



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

Inquiry No. RFQ-2974DF
Revised 6/23/2011

This Letter Agreement is made and entered into this 19th day of July, 2010. In accordance with the specifications, terms, and conditions of Inquiry Number RFQ-2974DF, you

Andrew Merschel
Spa-Defense
3409 NW 9th Ave., Suite 1104
Fort Lauderdale, FL 33309
Phone: 954-568-7690 Fax: 954-630-4159
A.Merschel@Spa-Defense.com

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

L3 Night Vision Scope

ITEM #	ESTIMATED QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4	AN/PVS-24 NIGHT VISION DEVICE with QUICK DISCONNECT DEVICE Clip on mounting method, in line with standard daylight optical sight, includes single-throw lever mounting system, tan, L3 COMMUNICATIONS MODEL # M2124.	\$ <u>6,400.00</u>	\$ <u>25,600.00</u>

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 where 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 20, 2010 through June 30, 2011 with the option to renew for two (2) additional, one (1) year periods, ending June 30, 2012 and June 30, 2013, at the mutual agreement of the County, the City, and the awarded vendor(s). **This inquiry has been extended until June 30, 2012.**

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 agrees 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.

(Please be advised as this is a co-operative Inquiry, this optional contract availability is not applicable to the City of Pittsburgh as your act of submitting a quote enables both entities to use the resultant contract.)

Bidder agrees 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. (Please be advised as this is a co-operative Inquiry, this optional contract availability is not applicable to the City of Pittsburgh as your act of submitting a quote enables both entities to use the resultant 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.

David Forman, Purchasing Agent