



DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES  
FRANK ALESSIO, III, CPPB, PURCHASING AGENT  
412-350-6918  
ROOM 206 COURTHOUSE  
436 GRANT STREET  
PITTSBURGH, PA 15219

**REQUEST FOR PROPOSAL**

**FOR**

**FOOD AND REFRESHMENT  
NORTH PARK ICE SKATING RINK II**

**SPECIFICATION NO. 5677**

**SITE INSPECTION:** All interested parties are invited to attend a site inspection scheduled for September 22, 2005 at 10:00 A.M. at the NORTH PARK ICE SKATING RINK.

**RFP DUE DATE:** Friday, September 30, 2005 @ 10:00 AM  
County of Allegheny Division of Purchasing and Supplies  
436 Grant Street,  
Room 206 Courthouse  
Pittsburgh, PA 15219

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## **REQUEST FOR PROPOSAL (RFP)**

**RFP NUMBER: RFPS5677**

**TITLE: RFP for Food and Refreshment North Park Skating Rink II**

**DUE DATE: Friday, September 30, 2005 at 10:00 A.M.**

**ADVERTISING DATE: Friday, September 16, 2005**

**DESCRIPTION: Proposal to provide Food and Refreshment for North Park Skating Rink of Allegheny County.**

The undersigned hereby offers to provide 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 Chief Purchasing Officer.

**FULL LEGAL COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**INTERNET E-MAIL ADDRESS:** \_\_\_\_\_

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## **1.0 GENERAL INSTRUCTIONS TO PROPOSALS**

### **1.0 Purpose of Request of 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 **FOOD AND REFRESHMENT CONCESSION IN NORTH PARK ICE SKATING RINK OWNED BY ALLEGHENY COUNTY, PENNSYLVANIA**. 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 supplier(s).

### **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 of Allegheny. 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 responsive 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.

### **1.3 Proposal Delivery, Time and Date**

Separate and sealed proposals in response to this Request for Proposal (RFP) for **FOOD AND REFRESHMENT CONCESSION IN NORTH PARK ICE SKATING RINK OWNED BY ALLEGHENY COUNTY, PENNSYLVANIA**, shall be due by Friday, September 30, 2005 to the County of Allegheny Division of Purchasing & Supplies, Room 206 Courthouse, 436 Grant Street, Pittsburgh, PA 15219 .

Proposals received after 10:00 a.m. will be returned unopened, no exceptions.

The County of Allegheny (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.

### **1.4 Proposal Submissions**

Suppliers are requested to submit five (5) copies of their proposal and samples, if required. Suppliers 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 **FOOD & REFRESHMENT NORTH PARK ICE SKATING RINK II, Specifications Number 5677** are to appear on the outside of the envelope or container. Proposals will be accepted in person, by U.S. Mail, by UPS, or by private courier service. **NO Proposals will be accepted via oral or e/mail communication, telephone or fax transmission.**

### **1.5 Clarification of Requirements**

It is the intent and purpose of the County that this Request for Proposal for **FOOD AND REFRESHMENT CONCESSION IN NORTH PARK ICE SKATING RINK OWNED BY ALLEGHENY COUNTY, PENNSYLVANIA** permit competitive proposals. It shall be the supplier's responsibility to advise the purchasing agent 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 County of Allegheny Division of Purchasing and Supplies 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 Request for Proposal (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, Purchasing Agent  
County of Allegheny  
Division of Purchasing and Supplies  
Room 206 Courthouse  
436 Grant Street  
Pittsburgh PA 15219  
Fax: 412-350-6918, E/mail: [falessio@county.allegheny.pa.us](mailto:falessio@county.allegheny.pa.us)

### **1.6 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 Division of Purchasing and Supplies. At the request of the supplier, or in the event the Division of Purchasing and Supplies deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Division of Purchasing and Supplies. Such addendum issued by the Division of Purchasing and Supplies will be sent to all suppliers receiving the original Request for Proposal (RFP) and 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 County of Allegheny Division of Purchasing and Supplies 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 of Allegheny. 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 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.

### **1.7 Examination of Documents and Requirements**

Each supplier 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 supplier shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the supplier from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

### **1.8 Minority, Women or Disadvantaged Business Enterprise (MWDBE) Requirements.**

The County hereby notifies all suppliers that in regard to any contract entered into pursuant to this RFP, MWDBE's will be afforded 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. No set-asides or special proposal provisions are given to DBE suppliers.

A listing of MWDBE's certified by the county can be found at [www.county.allegheny.pa.us/mwdb](http://www.county.allegheny.pa.us/mwdb).

### **1.9 Conflict of Interest**

The supplier 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 supplier certifies and represents to the County that the supplier 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.

### **1.10 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.

All costs related to the preparation and submission of a proposal shall be paid by the supplier.

## **2. SCOPE OF CONTRACT**

### **2.0 Scope of Work**

The scope of any maintenance programs, management and operating procedures, etc. is at the option of the Provider. The Providers to propose improvements, maintenance and management practices which will at least guarantee that the facilities will be maintained in their present condition. It is the County's desire that successful Providers will maintain the facilities, improve maintenance, increase public usage, and provide or increase a stream of revenue to the County through the effective operation of the facility or facilities.

## **3. EVALUATION CRITERIA**

### **3.0 Evaluation Process**

All proposals are subject to be evaluated by the purchasing agent, the Chief Purchasing Officer or an evaluation committee made up of County department representatives and/or 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.

### **3.1 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.

### **3.2 Award Criteria I**

All proposals will be evaluated based on the following:

- a) Substantial successful experience in food and refreshment concessions.
- b) Demonstrated knowledge and understanding of the scope of work.
  - c) Substantial representations regarding the supplier(s) qualifications and demonstrated skill and the technical capabilities and professional competence of the supplier and assigned personnel.
  - d) Fees.

### **3.3 Award Criteria II**

Cost – 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:

- Response format as required by this RFP.
- Adequacy and completeness of proposal.
- Supplier's understanding of the service.
- Compliance with the terms and conditions of the RFP.
- Experience in providing like services.
- Qualified staff.
- Methodology to accomplish tasks.
- Supplier's specialized experience with the application involved.
- References which support successful prior experience.
- Supplier's staff assigned to the service and their experience in successful implementation of the applications involved.
- Number of staff qualified to fulfill contract tasks.
- Supplier's current workload with other customers with respect to available staff.
- Understanding of the nature of the work to be performed.
- Supplier's demonstration of its understanding of the County's objectives and innovation of their approach to solving requirements.

- Supplier's track record for successful implementation of similar systems.

### **3.4 Award Criteria III**

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

- a. The ability, capacity and skill of the bidder 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 bidder;
- 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; and
- k. Such other information that the County Purchasing Agent may secure that has a bearing on the decision to award the contract.

### **3.5 Final Award Process**

A short list 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 prospective successful supplier'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 short list respondents will be completed. At this time the supplier(s) deemed most advantageous to the County will be chosen.

## **4. TERMS OF CONTRACT**

### **4.0 Period of Contract**

The period of contract shall be for three (3) years – October 15, 2005 and ending April 30, 2008. The county reserves the right to determine the precise opening and closing dates.

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

**REQUEST FOR PROPOSALS**  
**FOR**  
**FOOD AND REFRESHMENT**  
**NORTH PARK ICE SKATING RINK II**

**Spec. # 5677**

The County of Allegheny, Department of Parks is soliciting proposals for a concession contract to manage, maintain and operate food and refreshment concession at NORTH PARK ICE SKATING RINK facilities which is owned and operated by Allegheny County, Pennsylvania.

Responses shall be made upon letterhead stationery and all references to numbers will be stated both in writing and figures. The signature will be an original in long hand, without alteration or erasure. The term "Provider" means any person who makes a written proposal pursuant to this Request for Proposals (RFP).

Providers should respond in a format that addresses the elements set forth in the "Proposal Presentation Requirements" section of this document.

The county encourages innovative and creative Proposals. Proposals that set forth service enhancements and facility improvements at no cost to county taxpayers are most desirable.

**An original and four (4) copies of each proposal must be delivered to:**

**\*\*\***

**Allegheny County Courthouse**  
**436 Grant Street**  
**Division of Purchasing and Supplies, Room 206**  
**Pittsburgh, PA 15219**

Separate and sealed Proposals will be received at the Allegheny County Courthouse, 436 Grant Street Division of Purchasing and Supplies, Room 206, Pittsburgh, PA until **10:00A.M.**, prevailing time, **Friday, September 30, 2005.**



Allegheny County does hereby reserve the right to request proposals from Providers that it deems to be best suited for the intended purposes at any time within or beyond the final date for submissions under this RFP. Allegheny County also reserves the right to waive all informalities in awarding any contract or contracts that are in the best interests of the County of Allegheny. Any questions regarding this Request for Proposals may be submitted in writing to the attention of Peter J. Wagner, Parks Division, 542 Forbes Avenue, Room 518E, Pittsburgh, PA 15219. (412-350-3167)

## **OBJECTIVE**

The County of Allegheny is obtaining proposals from providers who are interested in providing the management and operation of a facility located in NORTH PARK. Providers are invited to submit proposals indicating interest in providing management and operation of this food concession. Allegheny County is seeking to establish managed competition for provision of the services that it provides. It intends to select the most responsible service providers to deliver services of the highest quality for the lowest cost. Proposals will be evaluated against benchmarks set by current County services, contracts, and the overall indirect cost of providing these services.

The facility for which the county is requesting a proposal is:

### **ICE SKATING RINK – NORTH PARK**

**Ice-Skating Rink is located in NORTH PARK**

**Site Inspection: September 22, 2005 @ 10:00 A.M. at the NORTH PARK ICE SKATING RINK:**  
Kummer Road, Pittsburgh, PA 15101

This facility includes operation of food and beverage concession.

The County of Allegheny, Pennsylvania (“County”) requests proposals from interested parties to operate the facility or facilities on a day to day basis under lease or contract. Responders are invited to assess the operating needs of the facilities and submit a proposal which addresses the items set forth in the “Proposal Presentation Requirement” included in this document. Proposals should guarantee superior services to residents of the County and clarify the responder’s qualifications to provide such services. Specific references, including contact names, telephone numbers and addresses, must be included.

A Review Committee will review responses to this RFP and Providers may be invited to submit additional proposals based on their response to this RFP.

Allegheny County believes that the information provided in this RFP is accurate. However, the County of Allegheny, its officers, agents and employees assume no responsibilities for errors and omissions which may be contained herein.

## **PROPOSAL PRESENTATION REQUIREMENTS**

### **RFP for FOOD AND REFRESHMENT CONCESSION IN NORTH PARK ICE SKATING RINK OWNED BY ALLEGHENY COUNTY, PENNSYLVANIA.**

The Provider will set forth full, accurate and complete information as required by this section and other sections of this RFP. Any material misrepresentation in the Provider's response could result in termination of consideration of the proposal, or any other appropriate administrative sanctions and/or legal actions.

All proposals must address all relevant elements of these Requirements.

#### **Requirements and Objectives**

- A. Requirements of Proposals: Form of Submission
  - 1. Submit at least one original and four (4) copies in one (1) sealed envelope.
  - 2. Specify which recreational facility (ies) the Providers is/are proposing to operate on the cover of the proposal.
  - 3. Only proposals received prior to the deadline (as set forth on the RFP cover) shall be considered.
  - 4. Elaborate brochures or other representations or presentations beyond those sufficient to present a complete, effective response are not desired. Proposals of a size and nature as to be easily photocopied are encouraged.

#### **Scope of Proposal**

The scope of any maintenance programs, management and operating procedures, etc. is at the option of the Provider. The Providers to propose improvements, maintenance and management practices which will at least guarantee that the facilities will be maintained in their present condition. It is the County's desire that successful Providers will maintain the facilities, improve maintenance, increase public usage, and provide or increase a stream of revenue to the County through the effective operation of the facility or facilities.

#### **SCOPE OF SERVICE**

Proposal shall contain appropriate information on all of the following elements (unless they can demonstrate to be not relevant to the proposed contracted or leased service):

- A. Operations, Finances, Insurance and Transition Planning:
  - 1. Proposals shall include an operational plan showing maintenance programs, customer service standards, staff levels, building operations (if applicable), instructional programs, performance standards, promotional and marketing plans, projections for annual number of visitors/customers over the proposed term of the agreement and assumptions regarding price/menu fees charged.
  - 2. Proposals shall include a financial plan showing investments, assumed operational costs, debt service, revenue projections, profit projections for the Provider, and percentages paid to the County as rent, if any. If there are subcontractors, the same information must be provided for them.

3. Specify the name of the Provider organization or individual(s) and identity of any controlling shareholders or owners.
4. For joint ventures, specify the contribution and estimate the percentage of the total work to be performed by each participant, including which of the participants is designated the principal contractor.
5. All certified minority business and women's business enterprises are encouraged to submit proposals. The County will not discriminate in the selection process against any individuals or firms on the basis of race, color, gender, physical handicap, or national origin.
6. The Provider shall take out and maintain comprehensive/commercial general liability insurance during the life of the contract. The provider shall also provide comprehensive motor vehicle liability insurance if deemed necessary by the County Solicitor's Office. This insurance shall include but may not be limited to the following: a) contractual liability on a blanket basis or specifically covering this contract, b) contractual products/completed operations c) County of Allegheny and its agents, officers and employees shall be named as additional insured on the comprehensive/commercial general liability insurance.
7. The Provider shall furnish comprehensive motor liability insurance at a combined single limit of \$500,000 for bodily injury and property damage as required by the County Solicitor.
8. The Provider shall provide Workers' Compensation Insurance as required by law, or by evidence that they have qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.
9. No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.
10. The Provider shall be responsible to require subcontractors to comply with all of the insurance requirements of the lease/operating agreement.
11. Proposals shall include a staffing plan and reviewers will look more favorably on proposals that include a wage and benefit proposal with the staffing plan.
12. The successful bidder must, upon 30-day notification, utilize the soft drink supplier as chosen by the County as the official soft drink supplier for all county facilities and business'.
13. The contract period shall be for three (3) years, October 1, 2005 through April 30, 2008.

**B. QUALIFICATIONS AND EXPERIENCE**

1. Providers shall supply a list of clients for whom it has supplied similar services within the last five years. The list shall include contact names, addresses, and telephone numbers. The same information shall be provided for any subcontractors.
2. Providers shall demonstrate corporate effectiveness in the form of a narrative or its record of accomplishment in performing services similar to this being proposed.

**C. CAPITAL IMPROVEMENTS OF THE FACILITES (SHOULD THE PROVIDER PROPOSE)**

1. Design and proposals for capital improvements shall include plans for ongoing maintenance and shall include an explanation of how the proposed capital improvements will minimize the cost of maintenance.
2. A timetable for capital improvements must be included and expenditure estimates for each phase of the improvements must be included.

3. The capital improvements' design /architect must have experience in the design of facilities which are similar in use to those which are proposed. Names of facilities and contact persons at previously designed facilities shall be included with the proposals.
4. Proposed construction and/or maintenance contractors shall be included in the proposal and a list of similar facilities on which the contractors has worked in the last five years shall be included.
5. The impact of capital improvements on the ability of the public to use the facility must be discussed.

The County, prior to commencing work, shall approve plans for all phases of the Capital Improvements Program. The County shall review and approve all design phases (schematic, design development and final), as well as inspect ongoing construction for compliance with proposed plans. The ongoing documentation of construction and/or maintenance expenditures shall be required. It is also possible that Providers will be required to meet code enforcement, zoning and other local Ordinance requirements imposed by municipalities in which the facilities are located.

## **SELECTION PROCESS**

- A. The County shall select an individual or organization to manage and operate the facilities based on economics, professional qualifications, documented experience managing similar facilities, and experience of essential personnel. Consideration shall also be given to the following factors:
  1. Performance evaluations on similar projects.
  2. Familiarity with management and marketing of similar facilities.
  3. Qualifications of essential staff involved in operations unique to the facility.
  4. Any special or unique expertise.
  5. The safety record of the Provider' operations in the past five years.
  6. Provision of a program of "community commitment" which recognizes that the facility to be operated is publicly owned and a responsibility exists to serve all residents of the County to the fullest extent possible.
  7. Maintenance standards to be guaranteed by the provider in the facility.
  8. Customer service standards to be used in facility operations.
  9. Proposed marketing to both youth and adults with a plan to reach all segments of the County population if applicable.
  10. Extent, schedule and format of revenue sharing with the County and/ or suggested cost reductions to the County where possible.
  11. Experience of the Provider in the operation of recreational or park facilities previously operated by a government.
- B. Decisions regarding the selection of the successful response to the RFP will be made in the follow manner:
  1. A review committee will be formed by the County to address the contracted operation of these facilities.
  2. The review committee will read each proposal, interview Providers, contact references, visit properties, and consult with appropriate expertise outside of the committee members as deemed necessary by each or all members of the committee.
  3. The review committee or its representatives may conduct further discussions with Providers for the purpose of assuring full understanding of, and responsiveness of each RFP response. The review Committee shall make a recommendation of Responders deemed to be qualified.

COMPANY NAME: \_\_\_\_\_

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NORTH PARK ICE SKATING RINK II

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4. The County reserves the rights to further negotiate with a single or limited number, of Responders.
5. The County reserves the right to reject any and all RFP responses at its sole discretion.

#### **GENERAL PROVISIONS (SHOULD THE PROVIDER PROPOSE)**

The County must review and approve all design phases (schematic, design development and final), as well as inspect ongoing construction for compliance with plans. Documentation of all construction expenditures will be required.

1. Adherence to all applicable local, state and federal laws and regulations will be required through all phases of the project and/or terms of the agreement. These include, but are not limited to design, construction and operational permits.
2. Financial plans should assume that title to the assets of the facilities shall remain the property of the County with no additional compensation after the year term of the Lease/Agreement.
3. Potential Providers wishing to have additional information, inspect the facilities or clarify any outstanding questions should contact Peter J. Wagner, Operations Manager, Parks Division (412) 350-3167, as the person of contact. Attempts to influence the decision by contacts with other members of the review committee could result in the Provider's disqualification. The County reserves the right to circulate any and all submitted questions to all RFP responders.

**PERIOD OF CONTRACT:** Three (3) years – October 15, 2005 and ending April 30, 2008. The county reserves the right to determine the precise opening and closing dates.

**REVENUES TO THE COUNTY:** The County will only entertain bids received with a lump sum **minimum payment of \$ 2,000.00 plus an escalation clause.**

#### **ATTENDANCE FIGURES FOR 2001- 2003**

	<b>ADULT</b>	<b>CHILDREN</b>	<b>SENIOR</b>	<b>TOTAL</b>
<b>2001</b>	<b>16,011</b>	<b>13,848</b>	<b>228</b>	<b>30,085</b>
<b>2002</b>	<b>14,661</b>	<b>13,405</b>	<b>180</b>	<b>28,246</b>
<b>2003</b>	<b>10,824</b>	<b>9,499</b>	<b>145</b>	<b>20,468</b>

## NOTES OF IMPORTANCE

- A. HOURS OF SERVICE – The hours of service to the patrons of the ice skating rink shall be the same as those established for the operation of the rink. The concession shall be open for business and maintain hours the same as the operational hours of the rink.
- B. EQUIPMENT – Bidder shall examine the equipment at the site and recognizes the age and condition of said equipment. Bidder shall be SOLELY responsible for providing additional equipment and utensils as needed to operate the facility. The county **SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY EQUIPMENT, COUNTY OWNED OR PRIVATELY OWNED.**
- C. REPORT OF REVENUES – shall include revenues earned from the sale of refreshments from vending machines, games of amusement and/or chance, revenues earned from the sale of skating equipment, materials and supplies and private parties. All said revenues must be reported daily and listed as a separate revenue line items.
- D. SOFTDRINK – the bidder must use the services of the soft drink vendor as selected by the county.
- E. FOOD/BEVERAGE VENDING MACHINES – The County reserves the right to limit the number of food/beverage machines at this location. The Vendor shall not have more than 2 beverage machines (one hot beverage & one cold beverage) and one snack machine.
- F. GAMES OF AMUSEMENTS – The County reserves the right to limit the number of amusement games. The vendor shall have no more than 6 amusement games. Offensive games/violent games shall not be permitted.
- G. CONTRACT TERM – The term of this contract shall be for three years.
- H. MINIMUM BID ACCEPTED – In consideration of the grant of the exclusive right and privilege of operating the Concession, The County will entertain a lump sum payment of no less than \$2,000.00 plus activation of an escalation clause

**DUE DATE:** Friday, September 30, 2005 at 10:00 A.M.

**NUMBER OF COPIES:** One original and four (4) copies

**SEND RESPONSE TO:** Allegheny County Courthouse–  
436 Grant Street  
Division of Purchasing and Supplies, Room 206  
Pittsburgh, PA 15219

**CONTACT PERSON:** Peter J. Wagner (412) 350-3167/2462 or FAX 350-2672

COMPANY NAME: \_\_\_\_\_

RFP for FOOD AND REFRESHMENT

NORTH PARK ICE SKATING RINK II

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## **EXPERIENCE & QUALIFICATIONS QUESTIONNAIRE**

The Bidder must complete all information as contained on this questionnaire in order to evaluate the Bidder's ability to perform the scope of services as requested by these specifications. If a particular question is not applicable to the Bidder's organization or experience, the Bidder should enter "not applicable" in the appropriate space. Bidders should feel free to add additional information for explanation to any particular question by attaching such information on an additional sheet of paper.

### **I. GENERAL INFORMATION**

A. Name of Bidder \_\_\_\_\_

B. Business Organization Information

\_\_\_\_\_  
(Corporation, Partnership, Joint Venture, Sole Proprietorship)

C. Principal Office Address \_\_\_\_\_

Official Representatives \_\_\_\_\_

\_\_\_\_\_

### **II. CORPORATE INFORMATION**

A. Date of Incorporation \_\_\_\_\_

B. State of Incorporation \_\_\_\_\_

C. Corporate Officers \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Statutory Agents in the Commonwealth of Pennsylvania (if Applicable)

(1) Name \_\_\_\_\_

(2) Address \_\_\_\_\_

E. Name and address of each stockholder holding in excess of 10 percent (10%) of the outstanding common stock in the corporation with a specific listing of the percentage and/or amount of stock held by each individual and/or company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

RFP for FOOD AND REFRESHMENT

NORTH PARK ICE SKATING RINK II

SPEC. #5677.

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### **III. PARTNERSHIP INFORMATION**

A. Date of Organization \_\_\_\_\_

B. Name and address of each partner including a listing of whether such partners are a general, limited, special or other type of legally recognized partner:

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### **IV. JOINT VENTURE INFORMATION**

A. Date of Organization \_\_\_\_\_

B. Name and address of each business entity and/or individual which comprise the Joint Venture Bidding in this matter:

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C. List the financial interest of the above referenced members of the Joint Venture:

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**V. SOLE PROPRIETORSHIP INFORMATION**

- A. Name of Business Owner \_\_\_\_\_
- B. Date of commencement of business \_\_\_\_\_
- C. List any other individual, partner or business entity having a financial interest in this business:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**VI. EXPERIENCE INFORMATION**

Give a statement of the Bidder's experience in conducting refuse removal services including, but not limited to, the numbers of years in which the Bidder has conducted such business activities as well as a summary of the gross monetary volume of business conducted on an annual basis for the last five (5) years in the refuse removal service business. Annual gross volume of business should be the amount of money, on an annual basis, which the Bidder has received from any third parties in consideration for refuse removal services provided on their behalf:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- A. List specifically the number of years of experience in the refuse removal business:
- \_\_\_\_\_
- B. List the current municipal authorities or other governmental entities for which the Bidder has conducted refuse removal services within the last five (5) years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VI. EXPERIENCE INFORMATION, Continued**

- C. List a general summary of the equipment owned, leased, or otherwise maintained by the bidder in order to complete the scope of services as required by these specifications:

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- D. The Bidder should list the information regarding its landfill operations, including whether such landfill operations are owned and operated by the Bidder or whether the Bidder has a contract to utilize any landfill operations of any other third party entity.

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- E. The Bidder should submit the exact names, addresses, and other information regarding at least five (5) present or former clients who may be contacted by the County for purpose of assessing the nature and quality of the refuse removal services provided by the Bidder to other individuals:

(1) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

(2) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

(3) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

**VI. EXPERIENCE INFORMATION, Continued**

(4) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

(5) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

(6) Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

I, \_\_\_\_\_, being a duly authorized representative of  
\_\_\_\_\_, the Bidder in this matter, hereby declare  
that the information and statements as contained on this Qualification/Experience Questionnaire is true  
and correct to the best of my knowledge information, and belief. Executed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2005.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

7/14/2005

# Allegheny County Vendor Creation Form

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

☐ Add ☐ Change Supplier No. \_\_\_\_\_

## Company Information

## Federal Tax ID (TIN)

Company Name (Please type or print) \_\_\_\_\_

W-9 must be submitted

### (Required Information)

#### Type of Service Provided

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

#### Type of Commodity Provided

(Please Describe)

- ☐ Rent \_\_\_\_\_
- ☐ Care Giver \_\_\_\_\_
- ☐ Legal \_\_\_\_\_
- ☐ Medical \_\_\_\_\_

### (Required Information)

#### Minority Owned

☐ Yes ☐ No

If Yes ☐ MBE ☐ DBE ☐ WBE ☐ Veteran-Owned

Certified By: \_\_\_\_\_ (Attach copy of Certification)

## Industry Classification by NAICS Code

Primary Industry \_\_\_\_\_

Secondary Industry (if applicable) \_\_\_\_\_

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

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

(Please type or print)

Company Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address Line 1 \_\_\_\_\_ Fax Number \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

**(Required Information)**

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

Supplier/Payee Name \_\_\_\_\_  
(Please type or print)

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

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

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

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**Allegheny County Departmental Contact**

**Supplier/Payee Contact Name**

Name \_\_\_\_\_

Name \_\_\_\_\_

Telephone No \_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No \_\_\_\_\_

Fax No \_\_\_\_\_

E-Mail Address \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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# 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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			+			+		
or								
Employer identification number								
			+					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of	Date ▶
	U.S. person ▶	

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

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

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

### Exempt From Backup Withholding

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia 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 –**

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

**2) NUMBER OF PROPOSALS –** Supplier shall submit one (1) original and four (4) 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/mwdbe/index.asp](http://www.county.allegheny.pa.us/mwdbe/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.

TY Revised 8/2005