GENERAL INSTRUCTIONS

1. General: Separate and sealed bids for Transporting Human Remains will be received at the Office of the County Controller, 2 North Main Street, Suite 111, Greensburg, Pennsylvania 15601 until 2:00 p.m. on August 27, 2013.

   LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

   Bids will be opened and read aloud on August 27, 2013 at approximately 2:15 p.m.

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 - Transporting Human Remains"

   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 total bid price. 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. Tax 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 or 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 hand-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. 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”.

8. Provisions Required by Law Deemed Inserted: Each and every Provision of law and clause required by law to be inserted in the Contract for this project will be deemed to be inserted therein and the Contract will be read and enforced as though it were included herein, and if through 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.

9. 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.

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

    1) Automobile - $500,000 combined single limit naming Westmoreland County as a co/or additional insured.

    2) Workmen's Compensation - In amounts required by law.

    Proof of Insurance must be provided within 15 days of notice of award.

11. Non-Discrimination Agreement: The Successful Bidder shall execute the attached Non-Discrimination Agreement herein marked as Attachment "C".

12. Contractor Integrity: The Successful Bidder shall execute the attached Contractor Integrity Agreement herein marked Attachment "D".

13. Subcontractors: 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.

14. 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 specifications and contract.

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

16. Term of Agreement: A one (1) year Agreement beginning October 1, 2013 through September 30, 2014 with County's sole option to extend the agreement for second year at the same prices.

17. Payment: The County will make payment to the Successful Bidder on a monthly basis, based upon the number of trips times the per trip cost. Monthly payments will be made following Bidders submission of monthly invoices and approval by Coroner's Office.

    All invoices are to be submitted to the:

    Westmoreland County Coroner's Office
    2 North Main Street, Suite 602
    Greensburg, PA 15601
    ATTN: Paul B. Cycak, Jr.

18. Contact Person: Any questions regarding this bid should be directed to Kenneth A. Bacha or Paul B. Cycak Jr., telephone (724) 830-3636.

19. The Successful Bidder will be deemed an Independent Contractor and not an employee of Westmoreland County. Westmoreland County is not responsible for the payment of Workers' Compensation for the Bidder or any of Bidder's employees or assistants supplying labor for services under this Contract.

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

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.

SPECIFICATIONS

1. The bidder must have two (2) covered ambulance cots and/or mortuary cots for transporting human remains.

2. Westmoreland County will provide body bags and powdered latex gloves. They must be appropriately dressed in dress slacks (no blue jeans) and necktie, pants suit, slacks and blouse or dress depending on gender.

3. The bidder must have one (1) station wagon, van, or truck and access to an additional station wagon, van, or truck, which are mechanically sound and large enough to hold an ambulance cot or mortuary cot. Westmoreland County will pay the Successful Bidder a flat price per trip and <u>will not</u> pay for any additional expenses, including but not limited to, vehicle maintenance and repairs, gasoline, tires, insurance or mileage reimbursement.

4. The bidder must have two (2) people available at all times at no additional cost, to lift human remains on an as needed basis.

5. The bidder must be immediately available 7 days per week, 365/366 days a year, 24 hours a day and must be able to reach any destination in Westmoreland County within one and one half (1 ½) hours after receiving a call from the Westmoreland County Coroner, or the Westmoreland County Chief Deputy or Deputy Coroner.

6. The bidder must be able to transport the human remains from any location in Westmoreland County to any location in Westmoreland County or to the Carlow University Polumbo Science Center 3333 Fifth Avenue, Pittsburgh, PA 15213 or other designated facility. In addition, the successful bidder may be required to return the body from Carlow University Polumbo Science Center or other designated facility to the Westmoreland County Morgue located at Westmoreland Manor, 2480 S. Grande Blvd., Greensburg, PA 15601.

7. The bidder must be able to maintain direct communication with the Coroner's Office by cellular telephone at all times. Cellular telephones must be either installed in all vehicles used by the bidder for transporting human remains or hand held portables on the person of the driver. The cost of installation and usage for the cellular telephones is the bidder's sole expense.

8. It is estimated that the successful bidder will be required to make 55 human remains transports within Westmoreland County, 110 human remains transports to Carlow University Polumbo Science Center or “other designated facility” and 110 human remains transports from Carlow University Polumbo Science Center or “other designated facility” back to any location in Westmoreland County over the term of the contract. However, these figures are annual estimates only and the actual number of trips per day varies. Bidder should be aware that they might have to wait at the scene before they can transport remains for a reasonable time (1 hour). The bidders time will be compensated at $25.00 an hour after that. Also, there may be times when an autopsy cannot be performed immediately after

the body is delivered to Carlow University Polumbo Science Center. Should the bidder decide to return to Westmoreland County and have to return to Carlow University Polumbo Science Center to pick up the body, the bidder will not be reimbursed for an additional trip.

9. Each bidder will be required to complete the Official Bid Form and provide a specific per trip cost for all three categories. This figure will be multiplied by 55 (human remains transported per one year term of contract) for in county transport and times 110 (human remains transported per one year term of contract) for transport to Carlow University Polumbo Science Center or "other designated facility" and times 110 (human remains transported per one year term of contract) for transport from Carlow University Polumbo Science Center or "other designated facility" back to any location in Westmoreland County. The combined amount of these figures will be the total bid price upon which the award will be made and that should be used for bid bond calculation. The county will pay the successful bidder only for the actual number of human remains transported made over the term of the contract.

OFFICIAL BID FORM

The undersigned bidder agrees, if awarded a contract by the County of Westmoreland, from October 1, 2013 to September 30, 2014, to provide Transportation of Human Remains for the Westmoreland County Coroner's Office as specified in accordance with the foregoing Bid Specifications for the price specified below.

TOTAL BID PRICE

A. Transporting one human remains from a location in Westmoreland County to any location within Westmoreland County.

$_____/human remains transported x 55 = $_____

B. Transporting one human remains from a location in Westmoreland County to Carlow University Polumbo Science Center or "other designated facility", upon the request of the Westmoreland County Coroner, or the Westmoreland County Chief Deputy or Deputy Coroner.

$_____/human remains transported x 110 = $_____

C. Transporting one human remain from Carlow University Polumbo Science Center or "other designated facility", to the Westmoreland County Morgue upon the request of the Westmoreland County Coroner, or the Westmoreland County Chief Deputy or Deputy Coroner.

$_____/human remains transported x 110 = $_____

TOTAL BID PRICE. . . . . $_____
(Combined totals of A, B & C)

AFFIX CORPORATE
SEAL HERE
(if bidder is
a corporation)

_____
NAME OF BIDDER (type or print)

_____
ADDRESS

_____

_____
AUTHORIZED SIGNATURE

_____
PRINT NAME AND TITLE OF SIGNER

Bidder is a (check one):

_____Corporation incorporated
in the State of_____

_____General Partnership

_____Limited Partnership

_____Sole Proprietorship

_____Limited Liability Company

_____Other (specify)

(_____)_____
AREA CODE & TELEPHONE

(_____)_____
FAX NUMBER

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 BOARD OF COMMISSIONERS		BIDDER:
_____		By: _____
Tom Balya, Chairman	Date	Authorized Signature
_____		_____
Ted Kopas	Date	Print Name and Title
_____		_____
Charles W. Anderson	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.

Source: 16 Pa.Code§49.101

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.