



**COUNTY OF ALLEGHENY
DIVISION OF PURCHASING AND SUPPLIES
436 GRANT STREET
ROOM 206 COURTHOUSE
PITTSBURGH PA 15219**

Inquiry No. RFQ-2968FA

This Letter Agreement is made and entered into this 23rd day of June, 2010. In accordance with the specifications, terms, and conditions of Inquiry Number RFQ-2968FA, you

Daniel P. Smith
James L. Smith Insurance
304 Cochran Road
Pittsburgh, PA 15228
Phone: 412-531-3111 Fax: 412-531-8819
Daniel.Smith@jlsins.net

Agree to furnish, supply, or deliver to the County of Allegheny, the following goods and/or services:

EMS Insurance

ERRORS AND OMISSIONS INSURANCE COVERAGE FOR THE PERIOD FROM JULY 1, 2010 THROUGH JUNE 30, 2011, JUNE 30, 2012 OR JUNE 30, 2013.

TO COVER THE CITY OF PITTSBURGH, PENNSYLVANIA AND THE EMPLOYED PARAMEDICS PITTSBURGH, PENNSYLVANIA.

COVERAGE : TWENTY-FOUR (24) HOURS A DAY, SEVEN (7) DAYS A WEEK FOR THE ONE HUNDRED AND SEVENTY-EIGHT (178) PARAMEDICS. EMPLOYED BY THE CITY OF PITTSBURGH, TERRORISM ACTS COVERAGE TO BE INCLUDED.

THE PRESENT POLICY IS AN "OCCURRENCE" POLICY WITH NO DEDUCTIBLE. THE PRESENT CARRIER IS WESTERN WORLD INSURANCE COMPANY.

ONE MILLION DOLLAR (\$1,000,000.00) ENDORSEMENT (FOR EACH YEAR OF THE CONTRACT) FOR THE PERIOD OF JULY 1, 2010 THROUGH JUNE 30, 2011 WITH THE OPTION OF A SECOND AND/OR THIRD YEAR(S).

LUMP SUM BID:

FIRST YEAR
\$ 25,098

SECOND YEAR:
\$ Not Quoting (OPTIONAL)

TERRORISM ACTS COVERAGE:
\$ 1,187 included in above premium

THIRD YEAR:
\$ Not Quoting (OPTIONAL)

PRICE FOR EACH ADDITIONAL PARAMEDIC: \$ N/A

- NOTE: 1). ALL SECOND AND THIRD YEAR BIDS **MUST** INCLUDE PRICE FOR ADDITIONAL PARAMEDICS THAT THE CITY OF PITTSBURGH MIGHT EMPLOY ABOVE THE 180 CURRENTLY STATED.
- 2). TERRORISM ACTS COVERAGE IS TO BE LISTED SEPARATELY FROM THE FIRST YEAR BID BUT MUST BE INCLUDED IN ANY SECOND AND THIRD YEAR BIDS SUBMITTED.
- 3). THE CITY OF PITTSBURGH DIRECTOR OF THE DEPARTMENT OF FINANCE RESERVES THE RIGHT TO AWARD THIS CONTRACT ON A ONE, TWO, OR THREE-YEAR BASIS AS DEEMED IN THE BEST INTEREST OF THE CITY.

STATE NAME OF INSURANCE CARRIER: Western World Insurance Company

TERM: ONE, TWO OR THREE YEAR (S), HOWEVER, THE CITY OF PITTSBURGH RESERVES THE RIGHT TO CANCEL THIS CONTRACT AT THE END OF ANY QUARTER (I.E., SEPTEMBER 30, DECEMBER 31, AND MARCH 31) DUE TO ADDITIONAL INSURANCE REQUIREMENTS AS DEEMED NECESSARY BY THE DIRECTOR OF THE DEPARTMENT OF FINANCE, WITH THIRTY (30) DAYS WRITTEN NOTICE.

REFUND OF ANY UNUSED PORTION OF THE ANNUAL PREMIUM WILL BE PRO-RATED. NO PENALTY OR CANCELLATION FEE SHALL BE ASSESSED TO THE CITY FOR CANCELLATION OF THIS CONTRACT.

EMS VEHICLE INVENTORY AND APPLICATION FORM ARE ATTACHED.

INSURANCE REQUIREMENTS AS DESCRIBED IN SECTION NINETEEN (19) IN THE ENCLOSED "ARTICLES OF AGREEMENT" SECTION OF THIS PROPOSAL SHALL BE WAIVED FOR THIS CONTRACT ONLY.

Items will be ordered on a one-time purchase by the County.

ANTI-SWEATSHOP PROVISIONS

By executing the proposal document, the Supplier certifies that nothing has come to its attention that would lead it to believe that any of the goods or products provided herein were made under sweatshop conditions, as defined by Part 9, § 5-903.02 as amended, of Article 903 of the County's Administrative Code (Ordinance Number 08-07-OR) If the County is presented with information that would lead the County to reasonably believe that the Supplier or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the County that were made under sweatshop condition, upon request of the County, the Supplier shall disclose information, data and materials reflecting Supplier's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-Sweatshop provisions of the County's Administrative Code.

Period of Contract: July 1, 2010 through June 30, 2011 with the option to renew for two (2) additional one (1) year periods.

DELIVERY F.O.B. Point of Delivery**OPTION TO EXTEND**

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Contract or any part of the Contract for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Contract. This will be utilized to prevent a lapse in Contract coverage for the goods or services indicated on the Contract, and only for the time necessary to enter into a new Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract; all other terms and conditions of the extended Contract will remain in full force and effect.

The County and City retain the right to terminate this contract upon thirty (30) days written notice.

YOU ARE ADVISED NOT TO MAKE ANY DELIVERIES OF GOODS OR OTHERWISE BEGIN PERFORMANCE UNTIL EXPRESSLY DIRECTED. Your performance, when it begins, shall conform to the terms of your quote and the County's Inquiry.

Bidder does not agree to make available to the Councils of Government, Municipalities, Authorities and School Districts within Allegheny County, all items contained in this inquiry at the price quoted for the entire Contract Period.

Bidder does not agree to make available to all political sub-division and authorities of the Commonwealth of Pennsylvania all items contained in this inquiry at the price quoted for the entire Contract Period.

The County reserves the right to reject any and all quotes, also the right to waive any minor discrepancies in the quotes when deemed to be in the best interest of the County.

The County reserves the right to acquire more, less or none at all of the quantities stated throughout the life of the contract.

The County retains the right to terminate this contract upon thirty (30) days written notice.

This Letter Agreement is duly signed on the day and year first written above, by the party below, who intends to be legally bound hereby.

Frank Alessio, Deputy Chief Purchasing Officer