

**SHIPPENSBURG UNIVERSITY
PURCHASING & CONTRACTING
1871 OLD MAIN DR
SHIPPENSBURG, PA 17257
INVITATION - BID PROPOSAL SU-12-10
INTELLIGENT LIGHTING PACKAGE – PERFORMING ARTS CTR**

Posted	Due Date	Due Time	Opening Date	Opening Time	Description
2/12/13	3/11/13	2:00pm	3/11/13	2:30pm	Lighting at Performing Arts Ctr

Description of Project

Please be advised that the conditions of this bid are not subject to change unless approved by Shippensburg University Purchasing Office. Bid prices must remain firm through the entire award of purchase order.

The project consists of providing Intelligent Light Package for the Performing Arts Center.

Intelligent Light Package Specifications			
Description	Quantity	Unit Price	Extended
Mac Viper Profile, in dual road case with hinged lid, liners, and casters. PN 90233010	12		
24 Mega claw clamps, black	24		
1/8" black safety cable with caribiner-style clip	12		
Spare lamps Osram HTI 1000/PS Lok-it	12		
Power cable PN 11541503	12		
POWER CABLE ASSEMBLYS to consist of: type SOOW Thermoset cable, terminated with Neutrik NA3FCB x Neutrik NAC3FCA connectors. Two (2) pcs. Clear shrink wrap per cable (to facilitate labeling):			
15' SOOW cable 12/3 with Neutrik powercon connectors, one male and one female	12		
25' SOOW cable 12/3 with Neutrik powercon connectors, one male and one female	6		
50' SOOW cable 12/3 with Neutrik powercon connectors, one male and one female	6		
100' SOOW cable 12/3 with Neutrik powercon connectors, one male and one female	6		
"Twofer" with Neutrik powercon connectors, one male and two female, 12 gauge	10		
Connectors –Neutrik NAC3FCA	12		
Five wire 25' feeder cable 2/0, with camlock connectors male and female, one pair each white, green, red, blue, black.	1		

Cable Type: DMX 512 Male Connector: 5 Pin XLR Neutrik® (black/gold), Female Connector: 5 Pin XLR Neutrik® (black/gold), Cable: Dual twisted pair & shield, 22 AWG black Polyurethane jacket. One male and one female connector per cable. Shrink wrap on female end of cable consisting of purple shrink wrap with black lettering. Lettering to read "Luhrs Center":			
15' DMX cable with 5 pin Neutrik connectors	12		
25' DMX cable with 5 pin Neutrik connectors	6		
50' DMX cable with 5 pin Neutrik connectors	6		
100' DMX cable with 5 pin Neutrik connectors	6		
DMX terminator 5 pin	4		
DMX terminator 3 pin	2		
ROLLING DISTRIBUTION RACK to consist of: NEMA 1 enclosure mounted on four (4) four inch heavy duty casters. Rack to include removable covers to protect connectors during storage. Power input section to include four (4) Camlock 400 Amp connectors, three (3) male: Black, Red, Blue, one (1) female: Green. Circuit Breaker Section to include twenty four (24) 20 Amp Double Pole Circuit Breakers. Breakers to be numbered 1 thru 24. Power output section to include twenty-four (24) Neutrik PowerCon connectors (NAC3MPB-1) numbered 1 thru 24.cWorking drawings to accompany bid proposal.	1		
Grand MA 2 Full Size, item 120111, including dust cover, led desk lamps (2) in road case with wheels, Grand MA 2 user training 2-day course to be included for up to 2 people on a mutually acceptable date.	1		
Total Price New equipment			

The following items will be traded in and need picked up at the Performing Arts Center. If items cannot be picked up, vendor needs to have shipped at vendor's expense.

24 Colortran 213-525 2K 8" Fresnel with less than 6 hours of use. All instruments lamped with BVV 1KW lamps, less than 6 hours of burn time on lamps and instruments. All instruments have pipe clamps and pigtailed with 2 P&G stage pin plugs installed. 24 Gel frames for above instruments. 24 Barn doors for above instruments in original boxes. 6 new BVV 1KW spare lamps.	
Trade-in Offer	
Total Package Price (Total new equipment less Trade-in Offer)	

BID AMOUNT:

All items as described in the Contract Documents for the lump sum of:

Total _____ Dollars \$ _____
(Written) (Figures)

The undersigned offers and agrees, if this bid be accepted, to furnish all labor, materials and supervision necessary to complete the above furnish and install.

BY _____ DATE _____
(Signature in ink)

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL: _____

FEDERAL ID NO: _____

OWNERSHIP CLASSIFICATION

Fifty-one percent (51%) or more, owned or controlled by one or more of the following (please check):

- | | |
|--|--|
| <input type="checkbox"/> 1. Caucasian | <input type="checkbox"/> 4. American Indian-Alaskan Native |
| <input type="checkbox"/> 2. African-American | <input type="checkbox"/> 5. Asian-Pacific Islander |
| <input type="checkbox"/> 3. Hispanic | <input type="checkbox"/> 6. Female |

Please check if you qualify as any of the following:

- Small Business Firm under Section 3 of the Small Business Act
 Handicapped Firm

Shippensburg University reserves the right to accept or reject any and all bids or any or all parts of bids. Bids received after the due date and time will not be considered.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. SUBMISSIONS OF BIDS:

Shippensburg University of the PA State System of Higher Education invites Contractors to request bid documents for this project. The project consists of providing Intelligent Light Package for the Performing Arts Center. The Bid package is available at <https://www.ebidexchange.com/PASSHE>. In order to submit a proposal, interested bidders need to register at PASSHE's eProcurement Exchange located at <https://www.ebidexchange.com/PASSHE>.

Registration is a free process that takes only a few minutes. Once registered, bidders may obtain all solicitation documents, receive notification of solicitation updates, and submit and update their confidential bids online.

PASSHE's eProcurement Exchange provides bid privacy, security and supplier confidentiality, while streamlining the overall procurement process. Although all solicitations are available for public viewing, interested suppliers need to register to be able to submit a bid.

SUPPLIER REGISTRATION INSTRUCTIONS:

To register, go to [PASSHE's eProcurement Exchange](#) and click on the 'Register' tab.

A "[Vendor Quickstart Guide](#)" is also available to assist in the registration process.

Sealed Bid Confidentiality – At no time before Bid Opening can anyone see your electronic bid.

Confidentiality of Identity – When questions are asked and answered, bidder identity is not disclosed to other bidders.

1. Documents – All documents may be downloaded directly to your computer. Documents can be electronically sent to your suppliers and subcontractors.

2. Being added to the "Bidders List" – By downloading any document, you are automatically added to the list of bidders for this solicitation.

3. Questions – by clicking on the "Questions" tab, you can see all questions that have been asked and answered related to this solicitation. You can also ask questions directly through this tab. When the agency answers the question, both the question and answer is emailed directly to all bidders.

4. Submitting and Updating Bids – You may submit and update your bid anytime up to the bid due date and time by clicking on the "Bid" tab.

What to submit with this bid

Click on the "Bid" tab. Attach a single electronic file or zipped folder containing your bid documents.

Important Note 1 - Upon request only, bidders will need to submit other documents in original form and signatures.

How to submit your bid

An electronic copy of the documents listed above is to be submitted with the electronic bid. To attach these documents:

1. Fill out required documents and scan to create a single electronic file or save as a single zipped folder containing all documents
2. From the Bid tab, click on “browse” (middle of the page), then click on the file or zipped folder name. The file will be attached to your bid submission when the Submit Bid button is clicked.

Important Note 2 – when uploading a proposal or other document, the maximum individual file or folder size is 20Mb.

Verifying that your bid was submitted

If submitted properly, you will receive an acknowledgement appearing in the middle of your screen saying “Your bid has been recorded” and a bid receipt number will be provided.

Withdrawing Your Bid

You may withdraw your bid anytime up to bid due date and time by simply clicking on Withdraw Bid, located at the bottom of the Bid tab.

Help Guides

There are several Help Guides and video tutorials available on the various screens. If additional support is needed, click on the “Contact Us” button located at the upper right of each screen or call eBid Systems technical support at (206) 855-8430.

2. BIDDERS’ REPRESENTATION

Each bidder by making its bid represents that:

- a. The bidder has read and understands the terms and conditions of the bidding documents, which are of included in this packet, and the bid is made in accordance therewith.
- b. The item(s) offered in the bid is in conformance with the specifications in the bidding documents without exceptions.
- c. The bidder understands and acknowledges that all information provided by, and representations made by, the bidder in the bid are material and important and will be relied upon by the University in awarding the contract(s) or purchase order(s).
- d. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- e. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- f. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- g. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit complementary or other noncompetitive bid.
- h. The bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the bidder in its proposal.

- i. The bidder, its affiliates and subsidiaries have not been notified that they are presently under consideration for debarment and have not in the last three years been debarred by any Federal, State or other governmental agency, except as disclosed by the bidder in its proposal.

3. PRICES

Successful bidders will be required to deliver awarded items at the prices quoted in their bid.

4. TAXES

The University 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 23740001-K. 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 its construction contract. If the University 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.

5. REJECTION OF BIDS

The University reserves the right to reject any and all bids, to waive technical defects or any informality in bids; and to accept or reject any part of any bid if, in his judgment, the best interests of the University are thereby served.

6. AWARDS

Unless all bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsible bidder. Unless otherwise specified by the University in this invitation to bid, the University reserves the right to award by item or on a total bid basis, whichever is deemed most advantageous to the University. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be disregarded.

7. TIE BIDS

All tie bids will be broken by the Issuing Office.

8. PROMPT PAYMENT DISCOUNTS

Prompt payment discounts will be considered in making an award if the time period for payment is ten (10) days or more. If prompt payment discounts are offered by any bidder, the University will take advantage of such offer.

9. ASSIGNMENT OF ANTITRUST CLAIMS

The awarded vendor and the University recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the University. As part of the consideration for the award of this contract, and intending to be legally bound, the awarded vendor assigns to the University all right, title and interest in and to any claims the vendor now has or may thereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

10. ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the written consent of the University.

11. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY

The awarded vendor shall defend any suit or proceeding brought against the University on account of any alleged patents, copyrights and trademark infringement in the United States of any of the products provided. This is upon condition that the University shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the University may participate in the defense of any such action. The awarded vendor shall pay all damages, expenses and cost finally awarded therein against the University. If information and assistance are furnished by the University at the awarded vendor's written request, it shall be at the vendor's expense, but the responsibility for such expense shall be only that within the vendor's written authorization. If any of the products provided by the awarded vendor in such suit or proceeding are held to constitute infringement and the use of thereof is enjoined, the vendor shall, at his own expense and at his option, either procure the right to continue use of such infringing products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the vendor is unable to do any of the preceding, the vendor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or at the option of the University, only those items of equipment or software which are held to be infringing, and to pay the University: 1) any amounts paid by the University towards the purchase of the product less straight line depreciation; 2) an license fee paid by the University for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance which was paid for. The obligations of the awarded vendor under the paragraph continue without time limit. No costs or expenses shall be incurred for the account of the successful bidder without its written consent.

12. WARRANTY

The awarded vendor warrants that all items provided will be free and clear of any defects in workmanship or materials and that the items supplied will conform to the specifications.

13. DELIVERY

All items shall be delivered F.O.B. Destination. The awarded vendor agrees to bear the risk of loss; injury or destruction of goods and materials ordered which occur prior to receipt by the University. Such loss, injury or destruction shall not release vendor from any contractual obligations. Except as otherwise provided in Paragraph 17, all items must be delivered within the time period specified on the order. Time is of the essence and, in addition to any other remedies contained in this invitation to bid, the order is subject to termination for failure to deliver as specified, the University shall have the right to purchase in the open market a corresponding quantity of the items and the vendor shall be responsible for any excess cost to the University. Unless otherwise stated by the bidder or indicated in the Special Conditions of the invitation to bid, delivery must be made within thirty (30) days after award.

14. FORCE MAJEURE

The awarded vendor shall not be responsible for delays in shipment occasioned by unforeseeable causes beyond the control and without the fault or negligence of the vendor, including, but not restricted to, acts of god or the public enemy, acts of the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the vendor notify the Purchase Manager promptly in writing of any cause for delay and the Purchasing Manage of Purchases

concur that the delay was beyond the control and without the fault or negligence of the vendor. If reasonably possible, the vendor shall make other arrangements for performance during such stoppage. Following restoration of operations, the vendor shall make every reasonable effort to deliver the items as soon as possible.

15. INSPECTION AND REJECTION

No article received by the University shall be deemed accepted until the University has had a reasonable opportunity to inspect said article. Any article, which is discovered to be defective or fails to conform to the specifications, may be rejected upon initial inspection or at any later time if the defects contained in the materials or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The decision of the Purchase Manager or his designee shall be final. It shall thereupon become the duty of the awarded vendor to remove rejected articles from the premises without expense to the University within fifteen (15) days notification. Rejected items left longer than fifteen (15) days will be regarded as abandoned, and the University shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the University's costs and expenses in regard to the storage and sale of the items. Upon notice of rejection, the vendor shall immediately replace all such rejected items with others conforming to the specifications and which are not defective. If the vendor fails, neglects or refuses to do so, the University shall then have the right to purchase in the open market a corresponding quantity of such items, and deduct from any monies due or that may thereafter become due to the vendor, the difference between the price stated in the contract or purchase order and the actual cost thereof to the University. If the amount due the vendor is insufficient to meet such expenses, the vendor is liable for the excess and the University may proceed against the vendor through appropriate legal action.

16. PAYMENT

The University shall put forth its best efforts to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment terms shall be Net 30 Days unless otherwise specified in the special Conditions and Instructions in this invitation to bid. If any payment is not made within forty-five (45) days, the University may pay interest as determined by the Secretary of Administration in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the awarded vendor as acceptance of the equipment, goods, materials, or supplies furnished by the vendor. The University reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials, or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

17. DISPUTES

In the event of a disagreement or dispute in regard to the interpretation or construction of any clause, paragraph, or items of the invitation to bid, purchase or order or contract, such disagreement shall be referred in writing by the vendor to the Purchasing Manager for his determination. He shall reduce his decision to writing and furnish a copy thereof to the vendor.

18. HOLD HARMLESS

The awarded vendor shall be responsible for and agrees to indemnify and hold harmless, the University from damages to property or injuries (including death) to any person(s) and any other loses, damages, expenses, claims, demands, suits and actions by any party against the University arising out of the negligent, or equally or more culpable, conduct by the awarded vendor, its agents subcontractors and employees during the term of or in connection with the articles furnished and any work performed by the vendor.

19. CANCELLATION

The University shall have the right, prior to delivery of the equipment, goods, materials, or supplies to the University, to cancel any order for its convenience upon the written notice. In the event of cancellation by the University, the vendor shall be reimbursed for the costs and expenses that it incurred up to the date of cancellation. In no event shall the vendor be entitled to recover any amount for loss of profits.

20. HAZARDOUS SUBSTANCES

In compliance with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act," all manufacturers, suppliers and distributors doing business with the University must:

- a. Insure that any container of any chemical with 1% or more content of a chemical, listed as hazardous substance by the Department of Labor and Industry, which is delivered to the University, is clearly labeled, tagged, or marked with the chemical name or common name, a hazard warning of the specific nature of hazard, a listing of all hazardous substances constituting 1% or more of the mixture and the name, address, and telephone number of the manufacturer of the product.
- b. Provide Material Safety Data Sheets (MSDS) with the information required by the act for each hazardous substance or hazardous mixture. The University must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed.
- c. Notify the University that such substance/mixture is subject to the provisions of the act. Material Safety Data Sheets may be attached to the containers or mailed to the University.

21. NOTICE AS TO FILING A BID PROTEST

- a. A bidder or offeror, a prospective bidder or offeror, or a prospective contractor, that is aggrieved in connection with the solicitation or award of a contract under the *Commonwealth Procurement Code*, except as provided in 62 Pa.C.S.A. § 521 (relating to cancellation of invitations for bids or requests for proposals) may file a protest with the Office of the Chancellor, State System of Higher Education, 2986 North Second Street, Harrisburg, Pennsylvania, 17110.

A copy of any protest must also be simultaneously mailed to the Office of the President of the university that issued the bid solicitation. In the event that the Educational Resources Group (ERG) issued the bid solicitation, a copy of the Protest should be filed with its President. No additional notification need be sent if the Office of the Chancellor issued the bid solicitation.

- b. If the protestant is a bidder or offeror or a prospective contractor, the protest must be filed with the Office of the Chancellor at the aforementioned address within seven (7) days after the aggrieved bidder or offeror or prospective contractor knew or should have known of the facts giving rise to the protest. In no event may a protest be filed later than seven (7) days after the date the contract was awarded.
- c. If the protestant is a prospective bidder or offeror, a protest must be filed with the Office of the Chancellor at the aforementioned address prior to the bid opening time or the proposal receipt date.
- d. If a bidder or offeror, a prospective bidder or offeror, or a prospective contractor fails to file a protest, or files an untimely protest, the bidder or offeror, the prospective bidder or offeror, or the prospective contractor will have waived its right to protest the solicitation or award of the contract in any forum.

The State System of Higher Education shall disregard protests that are untimely filed.

- e. A protest must state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.
- f. Upon receipt of the protest, the Office of the Chancellor will render a decision in accordance with the procedures outlines within the *Commonwealth Procurement Code*, 62 Pa.C.S.A. §1711.1 *et seq.*

22. OPEN RECORDS

Please be advised that effective January 1, 2009 all responses to this procurement opportunity are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 *et seq.*, (Act 3 of 2008). The Right-to-Know Law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions under the law. If your response to the procurement opportunity contains a trade secret or confidential proprietary information, you should include with your response a separate signed written statement to that effect. Should your response become the subject of a Pennsylvania Right-to-Know Law request, you will be notified by the procurement office to identify all trade secrets or confidential and proprietary information that is included in your response. The agency will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure.

NONDISCRIMINATION CLAUSE

During the term of this contract, 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, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and the employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: 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 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 received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement to 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 this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents if from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-part 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 of 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 this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- (6) Contractor shall comply 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 be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further University contracts, and other sanctions may be imposed and remedies invoked.
- (7) Contractors shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration. Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it should furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
- (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) Contractor's obligations under this clause are limited to the 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.

CONTRACTOR INTEGRITY PROVISIONS

- 1. Definitions
 - a. 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 University.
 - b. Consent means written permission signed by a duly authorized officer or employee of the University, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual items, the University shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with the University, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.
 - d. Financial Interest means:
 - ownership of more than a 5% interest in any business; or
 - holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. 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 contract of any kind.
- 2. 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 University.
- 3. The contractor shall not disclose to others any confidential information gained by virtue of his agreement.
- 4. The contractor shall not, in connection with this or any other agreement with the University, directly or indirectly, offer, confer, or agree to confer any precuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a know legal duty by any officer or employee of the University.

5. The contractor shall not, in connection with this or any other agreement with the University, 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 University.
6. Except with the consent of the University, neither the contractor nor anyone in privity with him 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.
7. Except with the consent of the University, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the University in writing.
9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The contractor shall upon request of the Office of State Inspector General, 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 University or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the University 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 University. 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 University may have under law, statute, regulations, or otherwise.

**RECIPROCAL LIMITATIONS ACT
REQUIREMENTS**

NOTE: These Requirements Do Not Apply to Bids Under \$10,000.00

REQUIREMENTS

The Reciprocal Limitations Act requires the Department of General Services to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE PREFERENCE

- | | | |
|--|-----|---|
| 1. Alaska | 7% | (applies only to timber, lumber, and manufactured lumber products originating in the state) |
| 2. Arizona | 5% | (construction materials produced or manufactured in the state only) |
| 3. Hawaii | 10% | |
| 4. Illinois | 10% | for coal only |
| 5. Iowa | 5% | for coal only |
| 6. Louisiana | 4% | meat and meat products |
| | | 4% catfish |
| | 10% | milk & dairy products |
| | 10% | steel rolled in Louisiana |
| | 7% | all other products |
| 7. Montana | 5% | for residents * |
| | 3% | for non-residents * |
| * offering in-state goods, supplies, equipment and materials | | |
| 8. New Mexico | 5% | |
| 9. New York | 3% | for purchase of food only |
| 10. Oklahoma | 5% | |
| 11. Virginia | 4% | for coal only |
| 12. Washington | 5% | (fuels mined or produced in the state only) |
| 13. Wyoming | 5% | |

The Reciprocal Limitations Act requires the Department of General Services to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE PREFERENCE

- 1. Hawaii 15%
- 2. Idaho 10%
- 3. Louisiana 3%
- 4. Montana 8%
- 5. New Mexico 5%
- 6. Wyoming 10%

The Reciprocal Limitations Act also requires the department to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE PREFERENCE

- 1. Alaska 5% (supplies only)
- 2. Arizona 5% (construction materials from Arizona resident dealers only)
- 3. California 5% (for supply contracts only in excess of \$100,000.00)
- 4. Connecticut 10% (for supplies only)
- 5. Montana 3%
- 6. New Mexico 5% (for supplies only)
- 7. South Carolina 2% (under \$2,500.00)
1% (over \$2,500.00)

This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.

- 8. West Virginia 2.5% (for the construction, repair or improvement of any buildings)
- 9. Wyoming 5%

The Reciprocal Limitations Act also requires the Department of General Services not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for use or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE PROHIBITION

- 1. Alabama Only for printing and binding involving "messages of the governor to the legislature", all bills, documents and reports ordered by and for the use of the legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the governor, or by any state official, board, commission, bureau or department, or by the clerks of the Supreme Court /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court.../and other appellate courts/

- 2. Georgia Forest products only
- 3. Indiana Coal
- 4. Michigan Printing

5. New Jersey For legislative printing and bidders for all of the following items:*
 automotive parts, farm machinery, stainless steel tableware, kitchen small wares, major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, spark plugs and filters, automotive glass, dental casting, prosthetic devices, pianos, musical instruments, carpet and cushion, shades, upholstery materials and supplies, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audiovisual/video equipment, fire extinguishers, fire hose, motor oils, fuel oil, sporting goods, photographic supplies, police equipment and supplies, venetian blinds, drapes, cheese, fresh fruit and vegetables, ammonia, bleach, pails, cleaning soaps, toilet cleaner, bowl cleaner, sponges, paper towel dispensers, water hose, course paper products, corrections department uniforms, fine paper and paper cups

6. New Mexico Construction

7. Ohio Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and House of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly or either house, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the attorney general.

8. Rhode Island Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state (or in the case of New Jersey, if the bid discloses that the bidder is from New Jersey and it is offering one of the above-listed items), it shall be rejected.

Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Section I above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Section I above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURER
-------------	----------------------	---

BIDDER'S RESIDENCY

In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Bureau of Purchases:

Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

a. If the bidder is a corporation:

The corporation is _____ or is not _____ incorporated under the laws of the Commonwealth of Pennsylvania.

If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:

If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. § 2001). Provide date of issuance of certificate of authority:

The corporation is _____ or is not _____ conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the secretary of the Commonwealth and the Office of the Prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. § 51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name:

b. If the bidder is a partnership:

The partnership is _____ or is not _____ conducting business in Pennsylvania under an assumed or fictitious name. If the Bidder is conducting business under an assumed or fictitious name, it must file with the secretary of the commonwealth and the Office of the Prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. § 28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

The partnership is _____ or is not _____ a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. § 503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State:

If the bidder is an individual:

(1) He or she is _____ or is not _____ conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the secretary of the commonwealth and the Office of the Prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. § 28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the secretary of the commonwealth:
