales and use tax for purchase of tangible personal property. The registration number with Internal Revenue Service is 25-6001046. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of a construction contract. If the County is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.

6. **IRS W-9 FORM:** The successful bidder will be required to complete an Internal Revenue Service Form (W-9) attached hereto as "Attachment A" providing the bidder's taxpayer identification number and, if applicable, certification regarding backup withholding and submit the completed (W-9) form along with the executed contract.
7. **RIGHT TO ACCEPT OR REJECT BIDS:** The Westmoreland County Commissioners reserve the right to waive informalities for the best interest of the County, approve sufficiency of surety and reject any or all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be included in ink; typing or printing is not acceptable. Bidders must include all information required on the official bid form. Failure to comply may be cause for rejection of the bid. Award of the contract will be made at the County's option to the lowest responsible bidder.
8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for thirty (30) days following the bid opening, and no bids will be permitted to be withdrawn during such period. Bids will be awarded within thirty (30) days from opening. In the event award of bid cannot be made within thirty (30) days from date of the bid opening, bidders will be afforded the opportunity to extend their bid for an additional thirty (30) days by completing and submitting to the County a Consent to Extension of Date for Bid Award Form, "Attachment B".
9. **PROVISION REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in the contract will be deemed to be inserted therein and the contract will read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.
10. **MORE THAN ONE BID:** If more than any one bidder, in his own name or in the name of his agent, partner, or other person, offers one bid; all bids submitted by such bidder shall be rejected.
11. **INSURANCE:** During the term of this contract, the Contractor shall maintain in effect insurance policies covering the following:
 - a. General Liability - \$1,000,000.00 per occurrence of personal injury; \$1,000,000.00 per occurrence of property damage.
 - b. Automobile - \$500,000.00
 - c. Workmen's Compensation – In amounts required by law.
 - d. Certificates of Insurance along with Performance Bonds must be provided within fifteen (15) days of the date of written notice of award of contract.

12. **NON-DISCRIMINATION CLAUSE:** The successful bidder will be required to comply with the terms of the attached Non-Discrimination Clause herein marked "Attachment C".
13. **CONTRACTOR INTEGRITY:** The successful bidder will be required to comply with the terms of the attached Contractor Integrity Clause herein marked "Attachment D".
14. **SUBCONTRACTORS:** The County shall have the right to approve subcontractors prior to the commencement of their work. Any approved subcontractor does not relieve the bidder of full compliance with the specifications. The bidder will be responsible for all work performed under these specifications whether the bidder performs the work himself or through a subcontractor.
15. **ADDENDA TO CONTRACT:** During the bidding period, the County may insure written addenda to each person, firm or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall include in the work and/or materials covered by the bid proposal and such addends shall become part to the specifications contract.
16. **ADDITIONAL WORK:** No additional work shall be done unless agreed to in writing by the County.
17. **TERM OF AGREEMENT:** The contract will be in effect from January 1, 2017 through December 31, 2017 with the County's sole option to extend the agreement for a second one-year term at the same prices.
18. **PAYMENT:** Payment shall be made at the prices set forth in the bid form upon certification of the work as outlined in the specifications and upon submission by the contractor of invoices. Invoices shall be submitted monthly in the amount of 1/12 of the total bid price.

ALL INVOICES ARE TO BE FORWARDED TO:

Westmoreland County Park Police
Attention: Chief Nolan
2 North Main Street
Greensburg, PA. 15601

19. **CONTACT PERSON:** Any questions regarding this bid should be directed to Police Chief, Kirk Nolan. Telephone: (724) 830-3469.
20. In accordance with Pennsylvania's "Right to Know" Laws, (Act 3 of 2008; 65 PS 67.101 et seq), the County may make available for viewing or provide copies of all bids received and all associated contract documents following awarding of same.

MAINTENANCE FOR X-RAY AND SCANNING EQUIPMENT FOR WESTMORELAND COUNTY FACILITIES

Westmoreland County Park Police Department
2 North Main Street
Greensburg, PA. 15601

I. SCOPE OF WORK

1. SYSTEM DESCRIPTION:

- A. The security x-ray machines and walk-through control scanning system consists of various equipment in different locations in County Buildings. A list of equipment for maintenance and upgrades at various locations is contained in Appendix A

2. QUALIFICATION OF BIDDERS:

- A. All prospective bidders must visit all site locations for a system survey and to view equipment as listed in Appendix A.
- B. The successful bidder must possess and demonstrate the following *technical skills*.
 - a. They must possess the technical skills, material parts and equipment to operate, test and repairs to each piece of equipment listed in Appendix A.
 - b. Demonstrate the proper power up/down procedures to be followed prior to servicing equipment.
 - c. Demonstrate the ability to enter the diagnostic mode of all equipment listed in Appendix A.
 - d. Submit a list of references if requested by the County.

3. PARTS AND EQUIPMENT:

- A. The successful bidder shall include all labor and parts and include any travel or living expense costs in this bid, associated with all repairs to Appendix A.

4. TERMS & CONDITIONS OF THE AGREEMENT:

- A. The successful bidder for the service agreement must have a facility within reasonable distance of the Westmoreland County Facilities, and that it employs qualified Service Representatives and is set up to receive and dispatch the aforementioned representative(s) to an emergency call both during normal working hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, and after normal working hours and on holidays and weekends. Successful bidder must provide to the County the name and phone numbers of service facilities.

- B. The successful bidder will be required to provide on-site training classes on using equipment to county personnel as determined by Westmoreland County at no additional cost.
- C. Every six (6) months all equipment shall be inspected for proper working order, which shall include radiation leak checks of all x-ray equipment and shall provide Westmoreland County with a written statement showing condition of all equipment tested.
- D. The Contractor shall maintain the equipment in good working order in accordance with the highest standards of workmanship. This includes, where applicable, the adjustment or replacement or unserviceable parts or equipment and changing threat levels to meet current conditions as required by Westmoreland County at no additional costs.
- E. The successful bidder will replace as needed, failed components as well as deteriorating parts within all x-ray machines and walk-through control detectors at no additional cost with new components, unless agreed by Westmoreland County to use rebuilt components.
- F. The successful bidder must provide service Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M, at no additional charge for labor or materials. All repairs must be completed within three (3) days unless otherwise agreed to by Westmoreland County. Contractor shall provide a loaner walk-through control console unit and exchanged via UPS overnight shipping if service cannot be provided within twenty-four (24) hours of break down request.

EQUIPMENT LIST

APPENDIX A

Description/Location	Manufacture Year	Serial Number
6040 X-Ray Scanner (LP Lobby)*	2016	16-08-08-L234
BZ6444ME (LP Lobby – Spare)	2013	13-12-27-L273
6848ME X-Ray Scanner (Main Lobby)	2013	13-07-29-L152
6040ME X-Ray Scanner (UP – Spare)	2013	13-07-20-L149
6848ME (Juvenile)	2013	13-08-08-L164
6040 (Extension – Lobby)	2010	10-02-09-P015
6848 X-Ray Scanner (UP – Spare)	2007	07-04-17-P212

*6040 X-Ray Scanner will be included into Contract upon expiration of 2-year warranty (August 2018).

Note: Appendix list may not be inclusive. Contractor shall verify by site inspection. Contractor shall be responsible for all equipment listed any additional equipment added to system within contract period for locations listed above. Any exceptions to this must be put in writing by Contractor and approved by Westmoreland County.

ATTACHMENT B
CONSENT TO EXTENSION OF DATE FOR BID AWARD

Bid Title/Project: _____

Bid Opening Date: _____

Bidder's Name: _____

Bidder's Address: _____

Current Contract Award Deadline: _____

Extended Contract Award Deadline: _____

The Board of Commissioners of Westmoreland County, Pennsylvania, hereby requests the undersigned Bidder to consent to a thirty (30) day extension of the date for the award of a contract for the above bid/project.

According to Section 1802 (e) of the County Code, the contract must be awarded or all bids rejected within thirty (30) days of the opening of the bids, but thirty (30) day extensions of the date for the contract award may be made by mutual written consent of the Commissioners and any Bidder who wishes to remain under consideration for the award. By law, any Bidder who declines to consent to such extension of the date for contract award must be excused from consideration for the contract, and such Bidder's bid security must be released without penalty.

The undersigned Bidder wishes to remain under consideration for award of the above contract, and hereby consents to the Commissioners' request for a thirty (30) day extension of the date for the award of a contract for the above bid/project.

COUNTY OF WESTMORELAND
BOARD OF COMMISSIONERS

BIDDER:

Charles W. Anderson Date

By: _____
Authorized Signature

R. Tyler Courtney Date

Print Name and Title

Ted Kopas Date

Date Signed by Bidder

ATTACHMENT C
NONDISCRIMINATION CLAUSE

During the term of this contract, the 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, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, 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 all 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 all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. CONTRACTOR shall send each labor union or worker' 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 ever other source of recruitment regularly utilized by CONTRACTOR.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of 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 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 the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and 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, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). 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, the Bureau of Affirmative Action or the Commission.
8. CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their 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. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
11. CONTRACTOR's obligations under this clause are limited to 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.

Source: 16 Pa. Code §49.101

ATTACHMENT D
CONTRACTOR INTEGRITY

A. Definitions:

1. **“Confidential information”** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Westmoreland.
2. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
3. **“Contractor”** means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
4. **“Financial Interest”** means:
 - a. Ownership of more than 5% interest in any business; or
 - b. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
5. **“Gratuity”** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County of the Commonwealth of Pennsylvania.

E. The Contractor, shall not, in connection with this or any other agreement with the County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any

gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.

- F. Except with the consent of the County and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- G. Except with the consent of the County and the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.
- I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
- J. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.
- K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have under the law, statute, regulation, or otherwise.