

GENERAL INSTRUCTIONS

1. **GENERAL:** Separate and sealed bids for the SERVICE MAINTENANCE FOR WESTMORELAND COUNTY VIDEO MONITORING AND RECORDING SYSTEM will be received at the Office of the WESTMORELAND COUNTY CONTROLLER, Courthouse Square, Suite 111, 2 North Main Street, Greensburg, PA. 15601 until Tuesday, January 10, 2017 at 2:00 P.M.
 - a. Late bids will not be accepted or considered.
 - b. Bids will be opened and read aloud on Tuesday, January 10, 2017 at approximately 2:15 P.M.
 - c. Any prospective bidder wishing to schedule a pre-bid meeting* may contact Park Police Chief Kirk Nolan at (724) 830-3469 or knolan@co.westmoreland.pa.us.

**A pre-bid meeting may be held if requested by a prospective bidder. However, any pre-bid meeting must take place at least seven days prior to the bid opening date.*

2. **SUBMISSION OF BIDS:** An original along with two copies of the completed Bid Form must be submitted in a sealed envelope and addressed to the WESTMORELAND COUNTY CONTROLLER. Clearly marked on the outside of the envelope shall be the Bidder's name, address, and the designation: "SERVICE MAINTENANCE FOR WESTMORELAND COUNTY SECURITY VIDEO MONITORING SYSTEMS".

NOTE: No responsibility will be attached to any COUNTY representative for premature opening of a bid that is not properly addressed and identified.

3. **BID PRICES:** The bid price for this work will be for all labor, materials, and equipment to complete the job per specifications.
4. **PERFORMANCE BOND:** The successful bidder will be required to furnish a bond guaranteeing performance of the contract, with sufficient surety in the amount of fifty percent (50%) of the total bid amount of the contract within fifteen (15) days of the date of written notice and award of the contract.

NOTE: Failure to furnish such bond within this time period shall, at the option of the county, constitute grounds to revoke the bid award.

5. **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 by the bidder to sign the bid or have the signature of any 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.
6. **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 or rejected within thirty (30) days from opening. In the event award cannot be made within thirty (30) days from the date of bid opening, bidders will be offered 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).

7. **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 be 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.
8. **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.
9. **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. Workman's Compensation: In amounts required by law.
 - d. Certificates of Insurance must be provided to the Controller's office along with Performance Bond.
10. **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 or 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 an 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.

The 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. Completed IRS (W-9) Form shall be submitted along with the executed contract.

11. **NON DISCRIMINATION CLAUSE:** The contractor shall not discriminate against any employee as outlined in the Non-Discrimination Clause attached hereto as "Attachment C".
12. **CONTRACTOR INTEGRITY:** The Contractor shall conduct himself in accordance with "Attachment D", attached hereto as the Contractor Integrity Clause.
13. **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.
14. **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 Addenda shall become part to the specifications and contract.

15. **ADDITIONAL WORK:** No additional work shall be done unless agreed to in writing by the County.
16. **TERM:** The term of Agreement shall begin on February 1, 2017 through January 31, 2018, with the County's sole option to extend the agreement for a second one-year term at the same prices. The County reserves the sole right to terminate the Agreement any time during the term upon 30 days written notice of intent to terminate to vendor. Should the County choose to terminate the Agreement, payment shall be made only for the months services were provided prior to termination.
17. **PAYMENT:** Payment shall be made monthly in an amount equal to 1/12 of the total contract price per monthly invoice.
18. The Submission of a bid shall constitute and establish the bidders' intent to enter into a binding contract with Westmoreland County for the goods or services solicited. Additionally, should any bid submitted contain a defect(s) that in the County's opinion, is of non-material nature, the bidder agrees that by the submission of a bid, bidder will correct any defect(s) upon request of the County.
19. 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.
20. **UNIT PRICES:** In the event Unit Prices are required, the County reserves the right, should there be any discrepancy, inconsistency, or difference between the Unit Price(s) and Total Price(s), to choose the lowest of the prices listed and the vendor shall be bound to provide the goods and/or services in question at the lower cost. The County reserves the right to award contracts for individual items, groups, or combined awards as may be in the County's best interest.
21. **PROJECT LABOR AGREEMENT:** Where required for applicable projects in the amount of \$150,000.00 or greater, the successful bidder shall be required and agrees to execute and comply with a Project Labor Agreement as prepared by the County.
22. The County reserves the right to award a contract to any bidder collectively or individually per categories as listed in the specifications as may be in the best interest of the County.
23. **CONTACT PERSON:** Specification questions should be directed to the following:

Westmoreland County Park Police
Courthouse Complex
2 North Main Street
Greensburg, PA. 15601
Attn: Kirk E. Nolan, Chief of Police
(724) 830-3469

- Invoices for **Westmoreland County Park Police** are to be forwarded to:

Westmoreland County Park Police Department
Courthouse Complex
2 North Main St.
Greensburg, PA. 15601
Attn: Kirk, E. Nolan, Chief of Police

- Invoices for **Westmoreland County Domestic Relations** are to be forwarded to:

Westmoreland County Courthouse
Offices of Domestic Relations
2 North Main St.
Greensburg, PA. 15601
Attn: Jody Campbell

- Invoices for **Westmoreland County Department of Public Safety** are to be forwarded to:

Westmoreland County Public Safety
911 Public Safety Dr.
Greensburg, PA. 15601
Attn: Nick Caesar, Deputy Director

- Invoices for **Westmoreland Manor** are to be forwarded to:

Westmoreland Manor
2480 South Grande Blvd.
Greensburg, PA. 15601
Attn: John Austin

I. System Description:

The Security System consists of Vicon and Panasonic cameras, monitors, Vicon NVR, DVR, Viconet Software system, and all equipment associated with the video monitoring system. Monitoring functions are controlled through a central control station located at 2 North Main St. Greensburg, PA. The same system described above is similar, only smaller, at the Public Safety Building located at 911 Public Safety Dr., Greensburg, PA.

1. Qualification of Bidders:

The vendor maintaining the Courthouse video system shall, prior to submitting a bid, visit the site for a system survey and demonstrate the following capabilities for Chief Kirk E. Nolan and for the Public Safety Building, contact Nick Caesar at (724) 600-7302.

A list of equipment for both facilities can be provided upon written request by bidder. Equipment list may not be inclusive of all equipment and the Bidder approved shall be responsible for all equipment, video wiring, cameras, digital recorders, etc. and any additional equipment added to system within the contract period for all facilities.

2. Technical Skills – must demonstrate the following:

- a. The bidder must possess the technical skills, certifications, materials, parts and equipment to operate, test, and affect repairs to video equipment Vicon NVR's and DVR's and both Vicon and Panasonic Cameras. The bidder must possess and provide a certificate and statement of verification and certification from Vicon.
- b. Bidders must be pre-certified by Vicon. Bidders must demonstrate that they have serviced other sites for Vicon Systems, which are similar in size to Westmoreland County. Bidders must provide and list company names, contact persons, addresses, and telephone numbers of these sites being serviced by the vendor. The County reserves the right to determine any bidder's experience in servicing the Vicon system.

II. Maintenance

A. County Courthouse Complex – Video & Equipment

1. Parts and Equipment – The successful bidder must perform and maintain the following. The bidder must have inventory and have the following items in stock:

- a. Clean DVR's / NVR's to the manufactures specification every 6 months. Bidder shall provide loaner unit if needed to maintain current monitoring and recording system.
- b. (2) Color Cameras
- c. 19" Flat Panel Monitor
- d. Provide 24-hour telephone and internet technical support at no additional cost to the county.

- e. Equipment moves or changes to another location shall be provided at normal working times within 15 days of notice to bidder at no additional cost to the county.
- f. The bidder will replace as needed, failed components as well as deteriorating parts with new components, within monitoring equipment at no additional cost to the county. Note: All substitutions of any equipment currently being used must be approved by Westmoreland County before being placed into service. Repaired parts may be substituted in replacement of new parts at the approval of Westmoreland County.
- g. Each year there is an agreement, the bidder will upgrade one (1) NVR of Westmoreland County's choice with NVR model #VPK-6TBV7-RK, within 30 days of notice to bidder at no additional cost to the county.
- h. All work will be performed during normal business hours, defined as Monday through Friday, 8:00 AM till 4:00 PM unless the county and vendor mutually agrees to perform work after hours.

B. Public Safety Complex – Video & Equipment

- 1. Parts and Equipment – The successful bidder must perform and maintain the following. The bidder must have inventory and have the following items in stock:
 - a. Clean DVR's / NVR's to the manufactures specification every 6 months. Bidder shall provide loaner unit if needed to maintain current monitoring and recording system.
 - b. (2) Color Cameras
 - c. (1) 19" Flat Panel Monitor
 - d. Provide 24-hour telephone and internet technical support at no additional cost to the county.
 - e. Equipment moves or changes to another location shall be provided at normal working times within 15 days of notice to bidder at no additional cost to the county.
 - f. The bidder will replace as needed, failed components as well as deteriorating parts with new components, within monitoring equipment at no additional cost to the county. Note: All substitutions of any equipment currently being used must be approved by Westmoreland County before being placed into service. Repaired parts may be substituted in replacement of new parts at the approval of Westmoreland County.
 - g. All work will be performed during normal business hours, defined as Monday through Friday, 8:00 AM till 4:00 PM unless the county and vendor mutually agrees to perform work after hours.

C. Westmoreland Manor – Video & Equipment

- 1. Parts and Equipment – The successful bidder must perform and maintain the following. The bidder must have inventory and have the following items in stock:
 - a. Clean DVR's / NVR's to the manufactures specification every 6 months. Bidder shall provide loaner unit if needed to maintain current monitoring and recording system.

- b. (2) Color Cameras
- c. (1) 19" Flat Panel Monitor
- d. Provide 24-hour telephone and internet technical support at no additional cost to the county.
- e. Equipment moves or changes to another location shall be provided at normal working times within 15 days of notice to bidder at no additional cost to the county.
- f. The bidder will replace as needed, failed components as well as deteriorating parts with new components, within monitoring equipment at no additional cost to the county. Note: All substitutions of any equipment currently being used must be approved by Westmoreland County before being placed into service. Repaired parts may be substituted in replacement of new parts at the approval of Westmoreland County.
- g. All work will be performed during normal business hours, defined as Monday through Friday, 8:00 AM till 4:00 PM unless the county and vendor mutually agrees to perform work after hours.

OFFICIAL BID FORM

The undersigned bidder agrees, if awarded a contract by County of Westmoreland, to provide service maintenance for security monitoring systems in accordance with the foregoing bid specifications for the specified items within this proposal.

Service and Maintenance of the video equipment shall be bid separately for the Courthouse Complex and the Public Safety Complex and included with the Official Bid Form. Costs of the maintenance agreement shall be spread out over the length of the contract and shall be billed quarterly. The maintenance in Courthouse Complex shall be billed 70 % to the County and 30% to the Domestic Relations (Courts).

MAINTENANCE AGREEMENT

1. Westmoreland County Public Safety
911 Public Safety Dr. (Public Safety Complex)
Greensburg, PA. 15601
Attn. Nick Caesar Bid Amount: \$ _____

2. Westmoreland County Domestic Relations Office
2 North Main St. (Courthouse Complex 30%)
Greensburg, PA. 15601
Attn. Jody Campbell Bid Amount: \$ _____

3. Westmoreland County Park Police Department
2 North Main St. (Courthouse Complex 70%)
Greensburg, PA. 15601
Attn. Kirk E. Nolan Bid Amount: \$ _____

4. Westmoreland Manor
2480 South Grand Blvd. (Westmoreland Manor)
Greensburg, PA. 15601
Attn. John Austin Bid Amount: \$ _____

Total Maintenance Bid Price for 4 Sites: \$ _____

OFFICIAL BID FORM

Name of Bidder (type or print): _____

Address: _____

Authorized Signature: _____

Print Name/Title of Signer: _____

Telephone Number: (_____) _____ - _____

Fax Number: (_____) _____ - _____

**AFFIX CORPORATE
SEAL HERE.**

(If bidder is a
corporation)

Bidder is a (check one):

Corporation incorporated in the State of _____.

General Partnership.

Limited Partnership.

Limited Liability Company.

Sole Proprietorship.

Other (specify): _____

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 from the contract, and such Bidder's bid security must be released without penalty.

The undersigned Bidder wished 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:

Gina Cerilli, Chairman Date

Authorized Signature

Ted Kopas, Commissioner Date

Print Name/Title

Charles W. Anderson, Commissioner Date

Date

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 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 its nondiscrimination clause. Similar notice shall be sent to every 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 or 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 practice 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 or this is 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 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 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

- a. 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.
 - b. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that were the material facts have been disclosed, in writing, by requalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
 - c. 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.
 - d. Financial interest means:
 - i. Ownership of more than 5% interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. 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 benefits on anyone as considered 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 or 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 to 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 of 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 any 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 Contractors hall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and tis representatives, for inspection and copying, all business and financial records of the Contract 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 any 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 here under, 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 any 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.