Appendix A

BIDDER'S PLEASE NOTE:

- Any reference in this document to ***"SERVICE PURCHASE BID/CONTRACT"*** means the same as ***"REQUEST FOR QUOTATION"***.
- Any reference to ***"SERVICES"*** means the same as ***"COMMODITIES".***
- Any reference to ***"CONTRACT INQUIRY NUMBER"*** means the same as ***"REQUEST FOR QUOTATION NUMBER"***.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR SERVICES

1. ***SUBMISSIONS OF BIDS:***

   a. Bids are requested for the Specified Services. Bidders must complete the Service Bid/Contract form, including: name and address; federal identification number or social security number; license or registration number, if applicable; telephone number; and pricing section. Bid prices must be typewritten or in ink. Bidders must properly sign the Service Purchase Bid/Contract form in ink. Bids which are priced or signed in pencil will be rejected.

   b. The Service Bid/Contract form, as well as the other documents required by the invitation for bids (collectively referred to as the "Bid"), shall be enclosed and sealed in an envelope which is clearly marked "Bid" and includes the assigned contract inquiry number. It is the responsibility of each Bidder to ensure that its Bid is received at the Issuing Office location prior to the date and time set for the opening of Bids, regardless of medium used. If a Bidder decides to mail in its Bid, the Bidder should allow adequate time for delivery. No Bid shall be considered if it arrives at the Issuing Office location (shown on the Service Bid/Contract form) after the date and time set for Bid opening. In the event that, due to inclement weather, natural disaster, or other cause, the Commonwealth offices are officially closed on the date scheduled for Bid opening, the Bid opening date shall be automatically postponed until the next Commonwealth business day, unless the Bidders are otherwise notified by the Commonwealth. The Bid opening time shall remain the same.

   c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the Service Bid/Contract form it shall be rejected. The Bid shall also be rejected if the services offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

2. ***QUESTIONS:*** Any questions concerning conditions and specifications must be directed in writing to the Issuing Office, to the attention of the Contracting Officer referenced on the Service Bid/Contract form. Inquiries must reference date of Bid opening and contract inquiry number and must be received prior to date of Bid opening.

3. ***BIDDER'S REPRESENTATION AND AUTHORIZATION:***

   a. Each Bidder, by making its Bid, understands, represents, and acknowledges that:

      1) The Bidder has read and understands the terms and conditions of the Service Bid/Contract form and the Bid is made in accordance with those terms and conditions.

      2) The services offered in the Bid will be in conformance with the specifications referenced on the Service Bid/Contract form without exceptions.

      3) The price(s) and amount of the Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder.

      4) Neither the price(s) nor the amount of the Bid, and neither the approximate price(s) nor the approximate amount of the 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.

      5) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the Contract, or to submit a bid higher than the Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

      6) 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 a complementary or other noncompetitive bid.

      7) To the best of the knowledge of the person signing the Bid for the Bidder, 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 Bid.

8) The Bidder is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the bidder cannot certify, then it shall submit along with the Bid a written explanation of why such certification cannot be made.

9) To the best of the knowledge of the person signing the Bid for the Bidder, and except as otherwise disclosed by the Bidder in its Bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth.

10) The Bidder has not, under separate contract with the Issuing Office made any recommendations to the Issuing Office concerning: the Service Bid/Contract form, the need for the services described in the Service Bid/Contract form, or the specifications for the services described in the Service Bid/Contract form.

11) All information provided by, and representations made by, the Bidder in the Bid are material and important and will be relied upon by the Commonwealth in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Commonwealth of the true facts relating to the submission of the Bid. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A.

b. Each Bidder, by making its Bid, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to taxes, unemployment compensation, and workers' compensation liabilities.

c. If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the contract which is formed between the Commonwealth and the Bidder.

4. ***PRICES:*** The successful Bidder will be required to provide the specified services at the prices quoted in its Bid.

5. ***MODIFICATION OR WITHDRAWAL OF BID:***

a. Bid Modification Prior to Bid Opening. Bids may only be modified by written notice received at the Issuing Office location prior to the exact hour and date specified for Bid opening. The written notice shall specifically identify the Bid to be modified and shall be signed by the Bidder. The bid modification must be received in a sealed envelope and the envelope must identify the assigned contract inquiry number and the Bid opening date, and should state that enclosed in the envelope is a Bid modification. Modifications of Bids received after the exact hour and date specified for receipt of Bids shall not be considered.

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn by written, facsimile, or telegraphic notice received at the Issuing Office location prior to the exact hour and date specified for Bid opening. The notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. If by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for Bid opening. A Bid may also be withdrawn in person by a Bidder or his authorized representative prior to the exact hour and date specified for Bid opening, provided the person's identity is made known and the person signs a receipt for the Bid.

c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

1) The Bidder submits a written request for withdrawal.

2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.

3) The request for relief and supporting evidence must be received by the Contracting Officer within three (3) business days after Bid opening, but before award of the Contract.

4) The Contracting Officer shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the Contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.

5) If a Bidder is permitted to withdrawal its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded Contractor, without the written approval of the Contracting Officer.

d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Commonwealth, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the Service Bid/Contract form including but not limited to any requirement to submit performance or payment security or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the service.

e. Clarification and Additional Information. After the receipt of Bids, the Commonwealth shall have the right to contact Bidders for the purpose of seeking:

1) Clarification of the Bid which confirms the Commonwealth's understanding of statements or information in the Bid or;

2) Additional information on the services offered; provided the Service Bid/Contract form does not require the rejection of the Bid for failure to include such information.

6. ***REJECTION OF BIDS:*** The Commonwealth 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 the best interests of the Commonwealth are thereby served.

7. ***AWARDS:*** Unless all Bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsible and responsive Bidder. Unless otherwise specified by the Commonwealth in the Service Bid/Contract form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. 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 corrected. **As a condition for receipt of award of a contract/purchase order, the lowest responsible and responsive Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master File. In order to register, bidders must visit the vendor registration website, http://www.vendorregistration.state.pa.us/, or call the Central Vendor Management Unit toll free at 866-775-2868 or 717-214-2868.**

8. ***TIE BIDS:*** All tie Bids will be broken by the Issuing Office.

9. ***PROMPT PAYMENT DISCOUNTS:*** Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Commonwealth will take advantage of such offer.

10. ***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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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*.