## GENERAL INSTRUCTIONS

1. General: Separate and sealed bids for the delivery and maintenance of Telephone Voice & Data Equipment and Related Services at the Westmoreland County 9-1-1 Center will be received at the Office of the County Controller, 2 N. Main Street, Suite 111, Greensburg, Pennsylvania 15601 until 2:00 PM on Tuesday, May 21, 2013.

   LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

   Bids will be opened and read aloud on Tuesday, May 21, 2013 at approximately 2:15 PM.

2. Submission of Bids: An original and two (2) copies of the complete BID must be submitted in a sealed envelope, and addressed to the Westmoreland County Controller and clearly marked on the outside of the envelope with the Bidder's name and address and the designation.

   **BID – "911 CPE Telephone Voice & Data Equipment and Related Services – Maintenance for Public Safety"**

   No responsibility will be attached to any County representative for premature opening of a bid not properly addressed and identified.

3. Bid Security: Each bid must be accompanied by a certified, good faith check drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania, cashier's check, or by a bid bond with corporate surety, in the amount of ten percent (10%) of the amount bid. Bid bonds must be signed by an authorized representative of both the bidder and the surety company, and accompanied by a power of attorney authorizing execution of the bond on behalf of the surety company, or the bid will be rejected.

4. Taxes 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 of 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 any 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.

5. IRS W-9 Form: The successful 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 and submit the completed (W-9) Form along with the executed contract.

6. 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 and all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be written 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.

7. Approved Equal: Whenever a product is defined in this invitation by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal", if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitution is requested. When a "no substitute" is requested, the County will consider bids for the referenced item only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the County, is of such character, quality and performance equivalence as to meet the standard of quality of items specified for which it is to be used equally as well as that specified. The bidder quoting on a commodity other than as specified shall furnish complete identification on the bid proposal of the product he is offering by trade name, brand and/or model number. The bidder shall also furnish descriptive literature and data with respect to the alternative commodity he proposes to furnish. Bidders offering an alternate shall also indicate any known specification deviations from the referenced item.

8. Unit Prices: In the event Unit Prices are required, the County reserves the right, should there be any discrepancy, inconsistence 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.

9. 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 of Bid cannot be made within thirty (30) days from date of Bid Opening, bidders will be afforded 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 a copy of which is attached hereto as Attachment "B".

10. Provisions Required by Law Deemed Inserted: Each and every Provision of law and clause required by law to be inserted in this Contract will be deemed to be inserted herein and the Contract will be read and enforced as though it were included herein, and if though mistake or otherwise and 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.

11. More Than One Bid: If more than one bid is offered by any one BIDDER, in his own name or in the name of his agent, partner, or other person, all bids submitted by such BIDDER shall be rejected.

12. Insurance: During the term of this contract, the Contractor shall maintain in effect insurance policies covering the following:

    1) General Liability - $1,000,000 per person, $3,000,000 per occurrence of Personal injury; $1,000,000 per person, $3,000,000 per occurrence of property damage.

    2) Automobile - $1,000,000.

    3) Workmen's Compensation – In amounts required by law.

    Proof of Insurance must be provided within fifteen (15) days of Notice of Award of Bid.

13. Non-Discrimination Clause: The successful bidder will be required to comply with the terms of the attached Non-Discrimination Clause herein marked Attachment "C".

14. Contractor Integrity Clause: The Successful Bidder will be required to comply with the terms of the attached Contractor Integrity Clause herein marked Attachment "D".

15. Subcontractor: 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.

16. Addenda to Contract: During the bidding period the County may issue 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 be included in the work and/or materials covered by the bid proposal, and such Addenda shall become part to the specification and contract. Bidders who secure Bid Specifications via the internet are cautioned to verify if Addenda have been issued by the County prior to submission of bid. The County assumes no responsibility to notify any prospective bidder of Addenda to Bid Specifications that are secured via the internet.

17. Additional Work: No additional work shall be done unless agreed to in writing by the County.

18. Term of Agreement: The term of this Agreement shall begin on June1, 2013 through November 30, 2013 with the option to mutually extend on a month to month basis for six additional one month periods at the same price.

19. Payment: The County will make payment to the successful bidder on a monthly basis. Monthly payments will be made following the submission of monthly invoices which shall be calculated by dividing the total bid price by 6 months.

All invoices are to be submitted to: Sandy Smythe, Administrative Officer
Westmoreland County Department of Public Safety
911 Public Safety Road
Greensburg, PA 15601

20. Contact Person: Any questions regarding this bid should be directed to Brian Jones, Deputy Director, Phone Number (724) 600-7302.

21. 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.

22 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 defect(s) that in the County's opinion, is of a non-material nature, the Bidder agrees that by the submission of a Bid, Bidder will correct any defect(s) upon request of the County.

**OFFICIAL BID FORM**

The undersigned bidder agrees, if awarded a contract by the County of Westmoreland, to provide 911 CPE Telephone Voice and Data Equipment and Related Services - Maintenance for Public Safety in accordance with the foregoing Bid Specifications for the price specified below.

TOTAL BID PRICE $_____

_____
NAME OF BIDDER (Type or print)

_____
ADDRESS
_____

_____
AUTHORIZED SIGNATURE

AFFIX CORPORATE
SEAL HERE
(if bidder is
a corporation)

_____
PRINT NAME AND TITLE OF SIGNER

_____
AREA CODE & TELEPHONE

_____
FAX NUMBER

Bidder is a (check one):

_____ Corporation incorporated in the State of _____

_____ General Partnership

_____ Limited Partnership

_____ Limited Liability Company

_____ Sole Proprietorship

Westmoreland County Department of Public Safety
Voice / Data Equipment and Related Services - Maintenance Specifications / 24x7 _ 365 days

The following terms and conditions apply to voice equipment maintenance services. Vendor will provide the voice maintenance service identified in the applicable attachment, equipment description and or service description(s) attached. Please note that "VDM Service" refers to Voice/Data Maintenance Service.

**1. Term and Termination**

a. VDM Service shall begin June 1, 2013. VDM Service shall remain in effect for six months ending November 30, 2013, unless the county would choose to exercise an option to continue services on a month to month basis, not exceeding a period of six additional months ending June 30, 2014. The county will make notification in writing, should it choose to exercise the option for additional month's service, at the end of the initial maintenance period. The additional term shall be mutually agreed upon by the vendor and Westmoreland County Department of Public Safety.
b. Customer may terminate the VDM Service upon not less than sixty (60) days prior written notice. If customer has prepaid the VDM Service and terminates such prior to the end of the term, the customer will be reimbursed for the unused portion of the VDM Service, less any discount received, if applicable. Invoices to be billed monthly for maintenance period.
c. VDM Service includes maintenance for additions to the system, which are purchased from and installed by the vendor during the term of the agreement. If the customer purchases VDM Service and, during the term of the agreement, purchases from the vendor an addition(s) to the system and the vendor installs such addition(s), the vendor warranty, if any, for such addition(s) shall run until the first VDM Service renewal date, so that the warranty period for the addition(s) will be continuous with the VDM Service.
d. The vendor may terminate the VDM Services upon sixty (60) days written notice prior to the end of the then term.

**2. Maintenance Plan**

a. Once on-site maintenance has begun, it will continue uninterrupted during the hours for the VDM Service set forth in the applicable Service Description. Upon customer's written request, vendor will continue the maintenance activity beyond the plan hours; provided however, labor provided outside of the Plan Hours will be billed at vendor's then current time and material labor rates.

**3. Major/Minor System Failure**

Vendor will respond to MAJOR system failures within the time specified in the applicable Service Description. A MAJOR system failed shall include one or more of the following:

a. Total inability to originate voice communications.
b. Total inability to receive and process incoming voice communications.

c. In a multi-point network in which each point has a defined street address, the total inability to originate, receive and process incoming and outgoing voice communications.
d. Attendant console and/or night answer position failure.
e. Twenty percent (20%) or more of the trunk-side ports out of service.
f. Twenty percent (20%) or more of the line-side stations and/or ports out of service.
g. Failure of the PBX system interface connecting to CPE.
h. Any other failure mutually agreed to in writing by Customer and Vendor.

A MINOR system failure is defined as any system failure or malfunction, other than that defined as a MAJOR system failure. Vendor will respond to MINOR system failures within the time specified in the applicable Service Description.

**4. Equipment Support**

a. In the event the manufacturer of the equipment covered by the attachment (Attachment 1 and 2) discontinues a piece of equipment, and/or the associated support of such equipment, vendor will only be obligated to provide the VDM Services hereunder on the affected equipment for the period of time that the manufactured continues to support such equipment. At the end of such period vendor will cease to support such equipment in accordance with the Service Description, but will use commercially reasonable efforts to provide VDM Service on the affected piece of equipment until customer upgrades or replaces such equipment.
b. If vendor did not install the equipment covered by the VDM Service under the attachment(s), customer warrants that such equipment is in good working order and meets all applicable manufacturer specifications. If any such item of equipment is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, vendor will be under no obligation to provide VDM Service under the attachment(s), provided however, that customer may, upon written notice, request vendor to upgrade and/or repair such equipment at vendors the current time and material rate.

**5. Exclusions**

Vendor shall include a list of all services not provided for under the maintenance agreement.

6. **Accuracy of Equipment Maintenance Inventory**

The equipment list in Appendix #1 is representative of the 9-1-1 CPE and data transmission equipment requiring maintenance and support by the county. In order to ensure that all items are accounted for in the inventory and ensuring for the operational integrity of the 9-1-1 CPE system, prospective vendors are strongly encouraged to contact the county POC listed in number 20 of the general bid instructions to perform a walk through. During the walk through the county will answer questions and make accessible the 9-1-1 CPE equipment for review. The successful bidder will be required to maintain all CPE and data equipment even in the event that a required hardware or software item is omitted in error.

Westmoreland County Department
of Public Safety / 9-1-1

Voice and Data Equipment Maintenance

Equipment List

# Apendix #1

| ITEM | Quantity |
|---|---|
| ECS—1000 SENTINEL STATS | 29 |
| PSAP ANIIALI CONTROLLER | 1 |
| SENTINEL IRR SOFTWARE & SUPPORT | 29 |
| SENTINEL WORKSTATION SOFTWARE & SUPPORT | 29 |
| 71-SCP01-AC Sentinel COMMAND POST 5.0 | 1 |
| 76-23357-Computer / Win/XP | 33 |
| 71-23711-AA HP 8 PORT SWITCH | 1 |
| 76-23091-AA pcAnywhere 1 Host/Remote | 1 |
| 70-30528-AB DCM Gen 3 Module 5.X | 1 |
| 71-23204-AAV USRB Internal Fax/Modem | 1 |
| 71 -EMF20-AA EMF Signaling Trunks - **20 Trunks** | 1 |
| 7 71-50902-AA 7 MF/DTMF Module | 3 |
| 71-30197-AA TDD Module | 3 |
| 7 7 71-995796-AA BIU Module — 3.X | 6 |
| V 71-3964S-AA LT G2 MODULE 4X4 | 2 |
| 70-30649-AA L/T G2 Module (6 x 2) | 5 |
| 70-30528-AA DCM GEN 3 MODULE 3.X | 2 |
| 70-30615-AA DCM G3 Mod/ISDN PRI 4.X | 2 |
| 71-30212-AA Data Interface Mod 3,X | 11 |

| | |
|---|---|
| 70-SR095-AA Selective Routing 95/1300 | 1 |
| 70-AALG1-AA Administrative ACD List | 1 |
| 70-VD480-AA **480 VADONS** | 1 |
| 70-PW128~ 128 Call-Taker AA Passwords | 1 |
| 70-31528-AB SMART Maintenance Sfw | 5 |
| 71-SCP01-AC Sentinel C0mmandPOST 5.0 | 5 |
| 04000-01007 PRL Printer Cable 15FT | 2 |
| AP5017 APC 17IN RACK LCD MONITOR KEYBOARD MOUSE ANCILLARY- VERIZON VOICE 1 | 1 |
| AR 8100 NETSHELTER HARDWARE: PKG OF 32 | 2 |
| ANCILLARY- VERIZON VOICE 2 | 11 |
| AR8122BLK FIXED SHELF 250LBS/114KG BLACK | 4 |
| AR8122BLK FIXED SHELF 250LBS/114KG BLACK | 1 |
| AR8426A Horizonal Cable ORGANIZER 2U | 1 |
| AR8426A Horizonal Cable ORGANIZER 1U | 1 |

| | |
|---|---|
| AP9562 Rack PDU BASIC 1U<br><br>15A 120V 105-15 | 1 |
| ARB113A Cable<br>MANAGEMENT | 1 |
| RINGS QW 5 LARGE<br>AND 5 SMALL RINGS | 5 |
| ARB206ABLK NETSHELTER WX<br>FAN TRAY 120VAC<br>BLACK | 1 |
| 77995 Power Supply -<br>120VAC to 24VDC<br>0.25A Wall Mount | 1 |
| 71-30597-CB HLIM W/CML I/O &<br>MOD 5.X | 25 |
| 04000-01005 KVM DVI 4-PORT<br>SWITCH | 1 |
| NT4N41DC MODULE CPCI<br>CORE/NETWORK CN<br>DC | 2 |
| NT8D3703 INTELLIGENT PE<br>CARDCAGE (AC/DC) | 2 |
| NT4N43DA PACK MULTI-DISK<br>DRIVE CMMDU | 2 |
| NT5D11AE LINE-SIDE T1 24<br>PORT CRD<br>SERVICE- MAINTENANCE<br>PLUS-ATC-O- 299 Ports<br>VOICE SERVICE 299 PLUS 24X7<br>COVERAGE 0-299<br>PORTS | 1 |

| | |
|---|---|
| NT8D02HA CARD 16-PORT XDLC<br>VOICE | 4 |
| NT8D14CB CARD 8 PORT UXT<br>VOICE | 1 |
| NTSK51AA DCH D/B<br>DOWNLOADABLE | 1 |
| 93015101 CABLE CSU 15D<br>M/PIGTAIL 15' | 1 |
| NV- M2250 ATTENDANT<br>NT6GOOAE35 CONSOLE | 1 |
| ADTRAN 600 CSU/DSU Equipment E&M (Fully Populated)<br>9-1-1 Center - 3<br>County Courthouse - 3 | 6 |

Westmoreland County Department of Public Safety
Voice / Data Equipment and Related Services - Maintenance Specifications / 24x7 _ 365 days

**Overview of Service(s):**

VDM Service shall cover the system components identified in the attachment (Attachment 1), 24 hours a day, 7 days a week, 365 days per contract year and begins on the in-service date and remains in effect as defined in the terms and termination documentation.

**Service Deliverables:**

Vendor will provide to the customer the following deliverables:

1. Hours of Coverage – VDM Service / Data and Related Services will be available for MAJOR system failures, 24 hours a day, 7 days a week, including Holidays 365 days a year (see Overview of Service). VDM Service / Data and Related Services will be available for MINOR system failures from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (Office Hours).
2. Moving, adding or changing services, remotely or on-site, will be provided as a part of this maintenance agreement.
3. Alarm monitoring – VDM Service provides system monitoring for that equipment which has monitoring capability.
4. Remedial software maintenance – vendor shall have access to VDM Voice+Service software patches that have been identified by the manufacturer as necessary during trouble resolution, as provided by the manufacturer.
5. System Traffic Studies – two (1) customer system traffic studies shall be provided in any six month period or (2) annually under VDM Voice+Service. The traffic studies will be conducted, as requested in writing by the customer, for a period of 12 hours per day, for 5 days. Any exceptions to the traffic studies by the vendor shall be explained in writing.
6. VDM Voice+Service will cover the system components identified on the applicable attachment(s), for example CPE cabinet(s) and components internal to the CPE cabinet(s), such as APU/CPU, line cards, trunk cards, and CTI / Workstations, station equipment (telephone sets) attached to the CPE, including all hardware, softwares, firmwares and other components necessary for system operations at the 9-1-1 center and mobile command center.
7. Vendor shall provide new or like-new parts to replace or repair the equipment covered under the VDM Voice+Service.
8. Data Backup – vendor shall include documentation for their methods for data backup and/or recovery.

**Response Time:**

1. Response time for MAJOR system failures shall be 2 hours or less on site.
2. Response time for MINOR system failures will be the next business day **unless** the Minor system failure escalates into a MAJOR failure, which at that time the customer; will be responsible for notifying the vendor of the change. *At that point the vendor's response time shall escalate to the 2 hour response timeline.*

3. In all cases, response time will be measured from the time the customer's trouble report is received by the vendor to the time the work is started to correct the problem.
4. Response is acknowledgement of a problem and work toward its resolution, involving one or more of the following; however, ***does not relieve the vendor from the on site response time requirement in number 1***:
    a. Remote diagnostics, telephone consultation with respect to issue resolution, remote work to correct a problem with notification to the customer that on-site work is unnecessary.
    b. Dispatch of technician(s) to the customer premises.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

**Print or type**
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

The undersigned Bidder wishes 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<br>BOARD OF COMMISSIONERS | | BIDDER: |
|---|---|---|
| _____ | | By: _____ |
| Charles W. Anderson | Date | Authorized Signature |
| _____ | | _____ |
| R. Tyler Courtney | Date | Print Name and Title |
| _____ | | _____ |
| Ted Kopas | Date | Date Signed by Bidder |

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 this 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 practices 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 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's 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’s 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.

ATTACHMENT D

**CONTRACTOR INTEGRITY**

A. Definitions:

1) **"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.

2) **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

3) **"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.

4) **"Financial Interest"** means:

a) Ownership of more than 5% interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **"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 benefit on anyone as consideration 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 or 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 or 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 and 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 Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor 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 an 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 hereunder, 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 all 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.