

# CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

November 14, 2023

The Central Pennsylvania Institute of Science and Technology (“CPI”) is interested in receiving bids for the purchase of the equipment as outlined on the Bid Equipment List. ***Product specification sheets should accompany the bid response.***

This solicitation is a request for bids for surveillance cameras, cabling, related file storage system and installation/training. The items for which bids are solicited shall be procured, based on bids received, in accordance with CPI’s procurement policies. Bid submissions for any one or more items will be received in the CPI Administrative Office, 540 North Harrison Road, Pleasant Gap, PA 16823, until, but no later than

**2:00 PM EST on Thursday, November 30, 2023**

Bids will be opened at CPI at the above stated time, or soon thereafter as practicable, and publicly read aloud. Any bid received after the above stated time will not be considered. Bids shall be price per unit and must include all costs, including delivery, fees, etc. The bids will be tabulated and presented to the CPI Joint Operating Committee (“JOC”) at the regular meeting following bid opening. The selected Bidder(s) shall honor the bid prices from the date of the bid opening through February 29, 2024.

CPI reserves the right to reject any or all bids; reserves the right to waive immaterial defects and irregularities; reserves the right to award bids by item or group of items, or for all or none of such items; to select other than the lowest bid if deemed in the best interest of CPI; or thereafter solicit separate bids for the same items as it deems to be in the best interest of CPI.

A sealed bid response sent to CPI must include all forms in the accompanying Bid Instructions and General Conditions.

Sealed bids to be delivered to: Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road,  
Pleasant Gap, PA 16823

Sealed bids due no later than: 2:00 PM EST on Thursday, November 30, 2023

Equipment to be delivered to: Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road,  
Pleasant Gap, PA 16823

# CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

## Invitation for Bids

The Central Pennsylvania Institute of Science and Technology ("CPI"), located at 540 N. Harrison Road, Pleasant Gap, PA 16823, is requesting bids for **Surveillance Equipment**.

Full instructions to bidders, general conditions, specifications, bid form and all documents required may be obtained at CPI or [www.cpi.edu](http://www.cpi.edu).

Bids must be received at Central Pennsylvania Institute of Science and Technology no later than 2:00 PM EST on Thursday, November 30, 2023.

All bids must be sealed and marked: **"BID FOR FOLLOWING: Surveillance Equipment"**

To be published in The Express on Thursday, November 16, 2023, Tuesday, November 21, 2023, and Monday, November 27, 2023.

Included on CPI's website beginning November 14, 2023 until bid opening.

# CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

## Instructions to Bidders and General Conditions

**Purpose.** These Instructions to Bidders and General Conditions are intended to provide interested vendors with sufficient information to enable them to prepare and submit bids for consideration by the Central Pennsylvania Institute of Science and Technology ("CPI"). ***The request for bids is issued by CPI and is intended to be funded one hundred percent (100%) with grant funding requiring compliance with Uniform Guidance for Federal Awards – 2 CFR Part 200.***

**Discrepancies in Specifications.** If any bidder finds a discrepancy in or omission from the Equipment List/Specifications, including but not limited to any insufficient detail with respect to size, capabilities or any other matters, the bidders shall submit a written request for clarification to **Craig M. Livergood** at Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823. The person submitting the request shall be responsible for its prompt delivery. Any written response, clarification or correction deemed appropriate by CPI will be provided in writing to all known bidders. CPI will not provide individual explanations or interpretations.

**Submission of Bids.** In order to be considered for selection, proposals must be submitted only on the "Bid Proposal" form provided by CPI, completely filled out and signed as provided in these instructions. CPI shall not be bound by any inconsistent or supplemental terms contained in any form submitted by a bidder. Do not alter the wording of the Bid Proposal form. Conditions, limitations or provisions added to the Bid Proposal may be cause for rejection of the Bid.

Submit all proposals in a **sealed** envelope addressed to Mrs. MaryAnn E. Volders, President, Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823 marked "**BID FOR FOLLOWING: Surveillance Equipment.**"

Bid prices must include delivery to the address listed in the Equipment List/Specifications. If the Equipment List/Specifications require placement, setup, installation, test operating or furnishing of instructions, bidders also must include these items in their bid price. No additional charges of any kind, including charges for boxing, packing, cartage or other extras, will be allowed.

Each Bidder may present bid prices for as few, or as many as they choose. **Blank entries on the Bid Form shall be considered to denote no bid.**

All bids submitted shall be for new equipment or components, unless the Equipment List/Specifications authorize used materials.

**Response Date.** In order to be considered for selection, bids must be **RECEIVED** at CPI no later than **2:00 PM** local prevailing time on **Thursday, November 30, 2023.**

**Opening of Bids.** Bids will be opened and read publicly at **2:00 PM** local prevailing time, or soon thereafter as practicable on **Thursday, November 30, 2023** at CPI.

**Withdrawal.** Except as may be permitted by the Pennsylvania Bid Withdrawal Act (73 P.S. § 1601 et seq.), bidders may not withdraw any bid for a period of sixty (60) days after the date set for bid opening.

**Basis for Award: Standard of Quality of "Equal To".** CPI reserves the right to consider quality, durability, product life, operating costs, incidental related costs, operating efficiency, life cycle cost, warranty provisions, prior experience and other factors related to suitability to the school's educational programs or otherwise, even though the articles selected may not be the lowest in price of those offered. In determining the lowest responsible bid, CPI may consider

the bidder's financial standing, reputation, experience, resources, facilities, judgment and efficiency. No bid shall be accepted from a bidder who is in arrears to CPI upon any debt or contract, who has defaulted on surety or otherwise upon any obligations to CPI, or whose work or performance CPI previously has found to be unsatisfactory. CPI reserves the right to require references from any bidder to assist in determining bidder responsibility.

Any makes, models or trade names mentioned in the Equipment List/Specifications are for the purpose of stating a standard, type, quality or cost and (except where "No Substitutions" is specified as to any item or class of items) are not intended to limit bids to that one product, but rather to describe a standard desired or acceptable, and to establish a basis for equality. Determination as to whether an offered article is "equal to" the trade name included in the Equipment List/Specifications shall be vested solely in CPI.

In any case where "No Substitutions" is specified as to any item or class of items, the bidder shall bid to furnish either the exact item specified or any item which CPI has, prior to the receipt of bids, approved in writing as being of equal kind and quality. Any bidder who desires to submit a request for such approval shall deliver the complete details on the proposed substitution in writing to **Craig M. Livergood** at CPI on or before **Tuesday, November 21, 2023**. Any bidder who proposes a substituted item will be required to demonstrate that the item to be substituted is of equal kind and quality. CPI shall have full power and authority to reject any proposed substitution, which, in its opinion does not meet the Equipment List/Specifications or otherwise fails to match the quality of performance of the particular articles on which bids are invited. Any bid for a substitute item which does not have CPI's prior written approval (where "No Substitutions" is specified) will be rejected.

Any motor vehicle for which a bid is submitted shall be manufactured in North America, as required under the Pennsylvania Motor Vehicle Procurement Act, 73 P.S. §1891. et seq.

**Time and Place of Delivery and Payment.** CPI may order none, some, or all of the individual line items based upon the accepted bid(s). Orders may occur on multiple occasions during the period for which the Bids remain in effect.

All deliveries shall be made to CPI, 540 North Harrison Road, Pleasant Gap, PA 16823 between the hours of 8:00 AM and 2:00 PM.

All invoices are to be sent to CPI at Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823. Invoices must contain the purchase order number(s) issued for purchase of the awarded/delivered item(s). Payment will be made within thirty (30) days after receipt of invoice, provided delivery has been made and the equipment has been found to be acceptable. Separate invoices shall be rendered for each delivery.

~~**Bid Bond.** Each bid shall be accompanied by a Bid Bond in an amount not less than fifteen percent (15%) of the amount of the bid or a certified check drawn in favor of the CPI. The surety on the Bid Bond shall be authorized to do business as a surety in Pennsylvania. If the bidder defaults (as provided in paragraph 15 of these Instructions), then CPI shall be entitled to collect under the Bid Bond in accordance with its terms. The bidder agrees, however, that the Bid Bond does not represent the exclusive remedy available to CPI in the event of a bidder's default, and that in the event of such a default, CPI shall be entitled to recover all damages incurred. **ANY BID SUBMITTED WITHOUT BID BOND/CERTIFIED CHECK WILL NOT BE CONSIDERED.**~~

**Change of Quantities.** CPI reserves the right to increase, reduce, or delete quantities of the item(s) bid on as deemed to be in the best interest of CPI.

**Contract Documents.** The contract between CPI and the successful bidder will consist of (a) the Advertisement for Bids, (b) these Instructions to Bidders and General Conditions, (c) the General Conditions, if included with bid packet, (d) the Equipment List/Specifications, (e) the bidder's executed Bid Proposal and (f) CPI's Notice of Award or Purchase

Order(s). No separate written contract will be issued. CPI's mailing or other delivery of Notice of Contract Award and/or Purchase Order(s) shall complete the formation of the contract between the parties, and successful bidders shall proceed to fill orders and ship items listed on Notice of Contract Award and/or Purchase Order(s) without any further communication.

**Informalities/Rejection of Bids.** CPI reserves the right to reject any or all bids; reserves the right to waive immaterial defects and irregularities; reserves the right to award bids by item or group of items, or for all or none of such items; to select other than the lowest bid if deemed in the best interest of CPI; or thereafter solicit separate bids for the same items as it deems to be in the best interest of CPI.

**Bidder's Status Prior to Execution of Contract.** No rights shall accrue to any person submitting a bid or proposal until CPI has accepted such bid and issued a Notice of Contract Award to the successful bidder. CPI shall not be liable for any cost incurred by any bidder except the successful bidder, and then only to the extent provided for in the Equipment List/Specifications.

**Inspection of Goods.** It is a condition of this transaction that, in the event CPI shall accept and pay for a shipment but later discover that all or any part of the shipment was damaged during transit, or for any reason does not conform to the Equipment List/Specifications, the bidder having delivered the shipment shall replace the damaged or nonconforming items with items that meet the Equipment List/Specifications at no additional cost to CPI.

**Default by Bidder.** In the event that the successful bidder shall neglect or refuse to furnish and deliver the items or any part thereof, as provided in the Notice of Award or to replace any items which are rejected in accordance with these Instructions, CPI shall be entitled to purchase replacements in conformity with the Equipment List/Specifications from such party or parties and in such quantities and in such manner as it shall select at the expense of the successful bidder, reserving to itself all rights for damage which may be incurred by CPI.

**Assignment.** The bidder agrees that if it is awarded the bid/contract, it shall not assign or transfer the contract unless it receives written permission to do so from CPI.

**Execution of Bid Proposal.**

Bid Proposal shall be executed in the following manner:

- INDIVIDUAL      Individual bidders shall sign the Bid Proposal personally.
- PARTNERSHIP    Where the bidder is a partnership, the Bid Proposal shall be signed in the name of the partnership by a general partner.
- CORPORATION    Where the bidder is a corporation, the Bid Proposal shall be signed by an officer with authority to bind the corporation to a contract, and attested by the secretary or assistant secretary.

Where the bidder trades under a fictitious name, the Bid Proposal shall include the fictitious name and the name(s) of the person(s) or corporation(s) carrying on the said business.

**Applicable Laws.** All applicable laws shall be deemed to be part of these Instructions to Bidders and General Conditions, the Equipment List/Specifications and the contract between CPI and the successful bidder, all of which shall be read and enforced as though such laws were incorporated in their entirety.

## Specifications:

- Discrimination Prohibited according to 62 P.S. § 3701: the contractor agrees the following:
  - ❖ In hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - ❖ No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract for reason of gender, race creed or color.
  - ❖ The contract may be cancelled or terminated by the government agency, and all money due or become due under the contract may be forfeited for violation of the terms or conditions of that portion of the contract.
  - ❖ That this contract may be canceled or terminated by the school and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the contract.
- All bidders agree to the following, *as applicable*, and must also acknowledge Appendix A as it relates to purchases requiring compliance with Uniform Guidance for Federal Awards – 2 CFR Part 200:
  - ❖ Must comply with the Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. § 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, nation origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA. Code 349.101. Additionally, contractors must comply with the Equal Opportunity Clause in Appendix A for any contracts funded in full or part by federal dollars.
  - ❖ Must adhere to the provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
  - ❖ Must adhere to the provisions of the Debarment and Suspension requirements if contract has been debarred or suspended in the past (Executive Orders 12459 and 12689).
  - ❖ Must adhere to the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
  - ❖ Must adhere to the provisions of contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
  - ❖ Must adhere to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3708).
- All bidders must comply with the following:
  - ❖ Pennsylvania Prevailing Wage Rates – This regulation and the general Pennsylvania prevailing minimum wages rates (Act 422 of 1961, P.L. 653) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are

made part of this specification. The appropriate, publicized wage rates must be offered and complied with by the contractor. The prevailing wage rates may be obtained by contacting the Pennsylvania Department of Prevailing Wages, by calling 800.932.0665 or 717.787.4763.

Pennsylvania Prevailing Wage Rates apply to projects where the total estimated cost is greater than \$25,000 paid for in whole or in part out of funds of the public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, and must specify "Prevailing Wages".

- ❖ Competent workmen – According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics.

No workmen shall be regarded as competent and first-class within the meaning of this Act, except those who are duly skilled in the respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rate of wages paid for such hours by employers of organized labor in doing similar work in the school where the work is being done.

**CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY**  
**BID FORM**

NAME OF BIDDER: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

Pursuant to your advertisement for bids, the undersigned agrees to furnish and deliver to Central Pennsylvania Institute of Science and Technology, as required under the applicable specifications, such items of this bid as you may accept, in full accordance with your specifications and General Conditions, which the undersigned acknowledges are incorporated into this proposal by reference. In connection with this proposal, the undersigned acknowledges and agrees to follow:

FIRST, that we have carefully examined the advertisement for bids, Instructions to Bidders and General Conditions, General Conditions (if included with bid packet), Specifications and Bid Form, Appendix A (Provisions for Purchases/Contracts under Federal Grant Awards), and in accordance with same, submit this bid and agree to furnish the item(s) specified for the sum(s) indicated below.

SECOND, that this bid is subject to all terms of the foregoing documents, and we hereby agree to enter into a contract to furnish such items based upon and as required by such documents.

THIRD, that the prices quoted herein are exclusive of federal excise and Pennsylvania state sales tax.

FOURTH, that the prices quoted herein are firm until February 29, 2024.

FIFTH, that in submitting this proposal, the undersigned has received and included in this bid the instructions and information contained in the following addenda (if any):

---

---

---

---

**BID FORM – SURVEILLANCE EQUIPMENT**

All items proposed by bidder must be new (first time used). The items to be bid are Hanwha brand or Equivalent Products with equivalents noted as exceptions.

- **One (1) Hanwha 2U WAVE NVR (mfg SKU: WRR-P-S202W1-32TB)** \$ \_\_\_\_\_ each.  
Pre-installed Video Management Software (Wisenet WAVE preferred), 32TB raw video-optimized storage (RAID 6 configured), 470 Mbps recording bandwidth, 14 HDD Bay (3.5”), Intel Xeon, 16GB RAM, Dual 240GB SSD OS drives (RAID 1), Windows 10 Pro, Support RAID 0/1/5/6 + 8GB NV cache, Nvidia GPU, MiniDP output, VGA output, Quad GbE NICs, IPMI Management, Keyboard and mouse included, Rail kit included.  
*\*\*Video Recorder and Video Management Software must be able to also include current surveillance cameras (Arecont and Advidia).*
- **Ten (10) Hanwha 5MP x 4 Outdoor Dome, PTRZ w/IR (mfg SKU: PNM-9085RQZ)** \$ \_\_\_\_\_ each.  
Wisenet P series network vandal outdoor multi-sensor, multi-directional dome camera, 5MP x 4ch multi-directional camera, Motorized PTRZ support, Max. 30FPS@5MP (H.265, H.264), 4.13-9.4mm (2.3x) motorized varifocal lens, IR viewable length: 30m, H.265, H.264, MJPEG, 120dB WDR, defocus detection, built in analytics.
- **Ten (10) Hanwha Wall Mount Arm (White) (mfg SKU: SBP-390WMW2)** \$ \_\_\_\_\_ each.  
2x knock out built-in, compatible with all full size outdoor PTZs and all caps, White color.
- **Ten (10) Hanwha Corner Mount (White) (mfg SKU: SBP-300KMW1)** \$ \_\_\_\_\_ each.  
Corner Mount Base. Compatible with white hanging caps, White color.
- **Seven (7) Hanwha 5MP x 2 Outdoor Dome (mfg SKU: PNM-9000VD)** \$ \_\_\_\_\_ each.  
Network vandal outdoor multi-sensor, multi-directional dome camera, 10MP 30fps, modular lenses from 3.7, 4.6 and 7.0mm lenses, triple codec H.265/H.264/MJPEG with WiseStream II Technology, 120dB WDR, defocus detection, built in analytics.
- **Fourteen (14) Hanwha PNM-9000VD Lens module (mfg SKU: SLA-5M3700D)** \$ \_\_\_\_\_ each.  
1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, Field of View: H: 97.5°, V: 71.9° for the PNM-9000VD.
- **Forty-eight (48) Hanwha WAVE camera license (mfg SKU: WAVE-PRO-48)** \$ \_\_\_\_\_ each.  
WAVE Professional License. Enables forty-eight (48) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.



**The foregoing bid is signed and submitted by:**

**If Bidder is an Individual:**

Sign Here: \_\_\_\_\_ (Date)

**If Bidder is an Individual trading under a fictitious name or a Partnership:**

Sign Here: \_\_\_\_\_ (Date)

Title: \_\_\_\_\_

Trading as: \_\_\_\_\_

**If Bidder is a Corporation:**

Name of Corporation: \_\_\_\_\_

By: \_\_\_\_\_ (Date)  
(President or Vice President)

Attest: \_\_\_\_\_

## Instructions for Non-Collusion Affidavit

1. A Non-Collusion Affidavit is material to any contract awarded by Central Pennsylvania Institute of Science and Technology. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. ¶1611 et. Seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid to which this Affidavit is attached.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs this Affidavit should examine it carefully before signing and be certain that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidding with responsibilities for the preparation, approval or submission of the bid.
4. In the case of bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid," as used in the Affidavit, has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_

Title

Name of Firm

and that as such I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers in connection with the bid to which this Affidavit is attached. I am the person responsible in my firm for the price(s) and amount of this bid.

I state that:

1. 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.
2. Neither the price(s) nor the amount of this 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.
3. 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.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. Neither my firm, nor any of its affiliates, subsidiaries, officers, directors, or employees, are currently under investigation by any governmental agency and have not in the last four years been convicted of 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.

I state that my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the Central Pennsylvania Institute of Science and Technology in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment of the true facts relating to the submission of bids for this contract.

Signature: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

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

**APPENDIX A**  
**Provisions for Purchases/Contracts under Federal Grant Awards**

The following certifications and provisions are required and apply when Central Pennsylvania Institute of Science and Technology ("CPI") expends federal funds, or expends funds requiring compliance with Uniform Guidance for Federal Awards – 2 CFR Part 200, for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the purchase/contract between CPI and Bidder ("Vendor") in all situations where the Vendor has been paid or will be paid with federal funds, or funds requiring compliance with Uniform Guidance for Federal Awards – 2 CFR Part 200:

---

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

---

- (A) Violation or Breach of Contract terms - Vendor shall promptly correct any errors, omissions or defects in any services at no cost to CPI. CPI reserves the right to reject any services reasonably determined by CPI as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If the vendor fails to correct the services within a reasonable time, CPI, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Vendor and Vendor shall reimburse CPI for any difference that may remain. If CPI prefers to accept services which are not in accordance with the requirements of the contract documents, CPI may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by CPI or Vendor shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

- (B) Contracts for more than the current simplified acquisition threshold (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. CPI reserves all rights and privileges under applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- (C) Termination for Cause or Convenience - Contracts in excess of \$10,000 must address Termination for Cause and for Convenience by the grantee or subgrantee, including the manner by which it will be effected and the basis for settlement. When expending federal funds, CPI reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or

default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CPI also reserves the right to terminate the contract immediately, with seven (7) days written notice to the vendor, for convenience, if CPI believes, in its sole discretion that it is in the best interest of CPI to do so. If the contract is terminated in accordance with this Paragraph, CPI shall only be required to pay Vendor for services satisfactorily performed prior to the termination. If CPI has paid the Vendor for services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any award under this procurement process is not exclusive and CPI reserves the right to purchase goods and services from other vendors when it is in CPI's best interest.

- (D) Debarment and Suspension (Executive Orders 12549 and 12689): a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that during the term of an award for all contracts by CPI resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Vendor further agrees to immediately notify CPI during the term of the contract if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Vendor certifies that during a resultant contract with CPI it is/will remain in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the

- extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- (F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (G) Rights to Inventions Made Under a Contract or Agreement - if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (H) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).  
Vendor certifies that during the term of an award for all contracts by CPI resulting from this procurement process they will comply with all applicable requirements under these acts.

- (I) Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms: The Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.
- (J) Domestic Preference: The Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to CPI.
- (K) General Compliance and Cooperation with CPI: the Vendor agrees it shall make a good faith effort to work with CPI to provide such information and to satisfy such requirements as may apply to the purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.
- (L) Equal Employment Opportunity: except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4] - During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity,

or national origin. Such action shall include, but not be 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, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**BIDDER ACKNOWLEDGEMENT of APPENDIX A  
Provisions for Purchases/Contracts under Federal Grant Awards**

From: Central Pennsylvania Institute of Science and Technology  
540 N Harrison Road  
Pleasant Gap, PA 16823

Re: BID REQUEST SURVEILLANCE EQUIPMENT

All or part of the funds available for items requested by CPI in the above referenced bid request are federal in source, or require compliance with federal procurement guidelines. Bids in response to Surveillance Equipment must include acknowledgement of Appendix A and an understanding that it forms a part of the Contract Documents. Each prospective bidder shall acknowledge such in the space provided.

The successful bidder, by execution of this Acknowledgement, confirms receipt of Appendix A and accepts responsibility for compliance with Federal contract provisions.

ALL BIDDERS MUST SUBMIT WITH THEIR RESPECTIVE PRPOSAL(S) THIS CONFIRMATION OF RECEIPT OF APPENDIX A.

PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_