

**Westmoreland County
Greensburg, Pa.**

**Invitation for Bids
For
Fleet Leasing
Services**

Westmoreland County desires to contract for Fleet Leasing Services for use by various county departments.

Westmoreland County is seeking bids for the leasing and potential additional fleet services as defined in the Specifications for an undetermined number of vehicles over a 5 year period.

Westmoreland County intends to award a multiple year contract lease that will allow ordering to occur throughout a one (1) year period with four (4) one (1) year optional renewal period(s). This is a non-guaranteed amount contract. Westmoreland County reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the County. Be advised that lease arrangements contemplated to extend more than one year will be subject to availability of appropriations.

The County plans to sign a master lease for use by all designated departments and develop an ordering process with the successful contractor; The County Fleet Coordinator will work with end users to facilitate the choice of an appropriate vehicle, options and lease term necessary for each vehicle leased.

GENERAL INSTRUCTIONS FOR BIDDERS

1. General: Separate and sealed bids for Westmoreland County Fleet Leasing Services 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 Tuesday October 29, 2019.

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

Bids will be opened and read aloud on Tuesday October 29, 2019 at approximately 2:15 P.M.

2. Submission of Bids: An original and two (2) copies of the Official Bid Form 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 Contractor's name and address and the designation:

"BID: Westmoreland County Fleet Leasing Services"

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

3. 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.
4. 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 contractor's taxpayer identification number and, if applicable, certification regarding backup withholding and submit the completed (W-9) Form along with the executed contract.
5. 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.

6. Approved Equal (Where Applicable): 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 of the product he is offering by trade name brand and/or model number. The bidder shall also furnish descriptive literature and date with respect to the alternative commodity he proposed to furnish. Bidders offering an alternate shall also indicate any known specification deviations from the referenced item.
7. 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 bidder shall be bound to provide the goods and/or services in question at the lower cost.
8. Withdrawal of Bid: 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"
9. 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.

10. 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.
11. Non-Discrimination Clause: The successful bidder will be required to comply with the terms of the attached Non-Discrimination Clause herein marked Attachment "C."
12. Contractor Integrity Clause: The successful bidder will be required to comply with the terms of the attached Contractor Integrity Clause herein marked Attachment "D."
13. Addenda to Specifications: Addenda will ONLY be posted on the Westmoreland County website (<http://www.co.westmoreland.pa.us/Bids>). All Bidders are required to periodically visit the County's website for Addenda updates. It is ALL Bidders' responsibility to verify that they have received and reviewed all addenda posted on the County's website before submitting a bid.
14. Term of Agreement: Term of this Agreement shall begin on January 1, 2020 through December 31, 2020, with the County reserving the right to extend the Agreement up to four (4) one (1) year optional renewal periods. The bidder agrees to hold unit prices for the entire term at the prices submitted on the Official Bid Form.
15. Payment: The County will make payment to the successful bidder within 30 days of invoice delivery and acceptance of vehicles or services.

All invoices are to be submitted to:

Chris Strobel, Fleet Coordinator,
Westmoreland County Department of Public Works,
194 Donohoe Rd.
Greensburg Pa 15601

16. Contact Person: Any questions regarding this bid should be directed to Greg McCloskey at (724) 830-3955.
17. 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.
18. The submission of a bid shall constitute and establish the Contractors 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.
19. 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**.

OFFICIAL BID FORM

The undersigned hereby agrees, if awarded a contract by the Board of Commissioners of Westmoreland County, to provide Fleet Leasing Services in accordance with the foregoing specifications for the bid amount(s) specified below:

BIDS MUST BE ITEMIZED AS FOLLOWS:

1. Interest Rate

Select (Circle) one (1) Index the bidder will use for funding:

- a. Prime b. 10 Year Treasury Bonds c. LIBOR d. 3 Year T-Bill
- e. Other: _____ (write in)

It is the intent of the county to identify a fixed margin against the above selected index to insure interest rate integrity throughout the term of the contract. Please indicate below the Basis Points above the selected index rate to be locked in throughout the contract term.

Basis Points _____

For Bid evaluation purposes only, provide the following information:

- Rate on the PRIME Index Basis Points for the date of September 27, 2019 was _____ %.
- Effective Rate for September 2019 with included basis points: _____ %
- Using the following list of 24 vehicles, provide:

Annual leasing cost to replace all 24 with like kind 2020 models: \$ _____
(include all administrative costs excluding maintenance in Section 2)

YEAR	MAKE	MODEL	ASSIGNED CATEGORY
2003	Chevrolet	Silverado Pickup	¾ ton Pickup Reg 4x4
2002	Chevrolet	Impala	Full Size Sedan
2001	Chevrolet	S10 Pickup	Compact Pickup Reg 4x4
2003	Chevrolet	Trail Blazer	Mid Size SUV 4x4
2000	Chevrolet	Astro Van	½ ton Van Cargo
2002	Chevrolet	Impala	Full Size Sedan
1998	Ford	Ranger	Compact Pickup Reg 4x4
2000	Ford	Excursion	Full Size SUV 4x4
2003	Ford	F-550 Dump Truck	Med Duty Cab Chassis
2000	Ford	Crown Victoria	Full Size Sedan
1998	Ford	Van	½ Ton Van Cargo

2002	Ford	Excursion	Full Size SUV 4x4
2003	Ford	Crown Victoria	Full Size Sedan
2001	Ford	Excursion PS	Full Size SUV 4x4
2001	Ford	F-350 Crew Cab	1 Ton Pickup Quad 4x4
1999	Ford	Expedition	Full Size SUV 4x4
2000	Ford	Explorer	Mid Size SUV 4x4
2008	Ford	Escape	Compact SUV 4x4
2006	Ford	Escape	Compact SUV 4x4
1995	Ford	F250	¾ Ton Pickup Reg 4x4
1996	Ford	15 Passenger Van	Full Size Van Passenger
2001	Ford	F350 Crew Cab	1 Ton Pickup Quad 4x4
2000	Jeep	Cherokee	Mid Size SUV 4x4
2001	Jeep	Cherokee	Mid Size SUV 4x4

2. Monthly Maintenance Fee per vehicle class based on 12,000 annual miles

Vehicle Class	Monthly Rate	Vehicle Class	Monthly Rate
Compact Sedan	\$ _____	½ Ton Van Cargo	\$ _____
Mid Size Sedan	\$ _____	¾ Ton Van Cargo	\$ _____
Full Size Sedan	\$ _____	1 Ton Van Cargo	\$ _____
Compact SUV 4x4	\$ _____	Compact Pickup Reg 4x4	\$ _____
Mid Size SUV 4x4	\$ _____	¾ Ton Pickup Reg 4x4	\$ _____
Full Size SUV 4x4	\$ _____	1 Ton Pickup Reg 4x4	\$ _____
Mini Van Passenger	\$ _____	1 Ton Pickup Quad 4x4	\$ _____
Full Size Van Passenger	\$ _____	Medium Duty Cab Chassis	\$ _____

The Monthly Maintenance Fee rates are to be locked in throughout the term of the contract.

NOTE: Maintenance services should be in accordance with section H of the bid specifications. In addition to the Monthly Vehicle maintenance pricing, the responsive bidder should provide a description of their maintenance program to include but not limited to:

- List of available maintenance facilities in Westmoreland County
- Administrative handling procedures
- Hours of availability

For Bid evaluation purposes and using the list of 24 vehicles in Section 1, provide the following information:

- **Annual maintenance cost to maintain all 24 vehicles per specifications: \$ _____**

Section I: Annual Leasing Cost + Section II: Annual Maintenance Cost =
Grand Total Bid \$ _____

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

_____ Other (specify) _____

SPECIFICATIONS FOR FLEET LEASING SERVICES

The following represents The County's requirements for all leases:

- A. Successful Bidder will purchase new vehicles utilizing Westmoreland County's CoStar's account through the Pennsylvania CoStars Program or The Interlocal Purchasing System (TIPS), whichever is determined by the County to be most cost beneficial, and lease the vehicles back to the County.
- B. Successful Bidder will provide Fleet Management Services for the management of the leased vehicles during the term of the lease including, but not limited to, an Off Lease Maintenance Program, a Fuel Program, Mobile Resource Management Technology, a Physical Damage Program, a Risk Management Program, and an Accident Management Program. **Descriptions of these programs are required with this bid.** The County reserves the right to participate in any or none of the services. As part of the services, successful bidder will provide an initial fleet analysis, recommendations on purchases, maintenance intervals, leasing intervals, resale options, actual re-sales, reporting, invoicing, etc.
- C. All applicable fees and charges, including end of lease inspection fees, and any applicable taxes shall be included in the Fleet Management Services costs on the Official Bid Form. Westmoreland County is exempt from sales tax on all vehicles registered to the County.
- D. Each vehicle lease must be an Open-ended 60-month lease.
- E. There shall be no mileage restrictions or wear and tear charges.
- F. Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- G. Vehicle warranty will be bumper to bumper for a minimum of three years or 36,000 miles, or the manufacturer's warranty whichever is longer.
- H. Service and Maintenance Requirements: Maintenance and residual value should be based on the indicated term and annual mileage of 12,000. The County shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and unlimited repairs are performed to maintain the warranty at the Successful Bidder's designated maintenance shops, which are required to be within twenty (20) miles of the Westmoreland County Department of Public Works located at 194 Donohoe Rd., Greensburg, Pa 15601 for which the County will pay a fixed monthly rate for maintenance on each vehicle. All maintenance is to be included in this rate with the exception of tires, brakes, inspection and emission stickers.
- I. The Contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract with on-site representation when necessary.

- J. Vehicle Quantities and Locations: The County fleet targeted to be satisfied by this lease contract consists of approximately up to one hundred and five (105) vehicles. THIS IS A NON-GUARANTEED AMOUNT CONTRACT, WESTMORELAND COUNTY reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the County.
- K. All vehicles provided under this bid should be new from the factory. Vehicles will be registered to Westmoreland County. The County will obtain state agency plates following delivery to the County and acceptance by the Westmoreland County Fleet Coordinator. All ordering will originate directly from the County. The successful Bidder, acting as a leasing company, shall satisfy all Pennsylvania laws regarding a leasing company.
- L. Vehicle Mileage and Term: The Contractor shall be able to support vehicle return and replacement for vehicle lease orders lasting a minimum of one year up to a maximum lease period of five years. The awarded Contractor may propose, and the County may consent to, a desired timeframe, lease term, mileage interval or depreciation different than levels requested by the County, if such intervals provide advantages to the Contractor, County, or both, such as lower lease prices due to better vehicle resale potential.
- M. Vehicle Inspection: All vehicles leased under this contract shall be inspected upon delivery, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle and acceptance that it meets ordering specifications.
- N. All Vehicles shall have the following features:
1. All to be new from factory.
 2. Minimum 2 key sets per vehicle.
 3. Vehicles will be registered by the County with PA State Municipal plates.
 4. Air Conditioning.
 5. To the extent possible, each vehicle should be best in class for fuel efficiency.
 6. Exterior color of all vehicles to be selected by the County.
- O. Vehicle replacements must be either same make model and accessories or the equivalent make, model and accessories of another manufacturer.
- P. The County may from time to time request equivalent alternatively fueled vehicles as lease replacements.
- Q. Contractor must supply an End of Term Balance at the end of the term (usually 60 months, minimum term 12 months and maximum term 60 months). 30 days prior to

the end of the term the Contractor should provide an estimate of the current market value of any orders due for termination. This should be followed by a written inspection report within five days of the return of the vehicle.

End of Lease Options

At the end of lease term, the County, at its sole option, may:

1. Purchase the vehicle from the Contractor for the end of term obligation at Reduced Book Value.
2. Turn the vehicle in to be disposed of by Contractor.
3. Direct the Contractor to resale the vehicle with all funds to be applied to a new leased vehicle (replacement).

When the County turns vehicles into the Contractor, the Contractor will:

1. Check vehicle in with a written report.
2. Within four weeks, Contractor will communicate to the County a minimum market value for vehicle based on at least two offers or bids.
3. Funds received by the Contractor for disposing of the leased vehicle shall be used to reconcile the remaining reduced book value of the vehicle. Any further credits or debits will be applied to the Westmoreland County account.

R. Ordering Periods under this contract will extend as follows:

- First Ordering Period - Date of award through March 31, 2020.
- Second Ordering Period - Expiration of First Ordering Period through one calendar year.
- Third Ordering Period - Expiration of Second Ordering Period through one calendar year.
- Fourth Ordering Period - Expiration of Third Ordering Period through one calendar year.
- Fifth ordering Period - Expiration of Fourth Ordering Period through one calendar year.

S. Reporting Requirements:

The third and ninth months in each ordering period, the Contractor shall meet with the County to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of County at any time during the previous six-month period. A separate section of the following information for each vehicle: vehicle year, make and model; vehicle identification number; department (assigned by County); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Contractor shall provide two hard copies and two electronic copies of the report. The County will review this information and compare it to the County records to detect potential inconsistencies requiring resolution.

- T. Successful Bidder must have related experience sufficient in the County's opinion to perform including a minimum of three (3) current clients using the bidder's vehicle fleet services and including at least one (1) Pennsylvania governmental agency. Bidder must have experience in performing work of a similar nature and the Bidder's firm must have strength and stability, staffing capable of meeting County's needs, must demonstrate competence in the services to be provided, and must have supportive client references.
- U. Successful Bidder must have a documented Vehicle resale process.
- V. Bidder shall identify any and all insurance requirements imposed on the County as a condition of leasing vehicles. The County reserves the right to insure vehicles through the insurance carrier of its choice and the option to not insure certain vehicles under this contract.
- W. Bidder shall identify entity holding title to the vehicle(s) during the term of the lease.
- X. The County reserves the right to enter into a contract with a successful bidder who submits the bid judged by the county to be most advantageous to the county.

ATTACHMENT A
(IRS W-9 Form To be inserted)

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:

Gina Cerilli, Date
Chairman

By: _____
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.