

LOWER PAXTON TOWNSHIP
Dauphin County, Pennsylvania

Bid Opening held July 20, 2023
SECURITY CAMERA PACKAGE
located at 425 Prince Street, Harrisburg, Pennsylvania

A bid opening was held on Thursday, July 20, 2023 at 4:00 p.m. in Room 174 of the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania. One bid proposal was received for furnishing of a Security Camera Package.

Rachelle Scott, Parks and Recreation Director; John Shear, Civil Engineer EIT; and Michelle Hiner, Recording Secretary were in attendance.

Ms. Scott read the following bids:

Bidder Name	Contract	Total
Security Lines, US		\$80,770.00

All bidder's bid forms payment plan appear to be in order.

Ms. Scott stated that the bid proposal will be reviewed in detail and presented to the Board of Supervisors at its business meeting on August 8, 2023, at which time action may be taken by the Board.

The bid opening concluded at 4:02 p.m.

Respectfully submitted

Michelle Hiner
Recording Secretary

**Lower Paxton Township
Dauphin County, Pennsylvania**

Bid Specifications:

Security Camera Package

Initial Issue: June 29, 2023

Bids Due: July 20, 2023



Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

DAUPHIN COUNTY, PENNSYLVANIA
GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS

SECTION 1 - GENERAL TERMS AND CONDITIONS

- 1.1. RECEIPT OF BIDS:** Sealed bids shall be addressed to Lower Paxton Township, and marked, "Bid on Security Camera Package" in accordance with the Bidding Documents and will be received at the Township Municipal Center, 425 Prince Street, Harrisburg Pennsylvania, 17109 until 4:00 P.M. prevailing time June 1, 2023 at which time bids will be opened and publicly read aloud in Room 174 of the Municipal Building.
- 1.2. EXAMINATION OF THE BIDDING DOCUMENTS:** Bidders are required to carefully examine the Bidding Documents for the specified items(s) and circumstances affecting the cost of the items(s) and the manner of performance, as further described in Exhibit I. Questions regarding the bidding documents must be submitted, in writing, to the Township at the above stated address. Questions may be submitted by facsimile at fax number (717) 724-8311 and addressed to Rachelle Scott or Email to rscott@lowerpaxton-pa.gov. The Township will respond, in writing, to all questions regarding these specifications, providing copies of all responses to all bidders that registered with the Township at the time they obtained the specifications. Due to time constraints involving the issuance of written responses, the Township **will not** respond to questions it receives within three (3) working days of the date of the bid opening.
- 1.3. PRINTED FORM OF BIDS:** Bidders are required to carefully examine the Bidding Documents for the specified items(s) and circumstances affecting the cost of the items(s) and the manner of performance, as further described in Exhibit I. Questions regarding the bidding documents must be submitted, in writing, to the Township at the above stated address. Questions may be submitted by facsimile at fax number (717) 724-8311 and addressed to Rachelle Scott or Email to rscott@lowerpaxton-pa.gov. The Township will respond, in writing, to all questions regarding these specifications, providing copies of all responses to all bidders that registered with the Township at the time they obtained the specifications. Due to time constraints involving the issuance of written responses, the Township **will not** respond to questions it receives within three (3) working days of the date of the bid opening.
- 1.4. NON-COLLUSION AFFIDAVIT:** A properly executed Non-Collusion Affidavit, as attached, must accompany all bids submitted in accordance with these specifications hereto as Exhibit III. Such affidavit shall certify compliance with the Pennsylvania Antibid-Rigging Act, Act of October 28, 1983, P.L. 176, No 45, 73 P.S. Section 1611 et seq., as amended, which prohibits conspiracy and collusion to commit bid-rigging of public contracts.
- 1.5. QUALIFICATIONS OF BIDDERS:** Each bidder shall furnish with his/her bid and in the same sealed envelope for consideration by the Township in determining the qualifications of the Bidder to provide the specified item(s) a statement listing the Bidder's experience in provided the item(s) of the character for which its bid is being submitted.

- 1.6. EXECUTION OF CONTRACTS:** The Bidder whose proposal is accepted shall be required to execute a contract within ten (10) days of the receipt of notification of the award and prior to the actual issuance of a purchase order by the Township. Such a contract shall explicitly state the terms and conditions by which the procurement will take place.
- 1.6.1.** Attached to these General Stipulations and Information for Bidders, as Exhibit IV, is Lower Paxton Townships Standard Form Contract to be entered into with the Successful Bidder.
- 1.7. RESERVATION AND ANNULMENTS:** The Board of Supervisors of Lower Paxton Township shall determine the Successful Bidder upon the basis of bids submitted and reserves the right to reject any or all bids and may readvertise if the best interests of Lower Paxton Township are to be herby promoted. The Board of Supervisors may waive technical defects if, in its judgment, the interests of Lower Paxton Township shall so require. Furthermore, the Board retains the right to annul any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of willful attempt to impose upon Lower Paxton Township any materials or workmanship inferior to those required by the Contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right of Lower Paxton Township to claim damages for the breach of any of the covenants of the contract by the Successful Bidder. No proposal may be considered from, or agreement made with any person, firm or corporation that can be shown to have previously failed to perform satisfactorily on a contract or agreement with the Township.
- 1.8. CHANGES PRIOR TO BID OPENING:** During the period for preparation of bids, Bidders may be furnished addenda for additions to or alterations of the Bidding Documents, which shall be included in the work covered by the Proposal and become part of the Contract documents. If any prospective bidder is in doubt as to the true meaning of any part of the Bidding Documents, he/she may submit to the Township a written request for an interpretation thereof. The Bidder submitting the request shall be responsible for its prompt delivery. Interpretations or clarifications considered necessary by the Township in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 1.9. INFORMALITIES:** Bids which contain erasures, alterations, conditional bids, omissions, or irregularities of any kind may be rejected by the Township at its option as not meeting the requirements of the Bidding Documents.
- 1.10. CONDITIONS OF WORK:** The Township does not make and representations in connection with the specified items(s) as further described in Exhibit I. Bidders must become fully aware of the conditions relating to providing, in full, the specified items(s). Failure to do so will not relieve the Successful Bidder of its obligation to furnish the specified equipment or to carry out the provisions set forth in these Specifications, General Stipulations, and Information for Bidders.

1.11. INDEPENDENT CONTRACTOR: The Successful Bidder shall perform all work and services described herein as an independent contractor and not as an officer, agent servant or employee of the Township. The Successful Bidder shall have exclusive right to control the details of the services and work performed hereunder and all persons performing the same. No person performing any of the work or services described hereunder shall be considered an officer, agent servant or employee of the Township, and no such person shall be entitled to any benefits available or granted to employees of the Township.

1.11.1. The Successful Bidder shall acknowledge that it and its employees serve as independent contractors and that Lower Paxton Township shall not be responsible for any payment, insurance or incurred liability.

1.12. ASSIGNMENT OF CONTRACT: The Successful Bidder shall give personal attention to constantly to be faithful performance of the work in the manufacture, production, or delivery of the herein specified item(s), shall keep said work under his/her own control, and shall not assign by power of attorney or otherwise, nor subcontract the work of any part thereof without the previous written consent of the Township. In such case, the Successful Bidder shall state to the Township in writing the name and address of each subcontractor that he/she intends to employing, the portion of the work the subcontractor is to do or the material which the subcontractor is to furnish, his/her place of business and such other information as the Township may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as set forth in the Specifications. The Successful Bidder shall not be released from his/her liabilities or obligations under the Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her.

1.13. MODIFICATION OF CONTRACT: The Contract for the herein specified item(s) with the Successful Bidder may be modified or changed from time to time, as may previously be agreed upon in writing between the parties hereto, in a manner not materially affecting the substance hereof.

1.14. CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELED OR TERMINATED BY THE BOARD OF SUPERVISORS: If the work under the Contract for the herein specified item(s) shall be abandoned by the Successful Bidder; if the Contract shall be assigned or the work subcontracted by him/her other than as herein specified; if at any time the Board of Supervisors shall be of the opinion and so certifies in writing (which certificate shall be final, binding and conclusive on the Successful Bidder) that the performance of the Contract is being unnecessarily or unreasonably delayed; that the Successful Bidder is violating any of the conditions or covenants of his/her Contract or of these Specifications thereof; if the Successful Bidder is executing the Contract in bad faith or not in accordance with the terms thereof, the Board of Supervisors may cancel and terminate the Contract by a written notice, to be served upon the Successful Bidder either personally or by leaving it at his/her residence or office. The Board of Supervisors shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed

as may be necessary to fulfill the Contract and in such case, the Township shall have the power and is hereby authorized to charge to the Successful Bidder the amount of loss suffered by the Township.

1.15. PRICE: Lower Paxton Township will pay, and the Successful Bidder shall accept the price stipulated in the proposal hereto attached in full compensation for performance and completion of the contract.

1.16. PAYMENT: Payment will be made per the below payment schedule within thirty (30) days of receipt of the invoice. The Successful Bidder shall render bills in duplicate.

1.16.1. PAYMENT SCHEDULE:

1.16.1.1. Ninety Percent (90%) of the price stipulated in the proposal hereto shall be invoiced and paid upon delivery and acceptance of the specified items(s).

1.16.1.2. Ten Percent (10%) of the price stipulated in the proposal hereto shall be invoiced and paid upon the completion of specified setup and training.

1.17. WITHHOLD PAYMENT: The Township may withhold payment for deficient items according to terms of the contract and these specifications. The Township shall pay the vendor according to the provisions of law for all other items which appear on the application for payment, and which have been satisfactorily completed. If the Township withholds payment from Successful Bidder for deficient item, it shall notify the vendor of the item within the time period specified in the contract or fifteen (15) calendar days of the date that the application for payment is received.

1.18. NONDISCRIMINATION: It is the policy of Lower Paxton Township to provide equal opportunity to all persons and not to discriminate against any individual, employee, or contractor on the basis of race, color, creed, sex, marital status, age, national origin, political affiliation, handicap, or disability. The Township requires that all contractors and subcontractors doing business with the Township practice Equal Employment Opportunity and Affirmative Action. In addition, such contractors and subcontractors shall not discriminate against any of the herein referenced individuals or groups as a condition of its agreement with Lower Paxton Township.

1.19. RIGHT-TO-KNOW LAW: The Right-To-Know Law provides public access to certain Township records, including bids, contracts, invoices, and payments. Entities doing business with the Township are covered under the requirements of the Right-To-Know Law. Bidders and Contractors are hereby notified that they may be requested to and are required to make public certain information regarding contracts or bids as they relate to Lower Paxton Township.

EXHIBIT I

SPECIFICATIONS

- General Information -

1. **SUMMARY OF EQUIPMENT:** The following specifications are considered the minimum requirements. These specifications come from Security Lines US Police Observation Device (POD). Bidders must bid as specified or an approved equal. Lower Paxton Township shall have final authority as to the determination of an approved equal.
 - a. Minimum Specifications for All Cameras:
 - i. Up to 16 camera views with 3 Pan-Tilt-Zoom cameras and 1 fixed on a single device.
 - ii. 2 TB of storage in onboard video server so recording does not rely on wireless signal (upgradeable to 20 TB)
 - iii. Minimum of forty-five (45) days of video storage
 - iv. Central monitoring software with web and smart phone viewing
 - v. Infrastructure for storage and video server at station or office shall not be needed.
 - vi. Minimal wireless system needed (if cellular is not used) because recording is directly on board.
 - vii. No per camera or per computer software licensing fees or firmware/software upgrade fees
 - viii. Moveable from location to location requiring only 110-volt power.
 - b. Minimum Specifications for PODs
 - i. I4-POD-PIP-4
 1. HD 1080p network video recorder: H.264 Compression and 4 TB storage
 2. One (1) wireless cellular router or 2.4 wireless transmitter and receiver
 3. One (1) HD stationary – 1080p HD vandal resistant vandal proof dome, 2 MP cameras
 4. One (1) 1080p HD outdoor PTZ, 2.2 mega pixel, 25x optical zoom
 5. Two (2) 1080p HD outdoor PTZ, 4 mega pixel, 4x optical zoom
 6. One (1) custom powder coated metal enclosure.
 7. One (1) mounting bracket.
 8. Central monitoring web browser and PDA software for viewing cameras and DVR with no per computer licensing fee.
 - ii. i4P-6
 1. One (1) digital video recorder with 2 TB hard drive
 2. One (1) wireless cellular router or 2.4 wireless transmitter and receiver
 3. Three (3) Pan-Tilt-Zoom (“1” 2 MP, 1080p, 12x opt zoom, 10x digital zoom with dss max at 0.002 ux)
 4. One (1) stationary 2 MP 1080p color vandal proof dome

5. One (1) custom powder coated metal enclosure
 6. One (1) mounting bracket
 7. One (1) photocell power adapter
 8. Central monitoring web browser and PDA software for viewing cameras and DVR with no per computer licensing fee.
- iii. 2CAMSAT with PTZ
 1. Three (3) camera satellite POD with two (2) HD stationary 1080p 3MP camera and one (1) HD Pan-Tilt-Zoom 25x HD vandal resistant vandal proof dome, 2 MP camera and 5.9 ghz wireless transmitter that can connect to POD-HD systems
 - iv. 1CAMSAT with PTZ
 1. Two (2) camera satellite POD with one (1) HD stationary 1080p 3MP camera and one (1) HD Pan-Tilt-Zoom 25x 1080p HD vandal resistant vandal proof dome, 2 MP camera and 5.9 ghz wireless transmitter that can connect to POD-HD systems
 - v. Wireless-360
 1. Wireless system with four (4) sector access points for 360-degree coverage
 - vi. Wireless-270
 1. Wireless system with three (3) sector access points for 270-degree coverage
 - vii. Satellite POD-s
 1. POD with one (1) HD stationary 1080 HD vandal resistant vandal proof dome, 3 MP camera and 5.96 ghz wireless transmitter that can connect to POD-HD systems
 - viii. Wireless Relay
 1. Wireless relay with two (2) 5ghz transmitters with one as access point and second as client station.
2. **DELIVERY OF EQUIPMENT:** Delivery shall be at no additional cost to Lower Paxton Township and shall be delivered to the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania, 17109 within forty-five (45) calendar days of Notice of Award of Bid. Equipment shall be subject to inspection approval at time of delivery and Lower Paxton Township reserves the right to decline delivery and the equipment shall be removed at no cost to Lower Paxton Township.
 3. **INSTALLATION/SETUP/TRAINING:** Cost for all items listed below must be included in the cost of cameras:
 - a. Within thirty (30) calendar days after award and execution of the contract a representative of Successful Bidder shall accompany representatives of Lower Paxton Township to five (5) sites within Lower Paxton Township and provide recommendations on the optimal mounting location of equipment.
 - b. Upon completion of the above Lower Paxton Township shall install cameras, limited to mounting and providing power to equipment.
 - i. Written notification shall be provided to a representative of the Successful Bidder upon completion of the installation.

EXHIBIT II

FORM OF PROPOSAL

NOTICE: This Proposal must be completely executed and shall not be removed from these Bidding Documents to which it is attached.

TO THE BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA

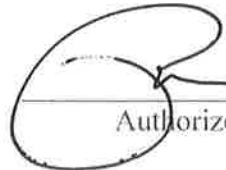
1. This Proposal is submitted in accordance with your advertisement, inviting bids to be received until 4:00 P.M., **July 20, 2023**, for the furnishing of Security Camera Package as specified in Exhibit I.
2. Having carefully examined the Specifications attached hereto, as well as the General Stipulations and Information for Bidders, the undersigned agrees hereby to provide said services to Lower Paxton Township in accordance with said comments and as indicated below at the price set forth in words and figures, as follows:

Item	Description	Quantity Requested	Bid Amount per Unit (Dollars and Cents)	Total Amount (Dollars and Cents)
1	i4-POD-PIP-4 or approved equal	4	\$10,095.00	\$40,380.00
2	2CamSat with PTZ or approved equal	2	\$ 3,600.00	\$ 7,200.00
3	1CamSat with PTZ or approved equal	5	\$ 3,100.00	\$15,500.00
4	Wireless-360 or approved equal	1	\$ 1,550.00	\$ 1,550.00
5	Wireless-270 or approved equal	2	\$ 1,300.00	\$ 2,600.00
6	Satellite POD-s or approved equal	2	\$ 1,550.00	\$ 3,100.00
7	Wireless Relay	1	\$ 645.00	\$ 645.00
8	i4P-6 or approved equal	1	\$ 9,095.00	\$ 9,095.00
TOTAL BID AMOUNT (Dollars and Cents)				\$80,770.00
TOTAL BID AMOUNT (Use Words)		Seventy thousand, Seventy hundred, Seventy Dollar and no cents		

This Total Bid Amount will be used by Owner for Bid comparison purposes. Discrepancies between the indicated sum and correct sum thereof will be resolved in favor of the correct sum.

3. The undersigned hereby designates as his/her office or residence to which notice of bid award may be mailed or otherwise delivered:
4. This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.
5. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.

Date 07/18/2023


Authorized Signature

Security Lines US
Company

818-906-1212
Telephone

EXHIBIT III

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusive Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of California _____ ;

County of Los Angeles _____ ;

I state that I am Marcel Corby of Security Lines US _____

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

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

(2) Neither the price(s) nor the amount of the 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 induce any firm or person to refrain from bidding on this contract, or to 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 of my firm 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) Security Lines US, its affiliates, subsidiaries, officers, directors and
(Name of Firm)


employees are not currently under investigation by any governmental agency and have not in the last four 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 state that Security Lines US understands and
(Name of my Firm)

acknowledges that the above representatives are material and important, and will be relied on by
Lower Paxton Township, PA
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lower Paxton Township, PA of the true facts relating to the
(Name of Public Entity)

submission of bids for this contract.


Marcel Corby, CEO
Name and Company Position
Maricel Corby

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY
OF _____

Notary Public

My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 18th day of July, 20 23, by Maricel Corby

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)

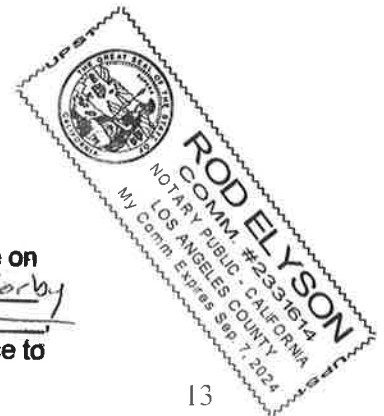


Exhibit IV
LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA

Purchase of Security Camera Package

THIS CONTRACT entered this _____, _____, by and between
Security Lines US (hereinafter called "Vendor") and LOWER PAXTON
TOWNSHIP, Dauphin County, Pennsylvania (hereinafter called "Purchaser").

WHEREAS, the Purchaser issued an Invitation to Bid published in the Hummelstown Sun, made a part hereof by reference thereto, and based further upon a Notice to Bidders, General Stipulations and Information for Bidders, Specifications, Form of Proposal, Non-Collusion Affidavit, Standard Form Contract, and a bid received and accepted by the Lower Paxton Township, a copy of which documents (hereinafter called "Bid Documents") are attached hereto, made a part hereof by reference, and marked Exhibit "A"

WHEREAS the Vendor agrees to supply and deliver Security Camera Equipment Package as detailed in Proposal Form in the amount of \$ _____, in strict accordance with the Invitation to Bid and the Bid Documents; and

WHEREAS the aforementioned bid of \$ _____, being the lowest responsible bid, was received by the Purchaser and accepted by them.

NOW, THEREFORE, the aforementioned Security Camera Equipment Package shall be supplied and delivered by the Vendor in accordance with the attached Bid Documents, with payment to be made by the Purchaser in accordance with this Contract. The parties do further mutually agree as follows:

ARTICLE 1.

The Vendor agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by this Contract.

ARTICLE 2.

The Vendor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Security Camera Equipment Package is not delivered by the Vendor after the time stipulated by the Purchaser as described herein and any extensions granted by the Purchaser, the Purchaser may deduct the sum of Fifty Dollars (\$50.00) per calendar day from monies due the Vendor, not as a penalty, but as liquidated damages. Likewise, if the Vendor shall be declared in default, in accordance with the provisions of this Contract, the Vendor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that the Security Camera Equipment Package has not been delivered after the stipulated delivery date and any extensions granted by the Purchaser. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the Purchaser by the Vendor or his/her Surety. Liquidated damages pursuant to this Article shall be compensation to the Purchaser for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Vendor as the law may provide.

ARTICLE 3.

The Vendor shall receive and accept payment for Contract performance in accordance with the prices stipulated on the Bid Form, and in the manner provided in Article 4.

ARTICLE 4.

The Purchaser shall make payment of ninety percent (90%) of the price stipulated hereto to the Vendor upon the delivery and acceptance of the Security Camera Equipment Package. The Purchaser shall make payment of the final ten percent (10%) of the price stipulated hereto to the Vendor upon completion of the specified setup and training.

ARTICLE 5.

The Purchaser shall interpret the Contract Documents and the Purchaser's decision shall be final. Except as provided in Article 10, the work shall be subject at any time to the inspection of the Purchaser and his/her authorized representatives to ascertain if the work being performed and the results of the work performed by the Vendor are in conformity with the Contract Documents.

ARTICLE 6.

It is agreed that the work in every respect, from the execution of this Contract, during the progress of the work, and until acceptance, shall be under the sole charge of, in the sole care of, and at the sole risk of the Vendor. He shall properly safeguard against any or all damages or injury (including death) to the public and to his/her employees and shall alone be responsible for any damage or injury (including death) from his/her undertaking of the work to any person or persons or thing. The Vendor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his/her employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. The Purchaser shall have no right to hire or fire, nor any power of supervision, or direction over the construction methods nor overuse of equipment or personnel, nor for or over the safety of employees

and other persons, nor for or over the protection of public and private property, nor for Vendor's compliance with local, state, or federal laws and regulations in performance of work under this Contract.

ARTICLE 7.

The Vendor shall indemnify and save harmless and defend the Purchaser and his/her officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of or related to contract, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Vendor, and Vendor shall, if required by the Purchaser, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings before final payment shall be made by the Purchaser. Vendor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdict, suits, actions or proceedings, groundless or not, which may be commenced against Purchaser or his/her officers, agents and employees, and Vendor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Vendor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits. The provisions of this Article, however, shall not impose any duty or obligation on the Vendor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Pennsylvania Act

No. 164 of July 9, 1970.

ARTICLE 8.

The Vendor represents and warrants to the Purchaser that:

- (a) The Vendor is solvent financially and is experienced in and is competent to perform the work provided herein; and
- (b) The Vendor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided herein; and
- (c) The Vendor has carefully examined this Contract, understands the nature of the work to be performed as provided herein, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Purchaser, and has become familiar, by his/her own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 9.

The Vendor shall comply with all applicable federal, state and local laws, rules, regulation, requirements, precautions, orders and decrees.

ARTICLE 10.

Regardless of any other provisions in any portion of this Contract, the Purchaser shall have no duty to inspect and determine whether the Vendor is complying with federal, state, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further the Purchaser shall have no duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 11.

If any one or more the covenants or agreements provided in this Contract should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of any other provisions of this Contract.

ARTICLE 12.

This Contract constitutes the entire agreement between the parties hereto, and its provisions shall not be changed except in writing agreeable to both parties. The parties to this Contract intend to be legally bound thereby. It is further understood and agreed that the supply and delivery of Security Camera Equipment Package **shall be completed by September 4, 2023**, unless a time extension is approved by the Purchaser at the request of the Vendor. This agreement shall be in effect until June 28, 2024, unless a time extension is agreed upon by the Purchaser and the Vendor.

IN TESTIMONY WHEREOF, said parties have hereunto set their hands and seals the day and year above written.

ATTEST:

(Vendor Name) Security Lines US

(SEAL)

By 

Authorized Representative
Marcel Corby, CEO

ATTEST:

LOWER PAXTON TOWNSHIP

(SEAL)

By _____
Bradley Gotshall Manager