



County of Allegheny

DAN ONORATO
COUNTY EXECUTIVE

DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PURCHASING AND SUPPLIES

REQUEST FOR PROPOSAL

FOR

SPONSORSHIP FOR THE COUNTY OF ALLEGHENY LIGHT SHOW AT HARTWOOD ACRES

SPECIFICATION NO. 6390

RFP DUE DATE: Wednesday, May 5, 2010, 3:00 PM

Pre-Proposal Meeting: Thursday, April 22, 2010, 10:00 AM
County Office Building
542 Forbes Avenue, Room 211
Pittsburgh, PA 15219

SUBMIT TO: Division of Purchasing and Supplies
Allegheny County Courthouse
436 Grant Street, Room 206
Pittsburgh, PA 15219
Frank Alessio III, CPPB
Deputy Chief Purchasing Officer
412-350-6918
Frank.Alessio@AlleghenyCounty.us

INQUIRIES TO: Andy Baechle
Director, Parks Dept. 412-350-2460

Peter J. Wagner
Recreation Operations Manager, Parks Dept. 412-350-3167



REQUEST FOR PROPOSAL

RFP NUMBER: 6390

TITLE: RFP for Sponsorship for The County of Allegheny Light Show at Hartwood Acres

DUE DATE: Wednesday, May 5, 2010, 3:00 PM

ADVERTISING DATE: April 9, 2010

DESCRIPTION: Proposal to provide a secondary sponsor(s) to work with and in conjunction with the primary sponsor, in promoting the Light Show at Hartwood Acres, County of Allegheny

The undersigned hereby offers to furnish and deliver the articles or services as specified in strict accordance with the RFP and scope of proposal, all of which are made a part of this request. This offer is not subject to withdrawal without permission of the County of Allegheny Acting Chief Purchasing Officer.

FULL LEGAL COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE OF AUTHORIZED SIGNER: _____

TELEPHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

COMPANY INFORMATION

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

☐ 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)

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1.0 GENERAL INSTRUCTIONS TO SUPPLIERS

1.0 Purpose of Request for Proposals

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the provision of **Sponsorship for The County of Allegheny Light Show at Hartwood Acres** (the “RFP”) to the County of Allegheny, (the “County”). The County as represented by its Division of Purchasing and Supplies, intends to use the results of this process to award a contract to one or possible more successful suppliers.

1.1 About this Document

This document is a request for proposal. It differs from an invitation for bid in that the County is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, experience in the field, availability or capability may be overriding factors. Price may not be determinative in the issuance of a contract award. The proposal evaluation criteria should be viewed as a standard that measures how well a supplier’s proposal meets the desired requirements and needs of the County. The criteria considered in evaluating the award are set forth in this document.

The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining which suppliers to schedule meetings with after receipt of all proposals. The request for proposal process allows the County to “negotiate” with suppliers prior to awarding a contract. A contract will be awarded to a qualified responsible supplier(s) submitting the best proposal. The County reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The issuance of this RFP does not obligate the County to enter into contract for any services or equipment.

1.2 Terminology

“**Agreement**” means the negotiated contract between the County and the Contractor to provide the Contract Services or Contract Items.

“**Proposer**” or “**Supplier**” means the person, firm, or corporation that submits a proposal to the County and County, in response to the RFP, seeking to be selected as the Contractor.

“**Contractor**” means the entity selected by the County to perform the Contract Services or provide the Contract Items.

“**Contract Services**” means the services provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

“**Contract Items**” means the goods provided under the Scope of Contract as set forth in Section 2 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

1.3 Issuing Office

This RFP is issued for the County by the Division of Purchasing and Supplies (Issuing Office). The Issuing Office is the sole point of contact in the County for this RFP.

For inquiries please contact:

Andy Baechle	Peter J. Wagner
Director	Recreation Operations Manager
Parks Department	Parks Department
412-350-2460	412-350-3167

For any questions pertaining to purchasing please contact:

Frank Alessio III,
Deputy Chief Purchasing Officer
Frank.Alessio@AlleghenyCounty.US
412.350.6918 / 412.350.5883 Fax

It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed price contract, unless otherwise stated, on a list of products or services and / or a percentage discount from catalog list price for list of manufacturers covered by the contract. The contract will incorporate by reference this RFP and the General Conditions and Instruction to Suppliers.

Proposers who have received the RFP from a source other than through the Pennsylvania Purchasing Group central notification, are advised to contact the point-of-contact above to provide their company's contact information. Proposers who have received the RFP by any method, are responsible for checking the website to obtain any addenda.

1.4 Proposal Delivery, Time and Date

Separate and sealed proposals in response to this RFP shall be due by May 5, 2010.

Proposals received after 3:00 p.m. will be returned unopened, no exceptions.

The County reserves the right to extend or postpone the date and time for accepting proposals through an addendum.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by supplier shall become the property of the County when received. Nothing submitted shall be considered confidential or proprietary.

1.5 Proposal Submissions

Proposers are requested to submit **ten (10)** copies of their proposal and samples, if required. Proposers must include their company name and address on the outside of each envelope or container. The envelopes or containers must be sealed. The words RFP for **Sponsorship for The County of Allegheny Light Show at Hartwood Acres, Specification Number 6390**, must appear on the outside of the envelope or container. Proposals will be accepted in person, by U.S. Mail or by private courier service. **NO Proposals will be accepted via oral or e/mail communication, telephone or fax transmission.** Proposals are due at the Division of Purchasing and Supplies, Allegheny County Courthouse, 436 Grant Street, Room 206, Pittsburgh, PA.

Proposals must be submitted in the format, described in this RFP. To be considered, the proposal must respond to all requirements in the RFP. The contents of this RFP, and your proposal shall become part of any contract(s) entered into as a result of this RFP.

The County reserves the right to request additional information which, in the County's opinion, is necessary to assure that the proposer's competence, business organization, and financial resources are adequate to perform in accordance with this RFP and any resultant contract.

The County may make such investigation as it sees fit to determine the ability of the proposer to perform the work, and the proposer shall furnish the County all such information and data for this purpose as requested by the County. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to satisfactorily perform the work specified.

When asked, proposers shall also include their answers to the questions listed in this RFP using the same answering sequence as put forth in the RFP.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

Any other information thought to be relevant, but not applicable to the enumerated questions, should be provided as an appendix to the proposal.

1.6 Clarification of Requirements

It is the intent and purpose of the County that this RFP permit competitive proposals. It shall be the supplier's responsibility to advise the point-of-contact if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the proposal due date. A review of such notification will be made.

All requests for additional information or clarification concerning this RFP must be submitted in writing no later than seven (7) days prior to the proposal due date, and addressed to:

Frank Alessio III, CPPB, Deputy Chief Purchasing Officer
County of Allegheny
Division of Purchasing and Supplies
Allegheny County Courthouse
436 Grant Street / Room 206
Pittsburgh PA 15219
Fax: 412-350-5883, E/mail: Frank.Alessio@Allegheny.County.US

1.7 Pre-Proposal Meeting

It is SUGGESTED that all interested parties attend a pre-proposal meeting to be held April 22, 2010 @ 10:00 A.M. in room 211 of the County Office Building. Interested parties may visit the site location by contacting Don Schmitt at 412-433-0094 to schedule an appointment to visit the site.

1.8 Addenda and Modifications

Any changes, additions, deletions, or clarifications to the RFP are made by amendments (addenda). Any supplier in doubt as to the true meaning of any part of the RFP documents may request any interpretation thereof from the Issuing Office. At the request of the supplier, or in the event the Issuing Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Issuing Office. Such addendum issued by the Issuing Office will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the proposal closing date.

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the County. Only information supplied by the County in writing or in this RFP should be used in preparing proposal responses. All contact that a supplier may have had before or will have after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communications facility regarding this RFP should be disregarded in preparing responses.

The County does not assume responsibility for the receipt of any addendum sent to suppliers. A copy of all addenda issued must be signed and returned with your proposal.

1.9 Examination of Documents and Requirements

Proposers shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements effecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the supplier from an obligation to comply, in every detail, with all provisions and requirements of the RFP.

1.10 Minority, Women or Disadvantaged Business Enterprise (M/W/DBE) Requirements.

M/W/DBE's shall receive equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A MWDBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

A listing of MWDBE's certified by the County and the Pennsylvania Unified Certification Program, can be found at www.county.allegheny.pa.us/mwdbe.

-1.11 Conflict of Interest

The proposer shall not accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

By signing their proposal, the proposer certifies and represents to the County that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

1.12 Proposal Preparation Costs

Issuance of this RFP does not commit the County, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the County to contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

1.13 Option to Extend

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

2. SCOPE OF CONTRACT

2.0 Scope of Work - General

The County of Allegheny, Department of Parks is seeking a sponsor, in promoting the LIGHT SHOW at Hartwood Acres Park.

The 629 acres of outdoor exhilaration at Hartwood are perhaps best known for the annual holiday light display that draws hundreds of thousands of visitors. They trek here to experience the magic of the season, minus the agony of untangling those strands of lights themselves. The celebration begins in mid-November and lasts through mid-January.

2.1 Background

The tradition began in 1991 at Hartwood Acres in Pittsburgh, PA. More than 200,000 lights and 25 displays covered two miles throughout Hartwood Acres Park. It took one month to set up and three generators to power the event.

Since then, the show has grown into one of the nation's largest light shows attracting over 160,000 visitors annually. The Light Show is an outdoor illuminated spectacle built around 3.5 miles of roadways and features over 400 displays leading up to the stunning mansion at Hartwood. Visitors are able to view the displays from the privacy of their cars. Over ten generators support more than two million points of lights that shine on holiday theme figures from three to 45 feet in height.

Suggested contributions by visitors help to support various non-profit organizations.

The Light Show is opened every night, including holidays until the beginning of the new year. Actual dates of operations will be determined mutually between the County of Allegheny, Department of Parks and the sponsor.

The suggested donation for the 2010-2011 season will be discussed in more detail at the pre-bid meeting.

2.2 General Requirement

The primary sponsor shall produce at its cost, a program to be distributed at the Light Show, which shall include materials and information on the Light Show to be held at Hartwood and information as may be requested regarding events held at other county parks. The design and content of said program shall be as mutually agreed upon by the parties.

The sponsor shall be permitted to place signage at the beginning and/or at the end of the displays acknowledging their participation in the Light Show. Sponsorship advertisement will not be displayed within the show route. Placement must be approved by the Director of Parks or his designee.

The sponsor shall be recognized in all media avenues as a sponsor. The County of Allegheny, Department of Parks must also receive reorganization in all media avenues.

Any advertisement and/or marketing by the sponsor(s) must be approved by the Director of Parks or his designee.

The County of Allegheny and the Department of Parks shall continue to be recognized as a sponsor of the Light Show.

The sponsor shall be responsible for the cost of all media and advertising of the event. All media and advertising shall be mutually agreed upon by all sponsor(s).

DATES OF OPERATIONS, WHICH INCLUDE SET-UP PREPARATION, ACTUAL SHOW DATES AND TEAR DOWN/CLEAN UP WIL BE DISCUSSED DURING CONTRACT NEGOTIATIONS.

NORMALLY, THE SPONSOR HOSTS A HOLIDAY/MEDIA PRESS PARTY AT THE MASION. THE ACTUAL DATE OF THE MEDIA PARTY TO BE DETERMINED. All sponsors will be included in the Press Party. Invitees should include sponsor executives and other key personnel related or directly involved in the event

The aforesaid dates may be modified or extended upon mutual agreement of the parties hereto.

FREE PASSES

All sponsor(s) will receive a limited number of free passes to the display area.

INSURANCE

Should liability insurance be required, limits of liability shall be approved by the County of Allegheny, Law Department; the County of Allegheny, its officers, officials, agents and employees shall be names as additional insured.

VALUE OF SPONSORSHIP

All interested parties who wish to participate in the Light Show should present the value of their sponsorship. Such information should contain a history of the interested party, group, corporation, etc; the value and services provided to the community and how they wishes to participate. Monetary contributions are most valuable as a way to balance the operating expenses of the program. Non-monetary contributions will also be considered and may be used as an integral part of the program. Non-monetary contributions do not reduce the immediate needs for financial assistance to continue with this annual tradition and may be used with and in addition to monetary contributions.

The County of Allegheny, Department of Parks welcomes creative ways to enhance the Light Show, reduce expenses and increase the number of visitors to the light show and the mansion.

The County of Allegheny will consider single or multiple sponsorships, making every attempt not to create a conflict in products or services offered to the surrounding communities.

SUBMITTALS

All submittals should include any and all pertinent information about the corporation, organization, etc. along with additional documentation regarding requested media and advertising reorganization.

All proposals will be reviewed by a Selection Committee. Due to the nature of the program and the time involved in contract preparations, a Notice to Proceed letter will be prepared and mailed with specific contract language to the awardee in order to facilitate immediate involvement in the promotion of the Light Show. A formal contract will follow.

AWARD

Sponsor(s) should be prepared to make monetary contribution within 30 days from notice of award.

3. PRICE

3.0 NO MINIMUM REQUIRED

4. EVALUATION CRITERIA

4.0 Evaluation Process

All proposals are subject to be evaluated by the point-of-contact, the Acting Chief Purchasing Officer or an evaluation committee made up of County department representatives and/or an independent consultant.

The County uses the concept of “Best Value” in evaluating proposals. “Best Value” means the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs and most advantageous.

4.1 Additional Information

Suppliers to this RFP may be required to submit additional information that the County may deem necessary to further evaluate the supplier’s qualifications.

4.2 Award Criteria I

Suppliers are not to inflate prices in the initial proposal as cost is one of the factors in determining who may receive an award or be invited to formal negotiations.

Additionally, proposals will be based on:

- a) Response format as required by this RFP.
- b) Adequacy and completeness of proposal.
- c) Supplier’s understanding of the service.
- d) Compliance with the terms and conditions of the RFP.
- e) Experience in providing like services.
- f) Qualified staff.
- g) Methodology to accomplish tasks.
- h) Supplier’s specialized experience with the application involved.
- i) References which support successful prior experience.
- j) Supplier’s staff assigned to the service and their experience in successful implementation of the applications involved.
- k) Number of staff qualified to fulfill contract tasks.
- l) Supplier’s current workload with other customers with respect to available staff.
- m) Understanding of the nature of the work to be performed.
- n) Supplier’s demonstration of its understanding of the County’s objectives and innovation of their approach to solving requirements.
- o) Supplier’s track record for successful implementation of similar systems.
- p) Cost

4.3 Award Criteria II (Responsibility)

In determining the responsibility of a supplier, the following criteria will be considered:

- a) The ability, capacity and skill of the proposer to perform the contract or provide the services required.

- b) Whether the supplier can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c) The character, integrity, reliability, reputation, judgment, experience and efficiency of the proposer.
- d) The quality of performance on previous contracts or services.
- e) The previous and existing compliance by the supplier with laws and ordinances relating to the contract or service.
- f) The sufficiency of the financial resources and ability of the supplier to perform the contract or provide the service.
- g) The quality, availability and adaptability of the goods or services to the particular use required.
- h) The ability of the supplier to provide future maintenance and service for the use of the subject of the contract.
- i) The number and scope of the conditions attached to the proposal.
- j) Whether the supplier is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the supplier's County taxes or assessments are delinquent.
- k) Such other information that the County may secure that has a bearing on the decision to award the contract.

4.4 Final Award Process

A shortlist of top suppliers will be determined by the County. These short-listed suppliers may be scheduled for a structured oral presentation or interview. Any such presentations will be at no cost to the County. The County also reserves the right to visit the proposer's facilities, offices and warehouses. The oral interview may be recorded or video taped. At the end of the oral presentation/interview process, the evaluation of the shortlist respondents will be completed. At this time the supplier(s) deemed most advantageous to the County will be chosen.

5. TERMS OF CONTRACT

5.0 Period of Contract

July 1, 2010 through June 30, 2013, with three (3) additional one (1) year options upon mutual agreement of all parties.

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

ALLEGHENY COUNTY

M/W/DBE PARTICIPATION STATEMENT

**A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOALS OF 13%MBE AND 2%WBE
PARTICIPATION
AS OUTLINED IN THE 'MINORITY AND WOMEN BUSINESS ENTERPRISE
UTILIZATION AFFIRMATIVE ACTION" DOCUMENT**

THIS PACKET INCLUDES THE FOLLOWING:

- 1. ROAD MAP TO MAKING A GOOD FAITH EFFORT**
- 2. SOLICITATION AND COMMITMENT FORM**

**FAILURE TO COMPLETE AND SUBMIT EACH SHEET OF THE ENCLOSED SOLICITATION & COMMITMENT FORM
MAY BE SUFFICIENT CAUSE FOR BID REJECTION**

You may contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprise (M/W/DBE) at (412) 350-4309 with any questions regarding the completion of the required forms.

Road Map to Making a Good Faith Effort

Allegheny County expects all firms to demonstrate a good faith effort to include Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) when bidding on County contracts. Allegheny County has established specific goals for the utilization of MBEs and WBEs, which are 13% and 2% respectively. A good faith effort as defined by the Code of Federal Regulations (49CFR26) means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements. The following are examples of areas in which a good faith effort may be demonstrated:

- Example 1: If bidding as a manufacturer, are there aspects of the manufacturing process or material use in the manufacturing of the commodity that can be acquired from a certified M/W/DBE? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.
- Example 2: If bidding as a service provider or supplier/broker, are there aspects of the contract that can be performed by a certified M/W/DBE in areas of personnel, transportation, assembly or procurement of products, distribution or other aspects of the contract which can be subcontracted out? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.

If you are not successful in securing M/W/DBE participation after a “Good Faith Effort” is made, provide the following in your waiver request:

A detailed account of your efforts;
Your normal business practice and /or inventory profile; and
An active diversity plan/policy

****Certified M/W/DBEs can be found through the Pennsylvania Unified Certification Program website (www.paucp.com) and the Pennsylvania Department of General Services website (www.dgs.state.pa.us)****

ALLEGHENY COUNTY
M/W/DBE PARTICIPATION STATEMENT

Failure to complete this form and submit it with the bid may be sufficient cause for rejection of bid or proposal.

SOLICITATION AND COMMITMENT

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES

BID or RFP NUMBER	NAME OF BIDDER or PROPOSER	ADDRESS	PHONE NUMBER	
List below ALL M/W/DBE's that were solicited - whether or not commitment was obtained -- Copy this form as necessary				
MBE _____ WBE _____ DBE _____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			____ YES (IF YES GIVE DATE)	
COMPANY NAME		SOLICITATION METHOD	MONTH ____ DAY ____ YR ____ NO	
ADDRESS			AMOUNT COMMITTED	
CONTACT PERSON / PHONE #		QUOTE RECEIVED	\$ AMOUNT _____ % OF TOTAL BID _____	
		YES NO		
MBE _____ WBE _____ DBE _____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			____ YES (IF YES GIVE DATE)	
COMPANY NAME		SOLICITATION METHOD	MONTH ____ DAY ____ YR ____ NO	
ADDRESS			AMOUNT COMMITTED	
CONTACT PERSON / PHONE #		QUOTE RECEIVED	\$ AMOUNT _____ % OF TOTAL BID _____	
		YES NO		
MBE _____ WBE _____ DBE _____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED	COMMITMENT MADE	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:			____ YES (IF YES GIVE DATE)	
COMPANY NAME		SOLICITATION METHOD	MONTH ____ DAY ____ YR ____ NO	
ADDRESS			AMOUNT COMMITTED	
CONTACT PERSON / PHONE #		QUOTE RECEIVED	\$ AMOUNT _____ % OF TOTAL BID _____	
		YES NO		

Prepared by: _____ Signature: _____ Title: _____ Date: _____

**ALLEGHENY COUNTY
M/W/DBE PARTICIPATION STATEMENT (Waiver Request)**

NAME of BIDDER or PROPOSER : _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

SPEC NUMBER & TITLE: _____

IN ALL INSTANCES A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOAL AS OUTLINED IN SECTION 3.10.8.8 OF THE "MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS" DOCUMENT.

If you plan to perform the entire contract without using MWDBE subcontractors and/or suppliers or have not completely met the MWDBE goal of 13%MBE and 2% WBE, a detailed explanation of your normal business practice, operation and/or inventory profile, as well as an active company diversity plan/policy shall be included in your request for a waiver.

WAIVER OF THE M/W/DBE CONTRACT GOAL IS REQUESTED FOR THE FOLLOWING REASONS:

NOTE: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good Faith Effort".

Prepared by: _____ Signature: _____ Title: _____ Date: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS

1) MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) Goals

The County has established in connection with this contract, the specified goals in the Bid Form for the utilization of MBEs and WBEs. These goals remain in effect throughout the life of the contract.

2) Policy

It is the policy of the County that Minority and Women Business Enterprises as defined in this Document and Allegheny County MBE Participation Plan shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with County funds under this contract.

3) MBE and WBE Obligation

Take necessary and reasonable steps to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of County contracts.

4) Failure to Comply With MBE and WBE Requirements

Failure to carry out these requirements constitutes a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate. Failure to comply with MBE and WBE requirements will include but not be limited to failure to submit the Schedule of MBE and WBE Participation within the time requirements of these provisions for submission of required documents or failure to exert a reasonable good faith effort (as determined by the County for good faith efforts) to meet the established goals or failure to realize the MBE and WBE participation set forth in the approved Schedule of MBE and WBE Participation or failure to submit the Schedule of MBE and WBE in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

5) Subcontracts

Include the provisions of above paragraphs in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

6) Definitions

As used in this Document, the terms "Minority Business Enterprise," "Women Business Enterprise," "Minority," and "Owned and Controlled" are defined below:

- i) **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:
 - (a) Which is at least 51 percent owned by the one or more minority individuals, or, in the case of any corporation at least 51 percent of the stock of which is owned by one or more minority individuals and;
 - (b) Whose management and daily business operations are controlled by one or more of the minority individuals who own it.
- ii) **"Women Business Enterprise" or "WBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:

- (a) Which is at least 51 percent owned by the one or more female individuals, or, in case of any corporation at least 51 percent of the stock of which is owned by one or more female individuals; and
- (b) Whose management and daily business operations are controlled by one or more of the female individuals who own it.

iii) **Minority** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other disadvantaged or individuals found to be disadvantaged by Small Business Administration pursuant to Section 8(a) of the Small Business Act as amended. For convenience, these individuals and groups are referred to as “disadvantaged.” The County may make a rebuttable presumption that individuals in the following groups are minorities and socially and economically disadvantaged (use the certification appeals mechanism of 49 CFR, Part 26 as amended with respect to individuals alleged not to be minorities and socially and economically disadvantaged):

- (a) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- (b) “Hispanic Americans,” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- (c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (d) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- (e) “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan and Bangladesh.

iv) **“Owned and Controlled”** means a business:

- (a) Which is at least 51 percent owned by one or more minority or female persons, in case of a corporation, at least 51 percent of the stock of which is owned by one or more minority or female persons; and
- (b) Whose management and daily business operation are controlled by one of more such individuals.

7) **Counting MBE and WBE Participation Towards MBE and WBE Goals**

The utilization of MBEs and WBEs is in addition to other equal opportunity requirements of the contract. Count MBE and WBE participation toward meeting MBE and WBE goals as follows:

- (a) If a firm is determined to be an eligible MBE or WBE, the total dollar value of the contract awarded to the MBE or WBE counts toward the applicable MBE or WBE goal EXCEPT per provisions of this paragraph.
- (b) Count toward the MBE and/or WBE goal(s) a portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership and control of the MBE and/or WBE participant(s) in the joint venture.
- (c) Count the total dollar value of a contract with a business certified as both an MBE and WBE toward the WBE or the MBE goal but not to both. If a firm with such dual certification is employed choose the goal to which the total contract value is to be applied.
- (d) Count toward the MBE or WBE goal only expenditures to MBEs or WBEs that perform a commercially useful function in the work of a contract. As MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- (e) **Suppliers** count toward the MBE or WBE goal 60 percent of expenditures for materials and supplies required under the contract and obtained from an MBE or WBE regular dealer and count toward the MBE or WBE goal 100 percent of expenditures to an MBE or WBE manufacturer.
 - (i) An MBE or WBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies you purchase for the work.
 - (ii) An MBE or WBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
 - (iii) An MBE or WBE regular dealer is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. An MBE, WBE or DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
 - (iv) MBE or WBE brokers and MBE or WBE packagers are not regarded as MBE or WBE manufacturers or MBE or WBE regular dealers within the meaning of these provisions.
- (f) Count toward the MBE or WBE goal the following expenditures to MBE or WBE firms that are not MBE or WBE manufacturers or MBE or WBE regular dealers:
 - (i) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities

- (ii) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE or WBE hauler, MBE or WBE trucker, or MBE or WBE delivery service is not also the MBE or WBE manufacturer of or an MBE or WBE regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (iii) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (2) Any services to be performed by an MBE or WBE agency is required to be readily identifiable to the Contract.

8) Action Required by Contractor(s) at Bidding Stage and Prior to Award

If apparent low bidder MEETING or EXCEEDING the MBE and WBE goals, provide the following to the Chief Purchasing Officer by 4:00 P.M. of the seventh (7th) calendar day after notification:

- i) **Schedule of MBE and WBE Participation.** The designated area must be completed and signed by MBE/WBE firms(s) identified by the apparent low bidder/contractor as a participant(s) in the Contract prior to submission. The County reserves the right to contact any MBE/WBE firm(s) with regard to the authenticity of the documentation as stated on the schedule of MBE/WBE Participation form. Any evidence of fraudulent information submitted by the apparent low bidder/contractor with regard to the MBE/WBE participation is subject to disbarment from County work and/or possible legal action.
 - ii) **MBE and WBE Certification Application** for each uncertified MBE and WBE firm send original to County MBE and WBE Administrator, 204 County Office Building, Pittsburgh, PA 15219; send a copy to the Chief Purchasing Officer.
 - iii) **Information for Determining Joint Venture Eligibility** (PDT Form E0-352) for each joint venture with an MBE or WBE send original to County MBE and WBE Administrator; send a copy to the Chief Purchasing Officer.
- b) If apparent low bidder NOT MEETING the goals established by the County submit the MBE and WBE Goals Attainment Certification with you Bid Form and demonstrate good faith efforts to meet the MBE and WBE contract goals. Demonstrate that the efforts made were those that a contractor actively and aggressively seeking to meet the goals established by the County would make, given all relevant circumstances.
- i) You are expected to demonstrate good faith efforts by actively and aggressively seeking out MBE and WBE participation in the Contract to the maximum extent given all relevant circumstances. The following documentation represents the kinds of efforts that may be taken but is not deemed to be exclusive or exhaustive and the County will consider other related factors and types of efforts that may be relevant. Demonstrate then your good faith efforts and your diligent efforts to meet the specified MBE and WBE goals and make a concerted effort in that time between bid opening and your submittal (below) to meet MBE and WBE goals. Finally, provide to the Chief Purchasing

Officer on his request the information specified above as well as other relevant information including but not limited to the following by the time specified:

- (a) Documentation of efforts made to select portions of the work proposed to be performed by MBEs and WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate MBE and WBE participation. Selection of portions of work shall equal or exceed the goals for MBE and WBE utilization specified in the contract.
- (b) Written notification dated at least fifteen (15) calendar days prior to the opening of bids to individual MBEs and WBEs soliciting their participation in the contract as a subcontractor, regular dealer, manufacturer, consultant or service agency. Indicate in the notification the specific items or type of work involved.
- (c) Written notification to minority, women and disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of MBEs and WBEs, of the type of work, supplies or services being considered by MBEs and WBEs on this contract. See Allegheny County's MBE/WBE Business Directory for partial listing.
- (d) Documentation of efforts made to negotiate with MBEs and WBEs for specific items of work:
 - (i) The names, addresses, telephone numbers of MBEs and WBEs who were contacted in person or by phone, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MBEs and WBEs to determine with certainty whether the MBEs and WBEs were interested;
 - (ii) A description of the information provided to MBEs and WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - (iii) A statement of why additional agreements with MBEs and WBEs were not reached;
 - (iv) Documentation of contact with each MBE and WBE contacted but rejected and the reasons for the rejection.
- (e) Documentation to certify absence of any agreement between you and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders.
- (f) Documentation of efforts made to assist the MBEs or WBEs that need assistance in obtaining required bonding, insurance, or lines of credit required by you.
- (g) Documentation to certify that qualified MBEs and WBEs are not available, or not interested.
- (h) Documentation to certify attendance at any meetings scheduled by the County or others to encourage better Contractor-MBE/WBE relationships, forthcoming MBE and WBE utilization opportunities, etc.

- (i) Documentation to certify advertisement in general circulation media, trade association publications, disadvantaged-focus media of interest for MBEs and WBEs and area of interest.
 - (j) Documentation of efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of MBEs and WBEs.
- (2) Consider the following NOT valid justification for failure to meet the MBE and WBE contract goals:
- (a) Failure to contract with a MBE or WBE solely because the MBE or WBE was unable to provide performance and/or payment bonds.
 - (b) Rejection of reasonable MBE or WBE bid or quotation based on price alone.
 - (c) Equipment idled by contract with a MBE or WBE.
 - (d) Failure to contract with an MBE or WBE because the MBE or WBE will not agree to perform items of work at the unit price bid.
 - (e) Rejection of an MBE or WBE because of its union or non-union status.
 - (f) Failure to contract with an MBE or WBE because you normally would perform all or most of the work in the contract.
 - (g) Restricting efforts to mailing of letters.
- (3) When the documentation required above is not provided by the apparent low bidder on request within the time specified, the bid will be rejected and the next apparent lowest responsible bidder will be notified by the Chief Purchasing Officer to provide the form, Schedule of MBE and WBE Certification, and as applicable an MBE and WBE Certification Application and Information for Determination of Joint Venture Eligibility by 4:00 P.M. of the seventh (7th) calendar day after notification.

9) Action to be Taken by the County Before Award.

If the apparent low bidder meets the MBE and WBE contract goals and other contract requirements, the County will award to that bidder. If any MBE or WBE listed is not certified by the County at the time the County desires to award a contract, the County may issue a conditional award to the apparent low bidder.

- i) To ensure that its MBE and WBE program benefits only firms owned and controlled by MBEs and WBEs, the County has established that eligibility of business enterprises as MBEs and WBEs or as joint ventures involving MBEs and WBEs will be based on the County's MBE and WBE listing.
- ii) By identifying an entity as an MBE or WBE you represent to the County that, to the best of your knowledge, information, and belief, that entity so identified is certified as a MBE or WBE on the County's MBE and WBE listing or is eligible for certification as such prior to award or prior to MBEs or WBEs commencement of work in the case of a conditional award.

- iii) The County will confirm your certification of MBEs and WBEs and reserves the right to make such inquiry and require such substantiation as the County, in its discretion, deems appropriate to enable it to determine whether a given entity is an MBE or WBE or is eligible for certification as such. The burden of proving that an entity identified by you as an MBE or WBE is not in fact certified as an MBE or WBE and that MBE or WBE is not eligible to be so certified prior to award or prior to that MBE's or WBE's commencement of work in the case of a conditional award, and if it appears that your error was made in good faith, then the County may permit you to, within ten (10) calendar days of notice of such error, identify new subcontractors, suppliers, or manufacturers which are in fact certified as MBEs or WBEs or which qualify for certification prior to award or prior to the MBE's or WBE's commencement of work in case of a conditional award.
- iv) If the apparent low bidder meets other contract requirements but fails to meet the MBE and WBE contract goals, the County will review the apparent low bidder's MBE and WBE data and its documentation of good faith efforts and diligent efforts to meet the MBE and WBE contract goals. If its efforts are deemed satisfactory, the Chief Purchasing Officer will recommend award.
- v) If the County cannot accept the apparent low bidder's documentation of good faith efforts and diligent effort, the bid will be considered non-responsive and the County will notify the apparent low bidder that its bid is being rejected. The County will then notify the next apparent lowest responsible bidder on the Contract to provide to the Chief Purchasing Officer the information outlined in Paragraph 3.10.8.8.1 above by 4:00 P.M. of the seventh (7th) calendar day after notification. Proposal and appropriate MBE and WBE data will be evaluated by the County. If the County, during the review of the bidder's MBE and WBE data and diligent efforts documentation, has questions, it will contact the bidder for clarification.

10) Action to be Taken by the County After Award

To ensure that your obligations regarding MBEs and WBEs are met, the County will review your MBE and WBE program and its implementation during the life of the contract.

- i) **Sanctions:** Upon completion of the work the County will review the actual MBE and WBE participation realized and make a determination regarding your compliance with these specifications:
- ii) In the event you are found to be in non-compliance the County may impose sanctions that it deems appropriate.
- iii) The County may impose sanctions for unwarranted shortfalls in the approved goal.
- iv) Make appeals of sanctions imposed pursuant to the Certification Regulations.

11) Action Required by Contractor After Award.

When the County approves a Schedule of MBE and WBE Participation with less MBE and WBE participation than the goals, continue efforts to increase MBE and WBE participation and to meet the goals after award.

- i) Ensure that the firms listed on the form, Schedule of MBE and WBE Participation, do not commence work until they are certified.

- ii) If, for any reason during the life of the contract, it is necessary to replace a MBE or WBE that is unable to perform successfully, make a good faith effort and diligent effort to recontract that work with another MBE or WBE or subcontract other work items to MBE or WBE firms to makeup the MBE or WBE shortfall. If the projected MBE or WBE participation on an approved Schedule of MBE and WBE Participation exceeds the goal amount for the contract, without counting the amount committed to the defaulting MBE or WBE then no contract shortfall exists and you need not replace the defaulting MBE or WBE. In compliance with the above adhere to the following procedure:
- iii) Notify the County immediately in writing of the MBE's or WBE's inability to perform and intent to obtain a substitute MBE or WBE if an MBE or WBE contract shortfall exists.
- iv) When you learn an MBE or WBE is unable to perform successfully and the original schedule of MBE and WBE Participation amount cannot be met provide the County with a revised Schedule of MBE and WBE Participation (show total paid/due, if any, to defaulting MBE or WBE), completed certification form for each uncertified MBE or WBE, and additional good faith efforts and diligent efforts documentation by 4:00 P.M. of the seventh (7th) calendar day thereafter. The County will evaluate this documentation. The County will contact you if it has questions during its review of your good faith efforts and diligent efforts documentation.
- v) During the seven (7) calendar day period specified in subsection 3.c, plus an additional period for County processing of the revised schedule of MBE and WBE Participation you may continue the defaulted work with your own forces to maintain the scheduled progress of the work.
- vi) If the County cannot accept your good faith efforts, or, if you fail to comply with these provisions, that will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.
- vii) When additional and/or extra work is necessary and the original contract amount exceeds \$150,000 the MBE and WBE contract goals apply to that additional and/or extra work each time the cumulative net dollar value of additional and/or extra work either exceeds \$100,000 or is greater than 10 percent of the original contract amount. Provide a revised Schedule of MBE and WBE Participation to the Chief Purchasing Officer and comply with the following procedures:
- viii) Contact available MBE and WBE referral sources and qualified MBEs and WBEs in an effort to contract the required percentage of the additional and/or extra work or subcontract other work items with MBEs and WBEs.
- ix) Provide the Chief Purchasing Officer with a revised Schedule of MBE and WBE Participation and good faith effort information by 4:00 P.M. of the seventh (7th) calendar day after notification that the additional and/or extra work is approved.
- x) The County will evaluate your good faith efforts information. Again the County will contact you if it has questions during review of your good faith effort information.
- xi) Bring to the attention of the County, in writing, any situation in which regularly scheduled progress payments are not made to MBE and WBE sub-contractors, suppliers, or service agencies.

12) Records and Reports

Keep such records as are necessary to determine compliance with your MBE and WBE obligations. Design these records to indicate:

- (1) The number of minority, women, disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies and the type of work or materials or services performed on or incorporated in Contract.
 - (2) The progress and efforts made in seeking out minority, women, and disadvantaged contractor organizations and individual minority, women, and disadvantaged contractors for work on The Contract to increase the MBE and WBE participation and/or to maintain MBE and WBE participation levels on the Schedule of MBE and WBE Participation anytime a subcontractor, supplier, or service contract is contemplated during the life of the contract. Do this, as a minimum, anytime a contract with a subcontractor, regular dealer, manufacturer, consultant, or service agency is contemplated during the life of this contract.
 - (3) Documentation of correspondence, contacts, telephone calls, etc., to obtain the services of MBEs and WBEs on The Contract.
- ii) Submit a monthly MBE and WBE Report on County form to Chief Purchasing Officer no later than 5 working days after the end of the month. Indicate on/attach with the MBE and WBE Report:
- (1) Contracts awarded to MBEs and WBEs noting type of work, supplies or services, original and final amount of each contract awarded to each firm, and contract execution dates.
 - (2) The actual amount paid each MBE and each WBE during the calendar month and paid to date.
 - (3) A copy of the executed subcontract, purchase order, or agreement for the month during which such actions occur.
 - (4) (On completion of each MBEs and WBEs work) Paid invoices or certification attesting to actual amount paid each MBE and each WBE and an explanation of difference between actual amount paid and award amount if any.
- iii) Maintain records for a period of three years following acceptance of final payment. Make records available for inspection by the County.

13) Specific Equal Employment Opportunity (EEO) Responsibilities

General - To effectively implement specific EEO requirements, the following provisions pursuant to Executive Order 11246 and the General Conditions will apply to the performance of the Contract. Include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- i) **Equal Employment Opportunity Office** - Designate and make known to County contracting officers, an equal employment opportunity officer (EEO Officer) who shall have the responsibility for and be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

- ii) **Dissemination of Policy** - Make members of staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, fully cognizant of, and fully involved in implementation of the equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. At a minimum take the following actions to ensure that the above agreement is met:
 - iii) Conduct periodic meetings of supervisory and personnel office employees before the start of work and not less often than once every six months thereafter to review and explain equal employment opportunity policy and its implementation. Insure that the EEO Officer or other knowledgeable company official conducts the meetings.
 - iv) Ensure that new supervisory or personnel office employees are thoroughly indoctrinated by the EEO Officer or other knowledgeable company official on your equal employment opportunity obligations within thirty (30) days following their reporting for duty.
 - v) Ensure that the EEO Officer or appropriate company official instructs personnel who are engaged in direct recruitment for the Contract in procedures for locating and hiring minority group employees.
 - vi) Take the following actions to insure that your equal employment opportunity policy is passed on to employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc:
 - (1) Place notices and posters setting forth equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) Bring equal employment opportunity policy and procedures to implement policy to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- vii) **Recruitment** - When advertising for employees, include in advertisements for employees the notation: "An equal Opportunity Employer." Publish such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the Contract work force would normally be derived.
- viii) Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, identify, through the EEO Officer, sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred for employment consideration.
- ix) Observe the provisions of valid bargaining agreements providing for exclusive hiring of referrals to the extent that the system permits compliance with equal employment opportunity contract provisions (the U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).

- x) Encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to employees. Discuss information and procedures with regard to referring minority group applicants with employees.
- xi) **Personnel Action** - Establish and administer wages, working conditions, and employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, or national origin. Adhere to the following procedures:
- xii) Conduct periodic inspections of Contract sites to ensure that working conditions and employees facilities do not indicate discriminatory treatment of Contract site personnel.
- xiii) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- xiv) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, include all affected persons in such corrective action.
- xv) Promptly investigate all complaints of alleged discrimination in connection with obligations under the contract; attempt to resolve such complaints, and take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, take corrective action to include such other persons. Upon completion of each investigation, inform every complainant of his avenues of appeal.
- xvi) **Training and Promotion** - Assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- xvii) Consistent with work force requirements and as permissible under Federal and State regulations, make full use of training program, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a Provision for trainees is provided in the Supplementary Conditions, this subparagraph will be superseded.
- xviii) Advise employee and applicants for employment of available training programs and entrance requirements for each.
- xix) Periodically review the training and promotion potential of minority group and women employees and encourage eligible employees to apply for such training and promotion.
- xx) **Unions.** If reliant in whole or in part upon unions as a source of employees, use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Take actions either directly or through a Contractor's association acting as agent to include:
- xxi) Use of best efforts to develop, in cooperation with unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

- xxii) Use of best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- xxiii) Obtaining information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information, so certify to the County and set forth what efforts have been made to obtain such information.
- xxiv) In the event the union is unable to provide a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, fill, through independent recruitment efforts, the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)
- xxv) In the event that union referral practices prevent your meeting the requirements of these Supplementary Conditions, immediately notify the County.
- xxvi) **Subcontracting.** Use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Obtain lists of approved MBE & WBE firms from the County.
- xxvii) Use best efforts to ensure subcontractor compliance with these equal employment opportunity obligations.
- xxviii) **Records and Reports.** Keep records as are necessary to determine compliance with the equal employment opportunity obligations. Design the records to indicate:
 - xxix) The number of minority and non-minority group members and women employed in each work classification on the Contract.
 - xxx) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applies only to contractors who rely in whole or in part on unions as a source of their work force).
 - xxxi) The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and
 - xxxii) The progress and efforts being made in securing the services of minority group subcontractor or subcontractors with meaningful minority and female representation among their employees.
 - xxxiii) Retain records for a period of three years following completion of the contract work and make records available at reasonable times and places for inspection by authorized representatives of the County.

xxxiv) Submit a report each month after the contract begins for the duration of the Contract, indicating the work hours, number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. Report this information on County Form MBE/WBE Status Report, in accordance with the instructions included thereon.

xxxv) **E.E.O. Covered Area.** For the purpose set forth in these Supplementary Conditions and Executive Order 11246 the covered area for this Contract is as follows:

xxxvi) For Contractors who are signatory to the Hometown Plan the covered area is Allegheny County, which is within the Economic Area of Pittsburgh, PA., as listed in Appendix C of Executive Order 11246, which is attached to these Specifications.

xxxvii) For Contractors who are NOT signatory to the Hometown Plan the covered area is Allegheny County which is within the Economic Area of Pittsburgh, PA and shall be included under the Pittsburgh, PA 6.3 percent goal in Appendix B of Executive Order 11246.

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 Below)

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

(Required Information)

Minority Or Women Owned

☐ Yes ☐ No

If Yes, select the ethnicity and gender of the vendor below:

- ☐ Asian Pacific American
- ☐ Black American
- ☐ Hispanic American
- ☐ Native American
- ☐ Subcontinent Asian American
- ☐ Non-Minority Woman
- ☐ Other

If Yes ☐ Male ☐ Female

Certified By: ☐ PAUCP ☐ PADGS ☐ Non PA Certification
(Attach copy of Certification)

Non-Profits including Faith Based Organizations:

- ☐ Faith Based Non-Minority
- ☐ Faith Based Minority
- ☐ African American Non-Profit
- ☐ Other Non-Profit

Outreach Manager Interface

☐ Yes ☐ No

Industry Classification by NAICS Code

Primary Industry _____

Secondary Industry (if applicable) _____

*If code is not known go to <http://www.census.gov/epcd/naics02/naicod02.htm> 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 Allegheny County department with which you do business is known, 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
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons 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.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO SUPPLIERS

PREAMBLE - (Supplier: 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. Suppliers or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals, failure to do so will be at the supplier'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, proposals on all solicitations issued by the Division of Purchasing and Supplies will bind suppliers to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1) SIGNATURES –

The proposal shall be signed on page two (2) by an individual authorized to bind the company and execute contracts on its behalf.

2) NUMBER OF PROPOSALS – Supplier shall submit TEN (10) photocopies of the proposal (they shall be in the same envelope). Any price discrepancy shall result in Allegheny County accepting the lowest (or most advantageous) price.

3) PROPOSAL SUBMISSIONS - This proposal shall be completed, signed and submitted to the Allegheny County Division of Purchasing and Supplies. Copies needed for the supplier's records are the responsibility of the supplier. Each response must be in a separate sealed envelope with both the RFP number and opening date plainly visible on the envelope. Proposals must be received at the place, time and date specified. Suppliers are responsible to assure each proposal is properly marked and timely delivered. The County assumes no financial obligations for preparation and submittal of proposal. Supplier shall be solely responsible for understanding the specifications and requirements.

4) RECEIPT OF PROPOSALS –The Division of Purchasing and Supplies may receive proposals solicited as a result of RFP's issued by the Division of Purchasing and Supplies. No proposals shall be handled so as to permit disclosure of the identity of any supplier or the contents of any proposal to competing proposers during the process of negotiation. A register of proposals shall be prepared containing the name of each supplier, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

5) RFP ALTERATIONS –

- a) Any alterations and/or deletions to the RFP form as received by Allegheny County may be grounds for rejection of the proposal, in whole or in part. In completing the RFP documents, supplier should not add, delete or vary any of the terms or conditions of any documents prepared by the County. If the supplier makes any substantial changes in any of the documents, the County may reject the proposal. If the supplier makes insubstantial changes, the County may, in its discretion, either reject the proposal or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original RFP documents. Supplier warrants that all goods and services described by supplier in its proposal and all samples submitted by supplier to the County shall conform to the Specifications. The Chief Purchasing Officer may waive insubstantial errors in the proposal and specifications.
- b) Supplier is permitted to scan RFP documents, in order to computer generate responses. Supplier 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.

- 6) **ERRORS AND BULLETINS (AMENDMENTS)** - If any alleged errors are noted in the RFP specifications, supplier should immediately notify the County and, if confirmed, a bulletin shall be sent to all suppliers. A copy of all bulletins issued shall be submitted with the proposal documents to the County.
- 7) **CLARIFICATION** -The County reserves the right to request clarification of any proposal prior to award.
- 8) **PROPOSAL PRICES HELD** - Contracts shall be awarded within ninety (90) days of the proposal opening unless an extension is agreed to, in writing, between the Supplier and the County.
- 9) **ASSIGNMENT** - Supplier shall have no right or power to assign or delegate any rights or duties pursuant to a resulting contract 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 a resulting contract, and supplier shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that supplier would have been obligated if no assignment or delegation had been made.
- 10) **QUALIFIED PROPOSALS** - All suppliers must be merchants dealing in the goods and services on which they propose, and must be qualified to advise as to their application and use. Suppliers 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 proposals.
- 11) **SAMPLES** - By submitting a proposal, the supplier agrees to deliver to the County, at the County's request and at no cost to the County, samples of any goods or workmanship proposal upon. Said samples will not be returned to the supplier. 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.
- 12) **UNIQUE PROPOSALS** - No supplier may submit more than one proposal for the same item, nor may he submit multiple proposals by or through the agency of any partner, employee or other person.
- 13) **PRE-PRINTED TERMS AND CONDITIONS** – Supplier's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the proposal and/or supplier's specifications material and contract documents will be disregarded.
- 14) **NEW MATERIAL** - Unless otherwise provided in the Specifications, all goods to be supplied to the County shall be from new, unused, current stock.
- 15) **ESTIMATED QUANTITIES** - Unless otherwise provided in the RFP, any references in the RFP 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 supplier to provide more or less than the estimated quantity or frequency, or to purchase none at all.
- 16) **DELIVERY POINT** - Unless otherwise provided in the RFP, 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.
- 17) **DELIVERY TIME** - Unless otherwise provided in the RFP, the successful supplier shall provide all goods and services within thirty (30) days from the date of the County's request therefore.
- 18) **FIRM, FIXED PRICING** - Unless otherwise provided in the RFP, all prices shall remain fixed throughout the term of the contract, and proposals containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all proposals may be judged. In arriving at the proposal price, the supplier 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 proposal.

19) 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 proposal 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.

20) PRICE EXTENSION DISCREPANCIES - In case of discrepancy between the prices listed by the supplier for separate items or single units, and the total price, the item or unit prices shall prevail.

21) TAX EXEMPT - The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, supplier should not include any such taxes in its calculations or in the prices proposed.

22) CONFORMANCE TO RFP - Supplier agrees and warrants that whenever the supplier, in its proposal, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the RFP. The unauthorized use of any patented articles is done entirely at the risk of the successful supplier.

23) AWARD CRITERIA AND BASIS FOR REJECTION - Unless otherwise provided in the RFP, 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 supplier shall be the lowest responsible, responsive supplier 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 supplier 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 supplier 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 proposal of any supplier who has previously failed to satisfactorily perform any obligations to the County or is otherwise deemed not to be a responsible supplier.
- b) The County reserves the right to reject all proposals, if it determines that such rejection is in the best interest of the County.

24) PIGGYBACKING - It is understood that the goods and services described in the RFP may be purchased by the County and any other municipal bodies as set forth in the RFP and supplier 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 supplier.

25) SOLICITATION ONLY – This RFP 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.

26) WORKMEN'S COMPENSATION ACT - Supplier 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.

27) EXAMINATION OF FINANCIAL RECORDS - Supplier shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this proposal 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 RFP and any resulting contract. The supplier shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The supplier 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. Supplier's books, records, program and financial records, documents and other evidence pertaining to services provided under this proposal and any resulting contract shall be preserved and made available for a period of three (3) years following the termination of this proposal 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 supplier'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 supplier, to the County's sole satisfaction, within thirty (30) days after the supplier's receipt of written notice of such deficiencies. Failure of the supplier to comply with the provisions set forth in this paragraph may constitute a violation of this proposal and any resulting contract and, at the County's sole discretion, may result in the County withholding future payments.

28) FATAL PROPOSAL ERRORS – The following errors shall be deemed fatal and render the proposal void:

- a) Failure to sign the proposal, 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 procedure free of favoritism and fraud and a common standard for all suppliers.

29) PERFORMANCE BONDS - Whenever a performance bond is required, the supplier 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 supplier shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

30) 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 RFP, its suppliers consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Suppliers may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Suppliers 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/mwdbbe/index.asp for assistance in identifying qualified MBE and WBE firms.

31) CONTRACT - By submitting a proposal, the supplier warrants that if the County makes an award to the supplier, supplier 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 RFP, Bulletins (if applicable), RFP, and these Instructions to Suppliers. If no proposal bond or substitute is required and supplier fails or refuses to execute the required documents within thirty (30) days after award by County, supplier shall pay to the County the difference in the amount specified in supplier's proposal and the amount County shall pay to fulfill the RFP.

32) 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 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.

33) 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.

34) BRAND NAME OR EQUAL ITEMS – Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict suppliers 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.

35) "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.

36) INDEMNIFICATION CLAUSE –

a) Supplier agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Director, 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. Supplier 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. Supplier'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) Supplier 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.

37) 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.

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

B U L L E T I N - N O . 1

FOR

RFP FOR SPONSORSHIP FOR THE COUNTY OF ALLEGHENY LIGHT SHOW AT HARTWOOD
ACRES

RFP-6390
April 9, 2010

The purpose of this Bulletin is to correct the **RFP** as follows:

RFP due Wednesday, May 5, 2010, not Friday, May 5, 2010.

Pre-Proposal Meeting is scheduled Thursday, April 22, 2010, not Tuesday, April 22, 2010.

(As listed on the original posted document on BidNet)

Proposers shall correct the **RFP** and submit prices accordingly.

This bulletin is to be signed and submitted to the Division of Purchasing and Supplies with the original Proposal.

Date

Company (Print Name)

MUST BE SIGNED HERE: _____