ALLEGHENY COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF PURCHASING AND SUPPLIES
ROOM 201 COUNTY OFFICE BUILDING

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

1) **SIGNATURES** -
   a) If you are trading as an individual, you must insert your full name, business address and residence address in the body of the bid and you must sign on the line indicated for individual principal.

   b) If you are trading as a partnership, individual names of all the partners must appear in the body of the bid and all members of the partnership must execute the bid on the lines indicated for partnership principals. If needed, additional lines may be added on the signature page. Be sure to include your full business address.

   c) If you are trading as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be signed by the president (or vice-president) and attested by the official secretary (or assistant secretary) and the corporate seal must be affixed on the lines indicated for corporate principal. If the contract is executed or attested by any other than the officers set forth, the bid must be accompanied by a power of attorney carrying certification of current date. The Power of Attorney may have either a live or a facsimile signature. If the corporation has no corporate seal or it is unavailable, a handwritten or adhesive seal shall appear following the corporate name with a statement that no corporate seal exists or that it is unavailable.

   d) A corporation must also complete a certificate of corporate principal for the persons executing the bid, which must be signed by the secretary, and the corporate seal affixed. Instead of such certification, you may attach corporate records indicating authority of the person signing, which must be certified by the secretary or assistant secretary with corporate seal affixed, to be true copies.

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

3) **BID SUBMISSIONS** - All bids must be submitted electronically. No bids shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

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

5) **BID ALTERATIONS** –
   a) Any alterations and/or deletions to the bid form as received by Allegheny County shall be grounds for rejection of the bid, in whole or in part. In completing the bidding documents, bidder should not add, delete or vary any of the terms or conditions of any documents prepared by the County. If the bidder makes any substantial changes in any of the documents, the County shall reject the bid. If the bidder makes insubstantial changes, the County may, in its discretion, either reject the bid or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original bidding documents. Bidder warrants that all goods and services described by bidder in its bid and all samples submitted by bidder to the County shall conform to the specifications. The Deputy Chief Purchasing Officer may waive insubstantial errors in the bid and specifications.

   b) Bidder is permitted to scan bidding documents, in order to computer generate responses. Bidder shall not in any

way change or alter any of the text of the document, however any necessary changes, revisions or clarifications, should be noted in parenthesis at the end of the text. If there are any discrepancies, the original County text shall prevail.

6) **BID ERRORS** - If a Bidder submits a bid with a price that is patently incorrect, such that a "reasonable person" would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the County the reason for the mistake and request that the County not consider the bid or line item for award.

7) **SPECIFICATION ERROR AND BULLETINS (AMENDMENTS)** - If any alleged errors are noted in the bid specifications, bidder should immediately notify the County and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted electronically with the suppliers bid.

8) **CLARIFICATION** - The County reserves the right to request clarification of any bid before bid award.

9) **BID PRICES HELD** - Contracts shall be awarded within ninety (90) days of the bid opening unless an extension is agreed to, in writing, between the bidder and the County.

10) **ASSIGNMENT** - Bidder shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Deputy Chief Purchasing Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and bidder shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that bidder would have been obligated if no assignment or delegation had been made.

11) **QUALIFIED BIDDERS** - All bidders must be merchants dealing in the goods and services on which they bid and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

12) **SAMPLES**

a) By submitting a bid, the bidder agrees to deliver to the County, at the County's request and at no cost to the County, samples of any or all items upon which the bidder bid. Said samples shall not be returned to the bidder. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County otherwise would have with respect to the quality of goods or workmanship. County shall specify the quantity of samples. If bidder inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the bidder shall provide a detailed written explanation to the County and have a legitimate reason for the exchange. The bidder shall have only one opportunity to perform such an exchange.

b) County, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within bid specification. County shall indicate to bidder that it desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines shall be followed:

(1) Laboratory/testing facility used shall be pre-approved by County;
(2) Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
(3) County and bidder shall immediately communicate upon County's request for testing to determine which laboratory/testing facility shall be used, as well as the time frame in which tests are to be conducted and reported to County;
(4) The laboratory which tests the samples shall report its results directly to both County and bidder.

13) **PRE-PRINTED TERMS AND CONDITIONS** - Bidder's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder's specifications material and contract documents shall be disregarded and have no effect.

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 specifications, any references in the specifications to quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all.

16) **DELIVERY POINT** - Unless otherwise provided in the specifications, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania, which the County may designate. All deliveries are to be F.O.B. point of delivery.

17) **DELIVERY TIME** - Unless otherwise provided in the specifications, the successful bidder shall provide all goods and services within thirty (30) days from the date of the County's request therefore.

18) **FIRM, FIXED PRICING** - Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged. In arriving at the bid price, the bidder shall take into consideration all discounts for cash and all other credits and allowances. Any discount or other uncalled for allowance quoted will not be considered in making the award and may be the cause for the rejection of the bid.

19) **PROMPT PAYMENT DISCOUNT** -

a) Unless otherwise specified in this solicitation, prompt payment discounts requiring payment in fewer than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the supplier does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
c) For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

20) **LATE INVOICES** - For any award resulting from this invitation for bid, bidder shall submit invoices to the County within 90 days of delivery of goods or completion of services. County reserves the right to reject and not pay any and all invoices that are submitted more than 90 days after delivery of goods or completion of services.

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

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

23) **CONFORMANCE TO SPECIFICATIONS** - Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.

24) **AWARD CRITERIA AND BASIS FOR REJECTION** - Unless otherwise provided in the specifications, the County may award on an item-by-item basis, on a lump sum basis or on a combination of items basis, whichever is in the best interest of the County. The successful bidder shall be the lowest responsible, responsive bidder meeting specifications, with full consideration of cost, quality and performance. Such considerations may include, but not be limited to: superior product quality or functionality; demonstrated experience and whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference; the quality of performance of previous

contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; special skills; staff training and financial strength. The Deputy Chief Purchasing Officer reserves the right to award on a "multiple-criteria" or "best-value" basis.

a) The County reserves the right to reject the bid of any bidder who has previously failed to perform satisfactorily any obligations to the County or is otherwise deemed not to be a responsible bidder.

b) The County reserves the right to reject all bids, if it determines that such rejection is in the best interest of the County.

25) PIGGYBACKING - It is understood that the goods and services described in the specifications may be purchased by the County and any other municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the bidder.

26) SOLICITATION ONLY - This Invitation for Bid is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

27) WORKMEN'S COMPENSATION ACT - Bidder agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.

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

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

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

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

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 specifications, its bidders consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Bidders may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Bidders are encouraged to contact the Allegheny County Department of Equity and Inclusion at 412-350-4309 or review the web site at https://www.alleghenycounty.us/equity-inclusion/index.aspx for assistance in identifying qualified MBE and WBE firms.

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

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

company on the Ineligible Source List:

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

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 bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

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 has a value of $30,000 or less,
d) If the Deputy Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

36) FORCE MAJEURE - Neither bidder nor the County shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an award resulting from this invitation for bid is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.

37) INDEMNIFICATION CLAUSE -

a) Bidder agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Directors, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity unde1taken pursuant to any agreement resulting from this solicitation. Bidder further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor. Bidder's obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys' fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.

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

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

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

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

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

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

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

Appropriate Safeguards Business Associate agrees to maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. Business Associate further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

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

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

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

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

Associate agrees to incorporate all such amendments made by Covered Entity, to the information maintained by Business Associate.

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

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

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

Confidentiality Business Associate agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosures. In addition, Business Associate agrees to guard the confidentiality of resident information. Access to all individually identifiable information relating to residents that is obtained by Business Associate shall be limited to 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.

39) ANTI-SWEATSHOP PROVISIONS

By submitting an electronic bid, the Supplier certifies that nothing has come to its attention that would lead it to believe that any of the goods or products provided herein were made under sweatshop conditions, as defined by Part 9, § 5-903.02 as amended, of Article 903 of the County's Administrative Code (Ordinance Number 08-07-0R) If the County is presented with information that would lead the County to reasonably believe that the Supplier or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the County that where made under sweatshop condition, upon request of the County, the Supplier shall disclose information, data and materials reflecting Supplier's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-Sweatshop provisions of the County's Administrative Code.

40) EXAMINATION OF FINANCIAL RECORDS

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