



- Susan Reese  
Clerk

## COMMISSIONERS

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### **Request for quotes for Muskingum County WARNING SYSTEM SIREN SERVICE**

1. Contract Term & Renewal:

The County agrees to engage and The Contractor agrees to perform, the service detailed in this Contract for a period of 1 year from July 1st, 2019 thru June 30<sup>th</sup>, 2020.

Cancellation of this Contract shall only be effective by serving the non-cancelling party with written notice of cancellation, thirty (30) days by either party.

In addition, if for whatever reason The Contractor dissolves and/or ceases to exist, The Contractor may terminate this Contract by providing the County with written notice of its dissolution forty-five (45) days prior to the dissolution.

2. Duties and Responsibilities:

The Contractor shall maintain, service, and inspect the Muskingum County Emergency Notification Alerting System (hereinafter referred to as "Warning System"). The Warning System is composed of equipment located at forty-four (44) sites within Muskingum County. The location of these sites is listed in Appendix "A", attached hereto.

The Contractor must have the ability to respond to a siren that is stuck in the alert position within 30 Minutes from the time of call from the EMA or either of the Dispatch Centers.

The Contractor will provide the County with 24 hour Emergency contact information for at least 2 people.

The Contractor must be able to respond to a site that the siren is reported out of service within 12 Hours from time of call from EMA.

740-455-7100 • Fax 740-455-3785  
[commissioners@muskingumcounty.org](mailto:commissioners@muskingumcounty.org)

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The Contractor, pursuant to the terms and conditions of this Contract, shall be responsible for maintaining and servicing the Warning System in a workmanlike manner, so as to ensure that the Warning System will operate in accordance with the guidelines established by the System's manufacturer.

The Contractor is responsible for visually inspecting each Warning Siren System, at each site one (1) or two (2) weeks prior to the first test in March to make sure they are operational and include this report with their quarterly invoice that is for April, May and June.

The Contractor is not responsible for loss, damage, repair or replacement to the Warning System due to lightning, wind, water, natural forces or elements, other acts of God, or loss or damage caused by the power supplied to the Warning System.

The Contractor is not responsible for damage, repair, or replacement of the Warning System's electrical motors currently in service.

The Contractor is not responsible for moving Warning Systems equipment and/or location sites.

The Contractor is not responsible for actions of any third party, negligent or otherwise, including parties hired, employed, or contract by the County.

The Contractor shall cover all other repairs, servicing and/or maintenance to properly maintain the Warning System in proper working order. All electrical wiring, antenna(s), and/or equipment will be installed to meet or exceed the National Electrical Code in force at the time of installation. Each site listed in Appendix "A" has its own warning device, receiver monitor, and power source. Each site and its components will be a stand-alone system. County will be responsible for securing and funding any and all power sources for each site. County will be responsible for maintaining and providing The Contractor with access to all Warning System sites and equipment.

3. Additional Sites:

If the County decides to install additional Warning System sites, these sites will be covered under this Contract for an additional amount by taking the contract price and dividing it by the number of sirens. This amount will be prorated for the portion of the year.

4. Uncovered Repairs:

Any repairs, upgrades, new installations, or other services not covered by this contract shall be addressed to the County via written quotes to be approved by the County, in writing, prior to commencing any work outside the terms and conditions of this Contract.

5. Compensation:

The Contractor will invoice the Muskingum County Emergency Management Agency at 2215 Adamsville Rd. Zanesville, Ohio 43701 on a quarterly basis. It will be processed as quickly as possible for payment.

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6. County Insurance:

The County is responsible for maintaining all necessary and required forms of insurance, i.e., theft, damage, etc., to ensure that the Warning System is covered for any loss and/or damage.

7. Governing Law:

This Contract shall be construed and interpreted in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. Any legal action by either party shall be brought in the Muskingum County Ohio Court of Common Pleas.

8. Severability:

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable by court of competent jurisdiction, then remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

It is the specific intent and desire of the parties that any provision herein is not enforceable, the court strike the enforceable provision and reform the Contract in such a manner as to make the provision enforceable, or, if that option is not available under prevailing law, enforce the balance of this Contract as written.

9. Waiver:

Waiver by either party of any term or condition of this Contract or any breach of this Contract shall not constitute a waiver of any other term or condition or breach of this Contract.

10. Counterparts:

This Contract may be executed in one or more counterparts, each of which shall be considered an original and all of which taken together shall be considered one and the same instrument.

11. Modifications:

This Contract may only be modified or amended in writing, signed by both parties, and with the formalities employed to execute this original Contract

12. The Contractors Insurance:

The Contractor will maintain adequate liability insurance and worker's compensation coverage of employees.

13. Entire Contract:

This Contract constitutes the entire agreement and understanding of the parties. All previous understandings and agreements between the parties respecting the subject matter of this Contract are merged into this Contract. No representations or warranties have been made by any party to the other except as herein expressly set forth. This Contract shall be binding upon and insure to the benefit of the parties, their successors, heirs, executors, assigns, and administrators.

14. Full Understanding:

The parties agree that they have had an opportunity to consult legal counsel regarding this Contract. Further, the parties acknowledge that they have read and fully understand each and every term, condition, and responsibility required by this Contract.

Name of Company Quoting \_\_\_\_\_

Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

**Quotes for this contract may be hand delivered or be delivered by US Mail, Fed Ex, or UPS. Proposals will be accepted by the Muskingum County Commissioners Office at 401 Main Street Zanesville, Ohio 43701 until 12 Noon on May 15<sup>th</sup> 2019.**

**Quotes will be reviewed after the May 15<sup>th</sup> deadline by the Muskingum County EMA Director to determine the Lowest and Best Quote.**

**Questions about this contract should be directed to Jeff Jadwin Muskingum County Emergency Management Agency Director at 740-453-1655 during business hours of 8:00 am till 4:00 pm Monday through Friday.**

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