



County of Allegheny

**DAN ONORATO
CHIEF EXECUTIVE**

**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES**

B I D

for

2007 REAL ESTATE TAX DOCUMENTS

SPECIFICATION NO. 5838

DUE DATE: Wednesday, November 29, 2006, 11:00 A.M.

**SUBMIT TO: County Controller's Office
Allegheny County Courthouse
436 Grant Street, Room 104
Pittsburgh, PA 15219**

**Sara Kurpakus
Purchasing Agent
412-350-4489
Sara.kurpakus@county.allegheny.pa.us**



DAN ONORATO
CHIEF EXECUTIVE

**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES**

County of Allegheny

206 COURTHOUSE ♦ 436 GRANT STREET
PITTSBURGH, PA 15219
PHONE (412) 350-4495 ♦ FAX (412) 350-5883

NORMAN E. DIEBOLD, CPPB
ACTING CHIEF PURCHASING OFFICER

TIMOTHY H. JOHNSON
DIRECTOR

Dear Bidder:

Enclosed is Allegheny County's Invitation for Bid (IFB) for **2007 Real Estate Tax Documents**. I ask that you please read the document and decide if you would like to submit a bid for the County's requirements.

Allegheny County, with a population of approximately 1.3 million, is the second largest county in the State, and effective January 1, 2000 is a Home Rule county with an elected Chief Executive, an appointed County Manager and a 15-member County Council.

The Allegheny County Division of Purchasing and Supplies is taking a leadership role in public purchasing throughout the United States with a competent, professionally certified and experienced staff as mostly recently demonstrated as a recipient of the 2002-2006 Achievement of Excellence in Procurement awards.

There are three sections to this IFB: 1) your Bid, 2) the Specifications and 3) the Instructions to Bidders. All three sections will be incorporated into any resultant contract.

There are several things that can assist the County in processing and evaluating your bid. If you would please -

- Stamp your company name on each page of your bid.
- If you are trading as a Corporation, your bid must be signed by the President or Vice-President and attested by the Secretary or Treasurer. Another authorized person may sign if accompanied by a power of attorney. Be sure you have affixed the corporate seal.
- Include one (1) original and one (1) identical photocopy of your bid. Both documents must be in one sealed envelope clearly stating the Specification Number. The bid shall be mailed to address on the cover sheet of this IFB.
- Be sure that you submit your bid before the opening date and time as stated on page one of the Specifications.
- Provide points of contact.
- Be sure that all signatures are "live".
- Sign on the proper lines (Individual, Partnership, or Corporation).
- If a bid bond is required, make sure it is in the correct amount and properly signed.
- Be sure the bid has pricing submitted with decimal points.
- Indicate whether municipalities are permitted to purchase under this Contract.

Sincerely,

Norman E. Diebold, CPPB
Acting Chief Purchasing Officer

Revised 9/06

NO BID SHEET

SPECIFICATION #5838

2007 REAL ESTATE TAX DOCUMENTS

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to or fax to:

County of Allegheny
Division of Purchasing and Supplies
Room 206 Courthouse
436 Grant Street
Pittsburgh, PA 15219
(412) 350-5883 Fax

Please check all items that apply:

- ☐ **Do not sell the item(s) required.**
- ☐ **Cannot be competitive.**
- ☐ **Cannot meet the Specifications highlighted in the attached Bid.**
- ☐ **Cannot provide the Insurance required.**
- ☐ **Cannot provide Performance Bond required.**
- ☐ **Cannot comply with County Instructions to Bidders.**
- ☐ **Job is too large.**
- ☐ **Job is too small.**
- ☐ **Cannot hold pricing for entire contract period.**
- ☐ **Past problems with the County of Allegheny.**

Please Explain: _____

- ☐ **County payment process is too slow.**
- ☐ **Do not wish to do business with the County.**
- ☐ **Other reason.**

Please Explain: _____

COMPANY NAME:_____

CONTACT:_____ **PHONE #**_____

COMPANY NAME: _____

WD/09/06

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES
ROOM 206 COURTHOUSE

B I D

FOR

2007 REAL ESTATE TAX DOCUMENTS

Spec. #5838

In accordance with the attached Specifications and Instructions to Bidders, we (or I) propose to furnish and **DELIVER F.O.B., 2007 REAL ESTATE TAX DOCUMENTS** to the County of Allegheny at the following prices:

ITEM #	DESCRIPTION	PRICE
A)	Real Estate tax documents	\$ _____
B)	Senior citizen real estate tax statement	\$ _____
C)	Tax information bulletin	\$ _____
D)	Senior citizen installment tax statement	\$ _____
	Variable Data Printing	\$ _____
	Folding	\$ _____
	TOTAL LUMP SUM BID	\$ _____

PERIOD OF CONTRACT: December 1, 2006 through November 30, 2007, with the option to extend for one (1) year.

The use of the name of a manufacturer or of any special brand or make in describing an item does not restrict bidders to that manufacturer. The means or the method used is simply to indicate the character or quality of the articles desired; however, the articles on which bids are submitted must be of such character or quality that they will serve the purpose for which they are to be used equally as well as that specified. If bidding on other than the make, model or brand specified the manufacturer's name and catalogue reference must be given.

IF THESE SPECIFICATIONS ARE NOT CLEAR, OR YOU FEEL THEY ELIMINATE COMPETITIVE BIDDING IN AN UNFAIR AND UNNECESSARY MANNER, YOU MAY OBTAIN A BID PROTEST FORM BY CALLING 412-350-4489, or ON THE COUNTY'S WEB SITE <http://www.county.allegheny.pa.us/forms/index.asp>. THE BID PROTEST FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION, ROOM 206 COURTHOUSE, PITTSBURGH, PA 15219 OR FAX 412-350-5883, BY 12:00 P.M. ON THE MONDAY BEFORE THE BIDS ARE TO BE OPENED.

Do you agree to make available to the Councils of Government, Municipalities, Authorities and School Districts within Allegheny County, all items contained in this bid at the bid price quoted for the entire Contract Period?

_____YES _____NO

Do you agree to make available to all political sub-division and authorities of the Commonwealth of Pennsylvania all items contained in this bid at the bid price quoted for the entire Contract Period?

_____YES _____NO

BUY AMERICAN CERTIFICATE

The bidder or offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Policy"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

List the sum of the declared values of all the imported components installed or included on such products.

COMPANY INFORMATION

(This information is for tracking purposes only and has no role in the determination of the lowest, responsive, responsible bidder.)

- [] check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises
- [] check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC
- [] check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC
- [] check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)

***** FOR PAYMENT PURPOSES *****

Print Name of Business

Business Address

City State Zip Code

Contact Person Telephone
(Print Name) Number

800 number if one is applicable

FAX number if one is applicable

Email

Remit to Address

City State Zip Code

Contact Person Telephone
(Print Name) Number

Email

IN THE PRESENCE OF -

INDIVIDUAL

Witness

(Individual Principal)

PARTNERSHIP

Witness

(Partner) (SEAL)

Witness

(Partner) (SEAL)

Witness

(Partner) (SEAL)

CORPORATION

attest

Secretary

President

affix
corporate
seal

(State where Incorporated)

THIS PAGE MUST BE SIGNED WITH A LIVE SIGNATURE AND SIGNED IN BLUE INK.

Allegheny County Vendor Creation Form

Controller's use only:
Supplier No. _____
1099 Eligibility: ☐ Yes ☐ No

☐ Add ☐ Change Supplier No. _____

Company Information

Federal Tax ID (TIN)

Company Name (Please type or print) _____

W-9 must be submitted

(Required Information)

Type of Service Provided

- ☐ Independent Contractor
- ☐ Maintenance/Service Agreement
- ☐ Insurance
- ☐ Personal Reimbursement
- ☐ Other (Please list) _____

Type of Commodity Provided

(Please Describe)

- ☐ Rent _____
- ☐ Care Giver _____
- ☐ Legal _____
- ☐ Medical _____

(Required Information)

Minority Owned

☐ Yes

☐ No

If Yes

☐ MBE

☐ DBE

☐ WBE

☐ Veteran-Owned

Certified By: _____ (Attach copy of Certification)

Industry Classification by NAICS Code

Primary Industry _____

Secondary Industry (if applicable) _____

*If code is not known go to <http://www.census.gov/epcd/naics/naics3dx.htm#N54> and select the correct code.

Supplier Information (Search Type "P") – (Where PO should be sent to place order.)

(Please type or print)

Company Name _____ Telephone Number _____

Address Line 1 _____ Fax Number _____

Address Line 2 _____

Address Line 3 _____

City _____ State _____

Zip Code _____

(Required Information)

Supplier/Remit To Information (Search Type “V”) - (Where check will be mailed for payment. Check **must** be made payable to exact name listed under TIN provided or check cannot be processed)

Supplier/Payee Name _____
(Please type or print)

Address Line 1 _____

Address Line 2 _____

Address Line 3 _____

City _____ State _____

Zip Code _____

Telephone Number _____

Fax Number _____

*If the “remit to” information provided on form does not match invoices submitted for payment, the Controller’s Office **must** contact supplier to verify address information before payments are processed. Thank you for your cooperation.

If the department you do business within Allegheny County is know providing the information below will help in the processing of your payments. Failure to include the information may result in processing delays.

Allegheny County Departmental Contact	Supplier/Payee Contact Name
Name _____	Name _____
Telephone No _____	Telephone No _____
Fax No _____	Fax No _____
E-Mail Address _____	E-Mail Address _____

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, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	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 Line 1 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								
			+			+		
or								
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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

COMPANY NAME: _____

WP/09/06

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES
ROOM 206 COURTHOUSE

S P E C I F I C A T I O N S

FOR

2007 REAL ESTATE TAX DOCUMENTS

Spec. #5838

Separate and sealed Bids will be received at the Office of the Controller of Allegheny County, Room 104 Courthouse, Pittsburgh, PA until **11:00 A.M.**, prevailing time, **November 29, 2006**, and will be publicly opened at 11:30 A.M., prevailing time, **Wednesday, November 29, 2006** in the presence of the Acting Chief Purchasing Officer of the Division of Purchasing and Supplies, or his designee, in Room 410 Courthouse, Pittsburgh, PA for **2007 REAL ESTATE TAX DOCUMENTS**.

The Treasurer's Office requests written proposals for the design, manufacturing, and printing of the following 2007 real estate tax documents:

- A) Real estate tax statement
- B) Senior citizen real estate tax statement
- C) Tax information bulletin
- D) Senior citizen installment tax statement

The first three (3) documents will be mailed in January 2007. The fourth document will be mailed in August 2007. Detailed specifications follow. **NO SUBCONTRACTING OR BROKERS WITHOUT PRIOR APPROVAL.** Due to the integrated nature of the tax billing process, the Treasurer's Office prefers to award this bid to one vendor. However, the Treasurer reserves the right to award each item individually. The successful bidder will be required to submit itemized pricing as follows:

- 1) Cost per thousand for each of the four (4) documents listed above.
- 2) Cost per thousand to print variable tax information on pre-printed tax statements A, B, & D.
- 3) Tri-fold all four (4) documents.

All questions concerning this bid should be directed to Tom Bradley at (412) 350-6334, or Karl Smith at (412) 350-4639.

ALL DUE DATES LISTED IN THIS DOCUMENT ARE FINAL. THE SUCCESSFUL BIDDER MUST COMMIT TO THESE DATES. THIS AWARD WILL BE MADE IN DECEMBER.

SECTION I

This section pertains to the manufacturing and printing of the 2007 real estate tax bills, and senior citizen real estate tax bills. All bills must be manufactured, printed, folded and delivered to the Treasurer's Office by January 17, 2007. Data files will be available by December 31, 2006.

Quantity: 375,000 Real estate tax statements (A)
50,000 Senior Citizen real estate tax statements (B)

NOTE: These counts are realistic estimates of how many statements will be printed. The successful bidder should manufacture additional quantities of each to allow for waste when printing.

Size: 8 ½" x 12" finished document
Add pin-feed strips if required by your process

Style: One-part, continuous

Allegheny County Treasurer
Specifications for 2007 Real Estate Tax Documents

Paper: 28# OCR white bond

Perforations: 1) Horizontal perforation 8" from the top dividing the detailed statement from the tax bill.
2) Tight vertical perforation dividing the tax bill and receipt 5 1/8" from the left edge of the tax bill.
3) Optional vertical perforations for detachment of pin-feeds.

Inks: The front of the statement will require four (4) color process. The back of the statement will be black. The color stripe across the top of the remittance document will be blue. Litho-shading (50%) will be used for the red box that houses the lot & block number. The shading that surrounds the scanline must be removed.

Printing: The printing of the two statements listed in this section will differ. The detailed statements above the perforation must be laid out and designed by the successful bidder based on instructions supplied by the Treasurer. Several proofs may be required to finalize the finished document.

The remittance document below the perforation is to be detached and returned for payment. This document will closely resemble the tax bill currently in use, is processed through a Unisys Quantum 21300 remittance processor, and optically scanned using OCRA font. The inks around the scan line must be removed. Samples will be provided upon request.

Printing on the back of both statements will be black, and will require the Treasurer's signature on the receipt portion of the remittance document.

Variable Data: The data will be provided via CD, or electronic data transfer, with all fields defined for insertion onto the statements described above. There will be two separate files (regular & senior citizen) provided, with one complete record for each tax bill to be printed. Some editing of the money fields for punctuation may be required. (\$, commas, etc) Variable data will be printed on both sections on the front of the statements.

The scan line must be printed in OCRA font, the rest of the variable data should be printed in a standard font. The position of the scan line is crucial. The position of the line is clearly defined on the sample forms. In addition, the 4 digit tax year (2007) and the unique 16 digit lot & block number must be printed in 3 of 9 barcode on each statement in the exact designated area.

Fold: Once printed, the tax statement must be folded for insertion into the window envelope provided by the Treasurer. The fold will result in the mailing address facing through the window of the mailing envelope.

Proofs: Proofs are required for both the manufactured statement and the printed tax statement with the variable data applied. Proofs will be submitted to Tom Bradley or Karl Smith of the Treasurer's Office only.

SECTION II

This section pertains to printing of the 2007 tax information bulletin that must be mailed with each tax statement mailed in Section I. All variable information required for this document will be finalized in December, and this document must be printed and delivered by January 17, 2007.

Quantity: 425,000 Tax information bulletins (C)

Size: 17" x 11"

Style: One-part, continuous or cut sheet

Paper: 20# white bond

Inks: Four (4) color process.

Printing: Similar to samples with significant changes to dates and other variable information. This form requires the county logo, separate business logos, and the Treasurer's signature. Ads on page 4 may be provided by the individual advertisers.

Fold: This document must be folded vertically in half so page one is on top, then letter folded horizontally so the top of page one is exposed.

Proof: Required by December 28, 2006.

Delivery: Delivery on or before January 17, 2007 to the Allegheny County Treasurer's Office, Pittsburgh, 15219.

SECTION III

This section pertains to the printing of the 2007 Senior Citizen Installment tax statement. Seniors have the option to pay county taxes in two payments. This statement is mailed in August, and is due September 30th, 2007. The quantity listed is an estimate based on the three years this program has existed, and could be significantly different.

Quantity: 2,000 Senior Citizen installment tax statements (D)

Size: 8 1/2" x 11" finished document
Add pin-feed strips if required

Style: One-part, continuous

Allegheny County Treasurer Specifications for 2007 Real Estate Tax Documents

Paper: 28# OCR white bond

Perforations: 1) Horizontal perforation 8" from the top dividing the detailed statement from the tax bill.
2) Tight vertical perforation dividing the tax bill and receipt 5 1/8" from the left edge of the tax bill.
3) Optional vertical perforations for detachment of pin-feeds.

Inks: The front of the statement will require four (4) color process. The back of the statement will be black. The color stripe across the top of the remittance document will be blue. The shaded area around the scanline must be removed.

Printing: The printing will be similar to samples. The remittance document below the perforation is to be detached and returned for payment. This document will closely resemble the tax bill currently in use, is processed through a Unisys Quantum 21300 remittance processor, and optically scanned using OCRA font.
Printing on the back will be black.

Variable Data: The data will be provided via CD, or electronic data transfer, with all fields defined for insertion onto the statements described above. Some editing of the money fields for punctuation may be required. (\$, commas, etc) Variable data will be printed on both sections of the statement.

The scan line must be printed in OCRA font, the rest of the variable data should be printed in a standard font. The position of the scan line is crucial. The position of the line is clearly defined on the samples.

Fold: Once printed, the tax statement must be letter folded for insertion into the same envelope provided by the Treasurer in Section I. The fold will result in the remittance portion facing through the window of the mailing envelope.

Proofs: Proofs are required for both the manufactured statement and the printed tax statement with the variable data applied. Proofs will be submitted to Tom Bradley or Karl Smith of the Treasurer's Office only.

Delivery: The manufactured, printed, and folded statements will be delivered by August 1st, 2007 to: Allegheny County Treasurer, Basement, County Office Bldg., Fourth Avenue, Pittsburgh, Pa 15219, Attn: Karl Smith, inside delivery required.

INSURANCE REQUIREMENTS

The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A- by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

Commercial General Liability. Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

Professional Liability. Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

Worker's Compensation and Employers Liability. The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit

Proof of Insurance. The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Deductibles. The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

Additional Insured. The County shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the supplier operations under this agreement. Certificates of

such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

Documents. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

PERIOD OF CONTRACT: December 1, 2006 through November 30, 2007, with the option to extend for one (1) year.

OPTION TO EXTEND

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Contract or any part of the Contract for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Contract. This will be utilized to prevent a lapse in Contract coverage for the goods or services indicated on the Contract, and only for the time necessary to enter into a new Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract; all other terms and conditions of the extended Contract will remain in full force and effect.

Bidder shall submit one (1) original and one (1) identical copy of this bid.

The County retains the right to terminate this contract upon thirty (30) days written notice.

"The successful bidder is required to comply with the Worker and Community Right to Know Act, 35 P.S. S7301 et seq. In addition to any requirements of the Act, the successful bidder shall supply the Purchasing Division with a copy of the Material Safety Data Sheet for each hazardous substance or hazardous mixture supplied."

ALLEGHENY COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES
ROOM 206 COURTHOUSE

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

PREAMBLE - (Bidder: You are advised to review the instructions, general rules and conditions which follow as they apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the Division of Purchasing and Supplies, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to Commonwealth of Pennsylvania and local laws, policies, resolutions and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the Division of Purchasing and Supplies will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1) SIGNATURES –

- a) If you are trading as an individual, you must insert your full name, business address and residence address in the body of the bid and you must sign on the line indicated for individual principal.
- b) If you are trading as a partnership, individual names of all the partners must appear in the body of the bid and all members of the partnership must execute the bid on the lines indicated for partnership principals. If needed, additional lines may be added on the signature page. Be sure to include your full business address.
- c) If you are trading as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be signed by the president (or vice-president) and attested by the official secretary (or assistant secretary) and the corporate seal must be affixed on the lines indicated for corporate principal. If the contract is executed or attested by any other than the officers set forth, the bid must be accompanied by a power of attorney carrying certification of current date. The Power of Attorney may have either a live or a facsimile signature. If the corporation has no corporate seal or it is unavailable, a handwritten or adhesive seal shall appear following the corporate name with a statement that no corporate seal exists or that it is unavailable.
- d) A corporation must also complete a certificate of corporate principal for the persons executing the bid, which must be signed by the secretary, and the corporate seal affixed. Instead of such certification, you may attach corporate records indicating authority of the person signing, which must be certified by the secretary or assistant secretary with corporate seal affixed, to be true copies.

2) NUMBER OF BIDS – Bidder shall submit one (1) original and one (1) photocopy of the bid (they shall be in the same envelope). **Please indicate clearly on the bid which one is the copy.** Any price discrepancy shall result in Allegheny County (the "County") accepting the lowest (or most advantageous) price. The original shall be the "controlling document" from which the bid tabulation shall be created and thus the price from which the basis of award shall be evaluated.

3) UNIQUE BIDS - No bidder may submit more than one bid for the same item, nor may he submit multiple bids by or through the agency of any partner, employee or other entity. If a bidder does submit more than one bid document, the County will only consider for award the last bid document received.

4) BID SUBMISSIONS - This bid shall be completed, signed and submitted to the Office of the Controller of Allegheny County. Copies needed for the bidder's records are the responsibility of the bidder. Each bid must be in a separate sealed envelope with both the bid number and opening date plainly visible on the envelope. Bids must be received at the place, time and date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. The County assumes no financial obligations for preparation and submittal of bids. Bidder shall be solely responsible for understanding the specifications and requirements.

5) VIEWING OF BIDS AND CONFIDENTIALITY - Bids shall be subject to viewing by bidders and the public by appointment at the Office of the Controller and, after tabulation, at the Division of Purchasing and Supplies. All pricing and documents submitted by bidders to the County shall be considered public documents and open and available for public viewing and copying.

6) BID ALTERATIONS –

- a) Any alterations and/or deletions to the bid form as received by Allegheny County shall be grounds for rejection of the bid, in whole or in part. In completing the bidding documents, bidder should not add, delete or vary any of the terms or conditions of

any documents prepared by the County. If the bidder makes any substantial changes in any of the documents, the County shall reject the bid. If the bidder makes insubstantial changes, the County may, in its discretion, either reject the bid or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original bidding documents. Bidder warrants that all goods and services described by bidder in its bid and all samples submitted by bidder to the County shall conform to the specifications. The Chief Purchasing Officer may waive insubstantial errors in the bid and specifications.

- b) Bidder is permitted to scan bidding documents, in order to computer generate responses. Bidder shall not in any way change or alter any of the text of the document, however any necessary changes, revisions or clarifications, should be noted in parenthesis at the end of the text. If there are any discrepancies, the original County text shall prevail.
- 7) **BID ERRORS** – If a Bidder submits a bid with a price that is patently incorrect, such that a “reasonable person” would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the County the reason for the mistake and request that the County not consider the bid or line item for award.
- 8) **SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS)** - If any alleged errors are noted in the bid specifications, bidder should immediately notify the County and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted with the bid documents to the County
- 9) **CLARIFICATION** –The County reserves the right to request clarification of any bid before bid award.
- 10) **BID PRICES HELD** - Contracts shall be awarded within ninety (90) days of the bid opening unless an extension is agreed to, in writing, between the bidder and the County.
- 11) **ASSIGNMENT** - Bidder shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Chief Purchasing Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and bidder shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that bidder would have been obligated if no assignment or delegation had been made.
- 12) **QUALIFIED BIDDERS** - All bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.
- 13) **SAMPLES** - By submitting a bid, the bidder agrees to deliver to the County, at the County's request and at no cost to the County, samples of any items upon which the bidder bid. Said samples will not be returned to the bidder. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County otherwise would have with respect to the quality of goods or workmanship. If bidder inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the bidder shall explain the situation to the County and have a legitimate reason for the exchange. The bidder shall have only one opportunity to perform such an exchange.
- 14) **PRE-PRINTED TERMS AND CONDITIONS** – Bidder's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder's specifications material and contract documents shall be disregarded and have no effect
- 15) **NEW MATERIAL** - Unless otherwise provided in the specifications, all goods to be supplied to the County shall be from new, unused, current stock.
- 16) **ESTIMATED QUANTITIES** - Unless otherwise provided in the specifications, any references in the specifications to quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all.
- 17) **DELIVERY POINT** - Unless otherwise provided in the specifications, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania, which the County may designate. All deliveries are to be F.O.B. point of delivery.
- 18) **DELIVERY TIME** - Unless otherwise provided in the specifications, the successful bidder shall provide all goods and services within thirty (30) days from the date of the County's request therefore.

- 19) **FIRM, FIXED PRICING** - Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged. In arriving at the bid price, the bidder shall take into consideration all discounts for cash and all other credits and allowances. Any discount or other uncalled for allowance quoted will not be considered in making the award and may be the cause for the rejection of the bid.
- 20) **PROMPT PAYMENT DISCOUNT** –
- a) Unless otherwise specified in this solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
 - b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the supplier does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
 - c) For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.
- 21) **PRICE EXTENSION DISCREPANCIES** - In case of discrepancy between the prices listed by the bidder for separate items or single units, and the total price, the item or unit prices shall prevail.
- 22) **TAX EXEMPT** - The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, bidder should not include any such taxes in its calculations or in the prices bid.
- 23) **CONFORMANCE TO SPECIFICATIONS** - Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.
- 24) **AWARD CRITERIA AND BASIS FOR REJECTION** - Unless otherwise provided in the specifications, the County may award on an item-by-item basis, on a lump sum basis or on a combination of items basis, whichever is in the best interest of the County. The successful bidder shall be the lowest responsible, responsive bidder meeting specifications, with full consideration of cost, quality and performance. Such considerations may include, but not be limited to: superior product quality or functionality; demonstrated experience and whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; special skills; staff training and financial strength. The Chief Purchasing Officer reserves the right to award on a "multiple-criteria" or "best-value" basis.
- a) The County reserves the right to reject the bid of any bidder who has previously failed to perform satisfactorily any obligations to the County or is otherwise deemed not to be a responsible bidder.
 - b) The County reserves the right to reject all bids, if it determines that such rejection is in the best interest of the County.
- 25) **PIGGYBACKING** - It is understood that the goods and services described in the specifications may be purchased by the County and any other municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the bidder.
- 26) **SOLICITATION ONLY** – This Invitation for Bid is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.
- 27) **WORKMEN'S COMPENSATION ACT** - Bidder agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.
- 28) **EXAMINATION OF FINANCIAL RECORDS** - Bidder shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this bid and any resulting contract in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The bidder shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The bidder shall provide

access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Bidder's books, records, program and financial records, documents and other evidence pertaining to services provided under this bid and any resulting contract shall be preserved and made available for a period of three (3) years following the termination of this bid and any resulting contract. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of bidder's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the bidder, to the County's sole satisfaction, within thirty (30) days after the bidder's receipt of written notice of such deficiencies. Failure of the bidder to comply with the provisions set forth in this paragraph may constitute a violation of this bid and any resulting contract and, at the County's sole discretion, may result in the County withholding future payments.

29) FATAL BID ERRORS – The following errors shall be deemed fatal and render the bid void:

- a) Failure to sign the bid, or bond or both,
- b) If the signatures are those of unauthorized persons, or
- c) If there is no stated pricing.

All other errors are waivable at the sole discretion of the County if such errors would not invalidate a fair and just competitive bidding procedure free of favoritism and fraud and a common standard for all bidders.

30) BID AND PERFORMANCE BONDS - Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check, banker's check or an irrevocable letter of credit in the amount required. Whenever a performance bond is required, the successful bidder shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

31) MBE AND WBE CONSIDERATIONS - In accordance with Section 911.03 C. of the Allegheny County Administrative Code, the County wishes to contract with and asks that, unless otherwise prohibited in the specifications, its bidders consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Bidders may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Bidders are encouraged to contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises at 412-350-4309 or review the web site at www.county.allegheny.pa.us/mwdbe/index.asp for assistance in identifying qualified MBE and WBE firms.

32) CONTRACT - By submitting a bid, the bidder warrants that if the County makes an award to the bidder, bidder shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), specifications, and these General Conditions and Instructions to Bidders. If no bid bond or substitute is required and bidder fails or refuses to execute the required documents within thirty (30) days after award by County, bidder shall pay to the County the difference in the amount specified in bidder's bid and the amount County shall pay to fulfill the specifications.

33) INELIGIBLE SOURCE LIST – In accordance with Section 3.7 of the Allegheny County Purchasing Manual, the Chief Purchasing Officer has established an Ineligible Source List. The following may be reasons to place a company on the Ineligible Source List:

- a) Any company who submits a bid or proposal in bad faith,
- b) Any company who willfully or repeatedly breaches a contract with the County,
- c) Any company who refuses to accept an award, or
- d) Any supplier who has established a pattern or practice of unethical or immoral business practices.

34) STEEL PRODUCTS - In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States of America, as defined therein, shall be used or supplied in the performance of the contract.

35) BRAND NAME OR EQUAL ITEMS – Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

36) "BUY AMERICAN" POLICY – As required in Section 911.03 C. of the County Administrative Code, for the purchase or procurement of materials, supplies, furnishings, equipment or other personal property and non-professional services, the guideline

to govern the County's "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American " Policy are:

- a) If the items are not available in the U.S. in commercial quantities of good quality,
- b) If the cost of the domestic items is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
- c) If a purchase is worth a value of \$30,000 or less,
- d) If the Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

37) INDEMNIFICATION CLAUSE –

a) Bidder agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Directors, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation. Bidder further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor. Bidder's obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys' fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.

b) Bidder shall give to County prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.

38) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) RECIPROCAL ASSURANCES

Pursuant to Federal Regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, *Standards for Privacy of Individually Identifiable Health Information*, 42 C.F.R., Parts 160 and 164, hereinafter "Regulations", the Parties understand and agree that based upon the duties and responsibilities entered into under this agreement, the definition of "Covered Entity" and "Business Associate" as defined in the above cited act may apply to either or both Parties.

If and when Personal Health Information is exchanged between the Parties and one party is acting as a Business Associate to a Covered Entity the following will apply:

In furtherance and compliance with the above, the Parties agree as follows:

General Duty of Confidentiality Business Associate hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of Covered Entity and, where required, the client. Business Associate will protect all such information and treat it as strictly confidential. Business Associate agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this Agreement.

Use and Disclosure of Protected Health Information Business Associate is hereby permitted to use or disclose Protected Health Information for the proper management and administration of Business Associate's business, and/or to carry out the legal responsibilities of the Business Associate. Proper management and administration of Business Associate's business does not include the use of Protected Health Information, or the identity of Kane's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Business Associate at any time disclose to a third party Protected Health Information for its proper management and administration, or to carry out its legal responsibilities, Business Associate agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to Business Associate any instances of a breach of confidentiality of which the third party is aware.

Appropriate Safeguards Business Associate agrees to maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information

that is maintained both in electronic and paper forms. Business Associate further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

Agent and Subcontractors Business Associate hereby agree to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this Agreement that apply to Business Associate with respect to such Protected Health Information.

Reporting of Improper Uses and/or Disclosures Business Associate agrees to immediately report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information and/or the identity of Covered Entity's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

Availability of Information Maintained by Contractor Business Associate hereby agrees to make available any of Covered Entity's Protected Health Information, immediately upon Covered Entity's request, for purposes of ensuring the right of access of clients to their own health information.

Amendments Business Associate shall make available to Covered Entity, upon request, any Protected Health Information for which Covered Entity has agreed to make and/or has made any amendments. In such cases, Business Associate agrees to incorporate all such amendments made by Covered Entity, to the information maintained by Business Associate.

Accounting Business Associate shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to properly be generated pursuant to the Regulations. Upon request of Covered Entity, such records shall be made available by Business Associate to Covered Entity for purposes of providing an accounting of disclosures pursuant to the Regulations.

Availability of Internal Practices, Books, and Records Business Associate hereby agrees to make all of its internal practices, books, and records relating to the use and disclosure of the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or Covered Entity, for purposes of determining whether Covered Entity is complying with the above-referenced Regulations.

Maintenance of Protected Health Information Upon Termination of Agreement Upon the termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Business Associate, with the consent of Covered Entity, may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction, including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Business Associate completing such destruction is immediately provided to Covered Entity. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist. If Business Associate believes that such a return or destruction is not feasible for any reason, Business Associate must contact Covered Entity to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Confidentiality Business Associate agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosures. In addition, Business Associate agrees to guard the confidentiality of resident information. Access to all individually identifiable information relating to residents that is obtained by Business Associate shall be limited by Business Associate to persons or agencies that require the information in order to perform their duties in accordance with this contract, and to such others as may be authorized by Covered Entity in accordance with applicable law.

No other party shall be granted access to confidential information unless the party complies with the requirements of Federal and State laws and regulations pertaining to such access. Covered Entity shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. Business Associate shall retain the right to use information for its Quality Improvement/Assurance and/or Utilization Management programs, subject to the requirements of this clause.

Business Associate agrees to take reasonable steps to ensure the physical security of data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held

data; limited terminal access; limited access to input documents and output documents; and design provisions to limit use of resident names.

Business Associate agrees to inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.

Upon the termination of this Agreement, Business Associate may not use any such data or any material derived from the data for any purpose not permitted by law. Where so instructed by Covered Entity, Business Associate must destroy such data or material if permitted by law.

Termination of Agreement In the event of Business Associate's failure to conform to the requirements set forth in this Agreement, Covered Entity may immediately terminate this Agreement, notwithstanding provisions described elsewhere in this Agreement.

TY Revised 2/2006