

GENERAL INSTRUCTIONS

1. General: Separate and sealed bids for **PETROLEUM PRODUCTS** for Westmoreland County will be received at the Office of the County Controller, Courthouse Square, Suite 111, 2 North Main Street, Greensburg, Pennsylvania 15601 until 2:00 p.m. on Wednesday, February 19, 2014

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

Bids will be opened and read aloud on February 19, 2014, 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 – PETROLEUM PRODUCTS”

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 grand total 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. Performance Bond: The successful bidder will be required to furnish a bond guaranteeing performance of the contract with sufficient surety in the amount of fifty percent (50%) of the amount of the contract within fifteen (15) days of the date of written notice of award of the contract.

NOTE: FAILURE TO FURNISH SUCH BOND WITHIN THIS TIME PERIOD SHALL, AT THE OPTION OF THE COUNTY, CONSTITUTE GROUNDS TO REVOKE THE BID AWARD AND DECLARE THE BID SECURITY FORFEITED.

5. Insurance: During the term of this contract, the Contractor shall maintain in effect insurance policies covering the following:
 - 1) General Liability - \$500,000 per occurrence of personal injury; \$500,000 per occurrence of property damage.
 - 2) Automobile - \$500,000
 - 3) Workmen's Compensation – In amounts required by law
 - 4) Proof of Insurance must be provided along with Performance Bond.

6. 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 the 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 Contractor from 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 this 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.

Westmoreland County is exempt from Pennsylvania Sales/Excise and Surcharge Tax on Petroleum Products.

Westmoreland County is not exempt from the Federal Super Fund Taxing. This tax must be included when computing unit pricing in the Price Schedule to determine low bid.

Westmoreland County is not exempt from the State Underground Storage Tank Indemnification Fund Tax on gasoline. This tax must not be included when computing unit pricing in the Price Schedule but billed as a separate item on delivery.

The successor bidder will be required to complete an Internal Revenue Service Form (W-9), 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 attached hereto as Attachment "A".

7. 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 for 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.

8. 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 products 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 request, 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 on the bid exception sheet.

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 awarded 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 of 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 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 here, and if through mistake or otherwise any 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. Non-Discrimination Clause: The Successful Bidder shall comply with the attached Non-Discrimination Clause herein marked as Attachment "C".
13. Contractor Integrity: The Successful Bidder shall comply with the attached Contractor Integrity Agreement herein marked Attachment "D".
14. Addenda to Specifications: During the bidding period the County may issue written Addenda 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. 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.
15. Payment: The County will make payment to the successful Bidder within thirty (30) days upon receipt an invoice and receipt of and acceptance of the PETROLEUM PRODUCTS. The invoice is to be submitted to: Westmoreland County Department of Public Works, 194 Donohoe Rd., Greensburg, PA 15601 Attn: Josh Miller.
16. Delivery: The bidder shall be able to deliver within twenty-four hours after receipt of order to any of the below locations.
Stamped Meter Ticket: A stamped meter ticket must accompany all deliveries and invoices.

Delivery locations, tank sizes and estimated annual usage are as follows:

a. Public Safety Headquarters: Public Safety Rd. – Hempfield Township

(1) 2,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) ± 2,000 Gal.
(Emergency Back-up System)

b. Hannastown Courthouse: 809 Forbes Trail Rd. – Hempfield Township

(3) 1,000 Gal. Tanks – Furnace Fuel (Underground) ± 2,250 Gal.
(2) 275 Gal. Tank – Furnace Fuel (In Basement) ± 275 Gal.

c. Twin Lakes Park: 170 McWilliams Rd. – Hempfield Township

(Above Ground)

(1) 1,000 Gal. Tank – Regular Unleaded Gasoline ± 1,200 Gal.
(2) 1,000 Gal. Tank – Furnace Fuel (Underground) ± 3,600 Gal.
(1) 550 Gal. Tank – Furnace Fuel (Underground) ± 550 Gal.
(1) 1,000 Gal. Tank – Diesel Fuel (Low Sulfur/Veh.Use) ± 2,000 Gal.

d. Mammoth Park: State Route 982 – Mt. Pleasant Township

(Above Ground)

(1) 1,000 Gal. Tank – Regular Unleaded Gasoline ± 2,100 Gal.
(1) 500 Gal. Tank – Furnace Fuel (Above Ground) ± 1,900 Gal.
(1) 1,000 Gal. Tank – Diesel Fuel (Low Sulfur/Veh.Use) ± 2,300 Gal.
110 Gal. – Kerosene (55 gal. Drum) ± 110 Gal.

e. Cedar Creek Park: 453 Evergreen Dr. – Rostraver Township

(Above Ground)

(1) 1,000 Gal. Tank – Regular Unleaded Gasoline ± 2,800 Gal.
(Above Ground)
(1) 1,000 Gal. Tank – Diesel Fuel (Low Sulfur/Veh.Use) ± 2,100 Gal.

f. Northmoreland Park: 280 Markle Rd. – Allegheny Township

(Above Ground)

(1) 1,000 Gal. Tank – Regular Unleaded Gasoline ± 1,800 Gal.
(Above Ground)
(1) 1,000 Gal. Tank – Diesel Fuel (Low Sulfur/Veh.Use) ± 3,700 Gal.
110 Gal. – Kerosene (55 gal. Drum) ± 110 Gal.

g. Westmoreland County Courthouse Square: City of Greensburg

- (1) 6,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) \pm 1,500 Gal.
(Courthouse Extension Building Emergency Back-Up System)
- (1) 5,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) \pm 1,500 Gal.
(Courthouse and Annex Emergency Back-Up System)

h. Westmoreland County Prison: South Grande Blvd. – Hempfield Township

- (1) 15,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) \pm 1,000 Gal.
- (1) 6,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) \pm 1,000 Gal.

i. Westmoreland Manor: State Route 119 South – Hempfield Township

- (2) 20,000 Gal. Tank – Diesel Fuel (Non-Vehicle Use) \pm 5,000 Gal.
(Emergency Back-Up System)

j. Juvenile Services Center: State Route 119 South – Hempfield Township

- (1) 2,000 Gal. Tank – Diesel Fuel (Non Vehicle Use) \pm 400 Gal
(Emergency Back-Up System)

17. Bid Exceptions: The bidder shall list on a separate sheet of paper, when needed, any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “Exception (s) to Bid Conditions and Specifications”, and shall be attached to the bid.

18. Term of Agreement:

- a. The purchasing period shall begin March 1, 2014 through February 28, 2015.
- b. If the County desires to have the contract extended for an additional two (2) one year periods, the Commissioners and the successful bidder shall mutually agree by letter for continued performance on an annual basis.

19. Federal Energy Regulations: The successful bidder agrees to comply with all Federal Energy Regulations and rulings. Bidder further agrees they have available those allocations necessary to fulfill this contract.

20. Actual Price Based Upon Price Changes: The actual delivered price per gallon which the County will pay for the petroleum based products shall be based on the “Oil Price Information Service” unbranded

average figure for Pittsburgh dated February 1, 2014, for prices confirmed through February 1, 2014 plus or minus a firm differential establishing the net bid price.

All bidders are to supply a copy of the Oil Price Information Service dated February 1, 2014, for prices confirmed for February 1, 2014, with the bid. The successful bidder shall provide a copy of the daily OPIS prices to coincide with the delivery dates throughout the year to establish the cost and delivery of the materials supplied.

The successful bidder shall provide written notice of fuel price changes by delivering or mailing the same to the Director of Public Works, 194 Donohoe Road, Greensburg, Pennsylvania 15601.

The successful bidder, to whom the contract is awarded, may use either the Platts Oilgram low figure for Pittsburgh or the Oil Price Information Service unbranded average figure for Pittsburgh to compute pricing for the delivery of petroleum products to Westmoreland County. The successful bidder at the time of award of contract, must identify what “notice of fuel price changes” he or she shall use throughout the life of the contract.

21. Estimated Quantities: The quantities listed on the Official Bid Form are estimates only. The actual quantities ordered may be more or less.
22. Contact Person: Any questions regarding this bid should be directed to **Josh Miller (724) 830-3958, fax (724) 830-3969.**
23. 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.
24. For all Public Works Projects in excess of \$25,000.00, the successful bidder shall be required to strictly follow and comply with all provisions of the Public Works Employment Verification Act **43 PS § 167.1** and PA Code Regulations at **66.1 – 66.9.**
25. 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.
26. Unit Prices: In the event Unit Prices are required, the County reserves the right, should there be any discrepancy, inconsistency 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. The County reserves the right to award contracts for individual items, groups or combined award as may be in the County’s best interest.

PRODUCT SPECIFICATIONS

- a. Unleaded grade gasoline shall have a minimum typical research rating of 87 R+M/2.
- b. Diesel fuel for vehicle use shall be #2 Diesel Fuel (Low Sulfur) (Vehicle Use) where designated.
- c. Diesel fuel shall be #2 Diesel Fuel (Non-Vehicle Use) where designated.
- d. Furnace fuel shall be #2 Heating Fuel.
- e. Kerosene shall be #1 Kerosene.

**OFFICIAL BID FORM
SUBMIT IN DUPLICATE**

The undersigned bidder agrees, if awarded a contract by the County of Westmoreland, to provide Petroleum Products for Westmoreland County in accordance with the foregoing Bid Specifications for the price specified below.

Schedule of Prices – Petroleum Products

Bidder's Name _____

1. To be delivered to Various County Locations

Approx. Quantity	Unit	Description	Unit Price	Total	Unit Price Delivered	Total Price Delivered	Total
8,200	Gallon	Regular Unleaded Gasoline 87 Octane					

Price to based on Oil Price Information Service (OPIS) unbranded average figure for Pittsburgh, PA dated February 1, 2014. Effective price on Feb. 1, 2014 which was \$_____ per gallon plus/minus firm differential of \$_____ which makes the net bid price \$_____ per gallon.

2. To be delivered to Various County Locations

Approx. Quantity	Unit	Description	Unit Price	Total	Unit Price Delivered	Total Price Delivered	Total
14,000	Gallon	Diesel Fuel #2 (Low Sulfur/Vehicle Use)					

Price to based on Oil Price Information Service (OPIS) unbranded average figure for Pittsburgh, PA dated February 1, 2014. Effective price on Feb. 1, 2014 which was \$_____ per gallon plus/minus firm differential of \$_____ which makes the net bid price \$_____ per gallon.

3. To be delivered to Various County Locations.

Approx. Quantity	Unit	Description	Unit Price	Total	Unit Price Delivered	Total Price Delivered	Total
18,300	Gallon	Diesel Fuel #2 (Non-Vehicle Use)					

Price to based on Oil Price Information Service (OPIS) unbranded average figure for Pittsburgh, PA dated February 1, 2014. Effective price on Feb. 1, 2014 which was \$_____ per gallon plus/minus firm differential of \$_____ which makes the net bid price \$_____ per gallon.

Schedule of Prices – Petroleum Products

Bidder's Name _____

4. To be delivered to Various County Locations

Approx. Quantity	Unit	Description	Unit Price	Total	Unit Price Delivered	Total Price Delivered	Total
7,750	Gallon	Furnace Fuel #2 Fuel Oil					

Price to based on Oil Price Information Service (OPIS) unbranded average figure for Pittsburgh, PA dated February 1, 2014. Effective price on Feb. 1, 2014 which was \$_____ per gallon plus/minus firm differential of \$_____ which makes the net bid price \$_____ per gallon.

5. To be delivered to Various County Locations

Approx. Quantity	Unit	Description	Unit Price	Total	Unit Price Delivered	Total Price Delivered	Total
220	Gallon	Kerosene					

Price to based on Oil Price Information Service (OPIS) unbranded average figure for Pittsburgh, PA dated February 1, 2014. Effective price on Feb. 1, 2014 which was \$_____ per gallon plus/minus firm differential of \$_____ which makes the net bid price \$_____ per gallon.

GRAND TOTAL \$ _____

All bidders are to supply a copy of Oil Price Information Service dated February 1, 2014, effective price February 1, 2014 with the bid and on respective deliveries throughout the contract year.

All unit pricing must be tallied and indicated as a grand total and shall be ground for rejection if not completed.

Name of Bidder (Type or Print)

Print Name and Title of Signer

Authorized Signature

Address

Area Code & Telephone

FAX NUMBER

AFFIX CORPORATE
SEAL HERE

(if bidder is
a corporation

Bidder is a (check one):

- _____ Corporation incorporated in the State of _____
- _____ General Partnership
- _____ Limited Partnership
- _____ Limited Liability Company
- _____ Sole Proprietorship
- _____ Other (specify) _____

Submit the Bid Response Sheet in Duplicate

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, and 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 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

Charles Anderson, Chairman Date

By: _____

Authorized Signature

R. Tyler Courtney Date

Print Name and Title

Ted Kopas Date

Date Signed by bidder

ATTACHMENT C

Non-discrimination Clause

_____, hereinafter referred to as 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, the following: 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 the nondiscrimination clause.
2. CONTRACTOR shall, in advertisement or requests for employment placed by its or on its behalf, state that 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 worker 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 the CONTRACTOR.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations Commission or this nondiscrimination clause that Compliance Regulations 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 the 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 the 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 the CONTRACTOR'S noncompliance with the nondiscrimination clause of this CONTRACT may, after hearing and adjudication, be terminated or suspended, in whole

or in part, and the CONTRACTOR may be declared temporarily ineligible for further contracts and other such 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 49.35 of this title (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 sub-contractors 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 obligations under this clause are limited to the CONTRACTOR'S facilities within Pennsylvania, or, where the CONTRACTOR is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

ATTACHMENT D
CONTRACTOR INTEGRITY

_____, hereinafter referred to as the
CONTRACTOR, agrees as follows:

1. DEFINITIONS

- a. "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.
 - b. "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 pre-qualification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
 - c. "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.
 - d. "Financial Interest" means:
 - i. ownership of more than 5% interest in any business; or
 - ii. holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. "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.
2. 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.
 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
 4. 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.
 5. 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.

6. 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.
7. Except with the consent of the County and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.
9. 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.
10. 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.
11. 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 law, statute, regulation, or otherwise.