

GENERAL INSTRUCTIONS TO BIDDERS

1. General: Separate and sealed bids for Commercial Window Cleaning Services for County Buildings for Westmoreland County will be received at the Office of the County Controller, 2 North Main Street, Suite 111, Greensburg, Pennsylvania 15601 until 2:00 P.M. on Tuesday July 7, 2020.

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

Bids will be opened and read aloud on at approximately 2:15 P.M Tuesday July 7, 2020.

2. Submission of Bids: An original and two (2) copies of the Official Bid Form must be submitted in a sealed envelope, and addressed to the Westmoreland County Controller and clearly marked on the outside of the envelope with the Bidder's name and address and the designation:

“RE-BID – COMMERCIAL WINDOW CLEANING SERVICES FOR COUNTY BUILDINGS”

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

3. Bid Security: Each bid must be accompanied by a certified, good faith check drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania, cashier's check, or by a bid bond with corporate surety, in the amount of ten percent (10%) of the grand total bid price. Bid bonds must be signed by an authorized representative of both the bidder and the surety company, and accompanied by a power of attorney authorizing execution of the bond on behalf of the surety company, or the bid will be rejected.
4. Performance bond: The successful bidder will be required to furnish a bond guaranteeing performance of the contract, with sufficient surety in the amount of fifty percent (50%) of the amount of the contract within fifteen (15) days of the date of written notice of award of the contract.

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

5. Tax Exemptions: The County is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade law, and the Pennsylvania sales and use tax for purchase of tangible personal property. The registration number with the Internal Revenue Service is 25-6001046. No Exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of a construction contract. If the County is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.

6. IRS W-9 Form: The successful bidder will be required to complete an Internal Revenue Service Form (W-9) providing the bidder's taxpayer identification number and, if applicable, certification regarding backup withholding and submit the completed (W-9) Form along with the executed contract which is attached hereto as Attachment "A".
7. Right to Accept or Reject Bids: The Westmoreland County Commissioners reserve the right to waive informalities for the best interest of the County, approve sufficiency of surety and reject any and all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be written in ink; typing or printing is not acceptable. Bidders must include all information required on the Official Bid Form. Failure to comply may be cause for rejection of the bid. Award of the contract will be made at the County's option to the lowest responsible bidder.
8. Approved Equal (Where Applicable): Whenever a product is defined in this invitation by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitution is requested. When a "no substitute" is requested, the County will consider bids for the referenced item only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the County, is of such character, quality and performance equivalence as to meet the standard of quality of items specified for which it is to be used equally as well as that specified. The bidder quoting on a commodity other than as specified shall furnish complete identification on the bid proposal of the product he is offering by trade name brand and/or model number. The bidder shall also furnish descriptive literature and date with respect to the alternative commodity he proposed to furnish. Bidders offering an alternate shall also indicate any known specification deviations from the referenced item.
9. Unit Prices: In the event Unit Prices are required, the County reserves the right, should there be any discrepancy, inconsistency or difference between the Unit Price(s) and Total Price(s), to choose the lowest of the prices listed and the vendor shall be bound to provide the goods and/or services in question at the lower cost. The County reserves the right to award contracts for individual items, groups or combined award as may be in the County's best interest.
10. Withdrawal of Bids: Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for thirty (30) days following the bid opening, and no bids will be permitted to be withdrawn during such period. Bids will be awarded or rejected within thirty (30) days from opening. In the event award of Bid cannot be made within thirty (30) days from date of Bid Opening, bidders will be afforded the opportunity to extend their bid for an additional thirty (30) days by completing and submitting to the County a Consent to Extension of Date for Bid Award Form, a copy of which is attached hereto as Attachment "B".
11. Provisions Required by Law Deemed Inserted: Each and every Provision of law and

clause required by law to be inserted in the Contract for this project will be deemed to be inserted therein and the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

12. More Than One Bid: If more than one bid is offered by any one bidder, in his own name, or in the name of his agent, partner, or other person, all bids submitted by such bidder shall be rejected.
13. Insurance: During the term of this contract, the Contractor shall maintain in effect insurance policies covering the following:
 - 1) General Liability- \$500,000 per person, \$1,000,000 per occurrence of personal injury; \$500,000 per person, \$1,000,000 per occurrence of property damage.
 - 2) Automobile - \$500,000.
 - 3) Workmen's Compensation – In amounts required by law.

Proof of Insurance must be provided along with Performance Bond.

14. Non-Discrimination Clause: The successful bidder will be required to comply with the terms of the attached Non-Discrimination Clause herein marked Attachment "C."
15. Contractor Integrity Clause: The successful bidder will be required to comply with the terms of the attached Contractor Integrity Clause herein marked Attachment "D."
16. Subcontractor: The County shall have the right to approve subcontractors prior to the commencement of their work. Any approved subcontractor does not relieve the bidder of full compliance with the specifications. The bidder will be responsible for all work performed under these specifications whether the Bidder performs the work himself or through a subcontractor.
17. Addenda to Specifications: During the bidding period, the County may issue written Addenda to each person, firm, or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the bid proposal, and such Addenda shall become part to the specifications and contract. Bidders who secure Bid Specifications via the Internet are cautioned to verify if Addenda have been issued by the County prior to submission of bid. The County assumes no responsibility to notify any prospective bidder of Addenda to Bid Specifications that are secured via the Internet.
18. Additional Work: No additional work shall be done unless agreed to in writing by the County.
19. Term of Agreement: Term of this Agreement is for three (3) years and shall begin on

August 1, 2020 through July 31, 2023.

20. Termination of Contract: Should the County determine at any time during the term of the Agreement that the quality of the Window Cleaning Service is in the County's opinion sub-standard, the County will notify the Vendor of same and expect the quality of service to be improved. Should the quality of the Window Cleaning Services continue to be sub-standard and repeated requests for improvement are not achieved, the County reserves the right to terminate the Agreement by giving a sixty (60) day written notice to Vendor.
21. Payment: The County will make payment to the successful bidder on a quarterly basis following receipt of invoice for all locations except the Westmoreland Manor which shall be paid upon receipt of invoice for bi-monthly service.

All invoices are to be submitted to: John Stevenson
Westmoreland County Public Works Department
2 North Main St. Suite 15
Greensburg, PA 15601

22. Contact Person: Specification questions should be directed to the following:
 - Westmoreland Manor - Ed Kohl (724) 830-4054
 - Courthouse, Courthouse Square, Courthouse Square Extension, - John Stevenson (724) 853-4623
 - Public Works Building, Donohoe Center, J. Roy Houston Conservation Building and Westmoreland County Juvenile Detention Center - Pat Stefanon (724) 689-5629
23. Working Hours: Work shall be done on this job during normal business hours, Monday Through Friday 8:30am to 4:00pm.
24. In accordance with Pennsylvania's "Right to Know" Laws, (Act 3 of 2008; **65 PS 67.101 et seq**), the County may make available for viewing or provide copies of all bids received and all associated contract documents following awarding of same.
25. The submission of a Bid shall constitute and establish the Bidders intent to enter into a binding contract with Westmoreland County for the goods or services solicited. Additionally, should any bid submitted contain defect(s) that in the County's opinion, is of a non-material nature, the Bidder agrees that by the submission of a Bid, Bidder will correct any defect(s) upon request of the County.
26. For all Public Works Projects in excess of \$25,000.00, the successful bidder shall be required to strictly follow and comply with all provisions of the Public Works Employment Verification Act **43 PS § 167.1** and PA Code Regulations at **66.1 – 66.9**.

RE - BID SPECIFICATIONS FOR COMMERCIAL WINDOW CLEANING SERVICES FOR COUNTY BUILDINGS

Window cleaning of County Buildings includes the Courthouse building, Courthouse Annex building, Courthouse Extension building, Westmoreland Manor building, Westmoreland Juvenile Detention Center building, Public Works building, Donohoe Center building and the J. Roy Houston Conservation District building in accordance with the attached specifications.

1. WESTMORELAND MANOR

A. A, B, C and D WINGS:

1. Clean all windows inside and out plus entrances and spandrel glass between floors bi-annually.

B. CONDITIONS EXISTING

1. All operable windows except in office areas and first floor have a pin to restrict patients from opening the windows. These pins can readily be removed with a small drift pin for access. The pins must be reinstalled if removed.
2. There are chains to restrict the opening of some windows. There are approximately fifteen (15). They can be released with a screwdriver. They must be reinstalled if removed.

C. GENERAL CONDITIONS

1. Window cleaning personnel must register daily with the Director of Maintenance at Westmoreland Manor before cleaning the windows and register upon departure and shall comply with Westmoreland Manor policies, rules and regulations while on the premises.
2. During cold or inclement weather, considerations shall be given to the health of the patients occupying rooms where windows are opened for cleaning.
3. Any unsafe window conditions are to be reported to the Director of Maintenance. This includes, but is not limited to: broken glass, missing safety pins, or window latches which are not working properly.

2. COURTHOUSE

- A. All exterior building windows are to be cleaned inside and outside on a Bi-annual basis. The windows located in the dome and the circular spandrel glass are excluded.

- B. Window cleaning personnel must register with Maintenance Department upon arrival before cleaning windows and register upon departure.

3. COURTHOUSE ANNEX

- A. All exterior building windows are to be cleaned inside and outside on a bi-annual basis. This will also include all entrance glass, spandrel glass between floors, transoms and all glass doors.
- B. All mirrored portions of the four (4) framed mirrors located in the Courthouse Annex lobby to be cleaned on a bi-annual basis.
- C. Window cleaning personnel must register with Maintenance Department upon arrival before cleaning windows and sign out upon departure.

4. COURTHOUSE EXTENSION

- A. All exterior building windows are to be cleaned inside and outside on a bi-annual basis. This will also include all entrance glass and glass doors.
- B. Window cleaning personnel must register with the Maintenance Department upon arrival before cleaning windows and sign out upon departure.
- C. Exterior of Glass Atrium will be cleaned bi-annual. The aluminum is to be wiped down twice a year with an approved cleaner. Interior windows will be cleaned twice a year in the atrium.

5. WESTMORELAND COUNTY JUVENILE DETENTION CENTER

- A. All windows and doors are to be cleaned on a bi-annually basis. This includes all entrance glass and glass doors.
- B. Exterior of Glass Atrium will be cleaned bi-annual. The aluminum is to be wiped down twice a year with an approved cleaner. Interior windows will be cleaned twice a year in the atrium.
- C. Window cleaning personnel must register with the Receptionist upon arrival before cleaning windows and sign out upon departure.

6. PUBLIC WORKS BUILDING

- A. All windows and glass doors are to be cleaned on a bi-annual basis. This includes all entrance glass and glass doors.
- B. All mini blinds to be dusted on a bi-annual basis.
- C. Window cleaning personnel must register with the Receptionist upon arrival before cleaning windows and sign out upon departure.

7. DONOHOE CENTER

- A. All exterior building windows to be cleaned inside and outside on a bi-annual basis. This will also include all entrance glass and glass doors. Also includes all windows and doors inside and outside.
- B. Window cleaning personnel must register with the Donohoe Center Director upon arrival before cleaning windows and sign out upon departure.

8. J. Roy Houston Conservation Building

- A. All exterior building windows to be cleaned inside and outside on a bi-annual basis. This will also include all entrance glass and glass doors. Also includes all windows and doors inside and outside at the Barn.
- B. Window cleaning personnel must register with the building Secretary in the J. Roy Houston Building upon arrival before cleaning windows and sign out upon departure.

OFFICIAL RE-BID FORM (PAGE 1 OF 2)

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

BIDS MUST BE ITEMIZED AS FOLLOWS:

Item 1: Westmoreland Manor

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 1 – Westmoreland Manor
(Total all 3 years)

Subtotal Bid \$ _____

Item 2: Courthouse

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 2 – Courthouse
(Total all 3 years)

Subtotal Bid \$ _____

Item 3: Courthouse Annex

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 3 – Courthouse Annex
(Total all 3 years)

Subtotal Bid \$ _____

Item 4: Courthouse Extension

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 4 – Courthouse Extension
(Total all 3 years)

Subtotal Bid \$ _____

Item 5: Westmoreland County Juvenile Detention Center

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 5 – Westmoreland County JDC
(Total all 3 year)

Subtotal Bid \$ _____

Item 6: Public Works Building

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____
Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 6 – Public Works Building
(Total all 3 years)

Subtotal Bid \$ _____

OFFICIAL RE-BID FORM (PAGE 2 OF 2)

Item 7: Donohoe Center

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 7 – Donohoe Center

(Total all 3 years)

Subtotal bid \$ _____

Item 8: J. Roy Houston Conservation Center

Year 1 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Year 2 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Year 3 price per cleaning \$ _____ x 2 = Annual Bid \$ _____

Item 8 – J. Roy Houston Conservation Center

(Total all 3 years)

Subtotal bid \$ _____

GRAND TOTAL 3 YEAR BID PRICE

\$ _____

(Items 1 through 8 combined subtotals)

NAME OF BIDDER (Type or print)

ADDRESS

AUTHORIZED SIGNATURE

AFFIX CORPORATE

SEAL HERE

(If bidder is

A corporation)

PRINT NAME AND TITLE OF SIGNER

AREA CODE & TELEPHONE

FAX NUMBER

Bidder is a (check one):

_____ **Corporation incorporated in the State of** _____

_____ **General Partnership**

_____ **Limited Partnership**

_____ **Limited Liability Company**

_____ **Sole Proprietorship**

_____ **Other (specify)** _____

ATTACHMENT B

CONSENT TO EXTENSION OF DATE FOR BID AWARD

BID TITLE/PROJECT: _____

BID OPENING DATE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

CURRENT CONTRACT AWARD DEADLINE: _____

EXTENDED CONTRACT AWARD DEADLINE: _____

The Board of Commissioners of Westmoreland County, Pennsylvania, hereby requests the undersigned Bidder to consent to a thirty (30) day extension of the date for the award of a contract for the above bid/project.

According to Section 1802 (e) of the County Code, the contract must be awarded or all bids rejected within thirty (30) days of the opening of the bids, but thirty (30) day extensions of the date for the contract award may be made by mutual written consent of the Commissioners and any Bidder who wishes to remain under consideration for the award. By law, any Bidder who declines to consent to such extension of the date for contract award must be excused from consideration for the contract, and such Bidder's bid security must be released without penalty.

The undersigned Bidder wishes to remain under consideration for award of the above contract, and hereby consents to the Commissioners' request for a thirty (30) day extension of the date for the award of a contract for the above bid/project.

COUNTY OF WESTMORELAND
BOARD OF COMMISSIONERS

BIDDER:

Sean Kertes, Chairman Date

By: _____
Authorized Signature

Douglas W. Chew Date

Print Name and Title

Gina Cerilli Date

Date Signed by Bidder

ATTACHMENT "C"

NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1) CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2) CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3) CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4) It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6) CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7) CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the Commission.

8) CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9) CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11) CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Source: 16 Pa.Code§49.101

ATTACHMENT "D"
CONTRACTOR INTEGRITY

A. Definitions:

1) "**Confidential information**" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Westmoreland.

2) "**Consent**" means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

3) "**Contractor**" means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

4) "**Financial Interest**" means:

a) Ownership of more than 5% interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) "**Gratuity**" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County or the Commonwealth of Pennsylvania.

E. The Contractor, shall not, in connection with this or any other agreement with the County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.

F. Except with the consent of the County and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

G. Except with the consent of the County and the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

J. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.

K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have under the law, statute, regulation, or otherwise.