



Central Susquehanna Intermediate Unit



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**PEPPM 2018  
Catalog Bid**

**Pennsylvania Contract Documentation**

**Bid # 528262**

**Contract Start Date: January 1, 2018**

## PEPPM 2018 Catalog Bid - Award List for Pennsylvania

Awarded November 16, 2017

Category	Category Description	Vendor
Audio Visual Products	Audio and video conferencing/production equipment, cameras, camcorders, displays, microphones, lecterns, carts, etc.	Adorama Camera, Inc.
Audio Visual Products	Audio and video conferencing/production equipment, cameras, camcorders, displays, microphones, lecterns, carts, etc.	Camcor, Inc.
Audio Visual Products	Audio and video conferencing/production equipment, cameras, camcorders, displays, microphones, lecterns, carts, etc.	GovConnection, Inc.
Audio Visual Products	Audio and video conferencing/production equipment, cameras, camcorders, displays, microphones, lecterns, carts, etc.	Troxell Communications
General Hardware and Software	Computer systems, software, peripherals, cables, supplies, etc.	Adorama Camera, Inc.
General Hardware and Software	Computer systems, software, peripherals, cables, supplies, etc.	CDWG
General Hardware and Software	Computer systems, software, peripherals, cables, supplies, etc.	GovConnection, Inc.
Refurbished Computer Systems and Parts	Computer systems and parts that have been sold and used previously, reconditioned to factory standards for resale	2NDGear
Refurbished Computer Systems and Parts	Computer systems and parts that have been sold and used previously, reconditioned to factory standards for resale	CXtec
Refurbished Computer Systems and Parts	Computer systems and parts that have been sold and used previously, reconditioned to factory standards for resale	Joy Systems
Refurbished Computer Systems and Parts	Computer systems and parts that have been sold and used previously, reconditioned to factory standards for resale	K12 Solutions, Inc.
Refurbished Computer Systems and Parts	Computer systems and parts that have been sold and used previously, reconditioned to factory standards for resale	Trinity3 Technology
Remanufactured Laser Toner and Ink Cartridges	Laser toner and ink cartridges	IPS Global
Remanufactured Laser Toner and Ink Cartridges	Laser toner and ink cartridges	Printing Supplies USA, LLC
Remanufactured Laser Toner and Ink Cartridges	Laser toner and ink cartridges	The Office Pal

# PEPPM Bid Process and Award Details

**Awarding Institution:**

Central Susquehanna Intermediate Unit  
90 Lawton Lane  
Milton, PA 17847

**Dates of publication of notice inviting bids:**

1. PEPPM 2018 Catalog Bid:
  1. PA - Aug. 8, 2017; Aug. 15, 2017; Aug. 22, 2017;
  2. Other – Aug. 8, 2017; Aug. 15, 2017; Aug. 22, 2017;

**Newspaper of publication:**

1. PEPPM 2018 Catalog Bid:
  1. The Daily Item, Sunbury, PA; Standard Journal, Milton, PA; The Patriot-News, Harrisburg, PA; The Baltimore Sun, MD; The Times-Union, Albany, NY; The Times of Trenton, Trenton, NJ; USA Today

**Date of award:**

1. PEPPM 2018 Catalog Bid: November 16, 2017

**Term of Contract:**

1. PEPPM 2018 Catalog Bid: January 1, 2018 - December 31, 2020

**Agencies eligible to purchase in Pennsylvania:**

All local education agencies (LEAs), which include school districts, career and technology centers, intermediate units, state-approved private schools providing approved special education programs, nonpublic schools, community colleges, public libraries and state-approved charter schools. Four-year colleges, universities, local and state government agencies, local municipalities and related county/municipal authorities and non-profit entities (with vendor approval and where permissible by statute or regulation) are also eligible PEPPM buyers.



501 N. Calvert St., P.O. Box 1377  
Baltimore, Maryland 21278-0001  
tel: 410/332-6000  
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 5077733

**Sold To:**

CENTRAL SUSQUEHANNA IU (hc) - CU00245739  
90 Lawton Ln  
Milton, PA 17847-9756

**Bill To:**

CENTRAL SUSQUEHANNA IU (hc) - CU00245739  
90 Lawton Ln  
Milton, PA 17847-9756

Was published in "The Baltimore Sun", "Daily", a newspaper printed and published in Baltimore City on the following dates:

Aug 08, 2017; Aug 15, 2017

The Baltimore Sun Media Group

By *S. Wilkins*

By Legal Advertising

Subscribed and sworn to before me this 31 day of Aug 2017,

By \_\_\_\_\_

*Michele Elaine*

Notary Public

My commission expires 10/5/19



**LEGAL NOTICES**

**Baltimore City**  
**Horace S Wedmore III**, Proper Person  
 1960 Wareham Road  
 Baltimore, MD 21222  
 Notice of Appointment Notice to Creditors  
 Notice to Unknown Heirs to all Persons Interested in the  
**Estate of (139693) Adelaide L. Wedmore**  
 Notice is given that HORACE S WEDMORE III, 1960 Wareham Road, Baltimore, MD 21222 was on August 9, 2017 appointed personal representative(s) of the estate of Adelaide L. Wedmore who died on July 16, 2017 with a will.  
 Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative(s) or the attorney.

All persons having any objection to the appointment or to the probate of the decedent's will shall file their objections with the Register of Wills on or before the 9th day of February, 2017.  
 Any person having a claim against the decedent must present the claim to the undersigned personal representative(s) file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:  
 (1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or  
 (2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

HORACE S WEDMORE III, Personal.  
 True Test-Copy: **BELINDA K. CONAWAY**,  
 Register of Wills for Baltimore City,  
 111 N. Calvert Street, Baltimore, Maryland 21202  
 8/15, 8/22, 8/29/17

**Baltimore City**

**Keith R. Havens, Esquire**, Proper Person  
 2401 Research Boulevard, Suite 308  
 Rockville, MD 20850  
 Small Estate Notice of Appointment Notice to Creditors  
 Notice to Unknown Heirs to all Persons Interested in the  
**Estate of (113640) Di Vijiha Alwis Gunasekara**  
 Notice is given that KEITH R. HAVENS, ESQUIRE, 2401 Research Boulevard, Suite 308, Rockville, MD 20850 was on August 11, 2017 appointed personal representative(s) of the small estate of Di Vijiha Alwis Gunasekara who died on June 13, 2017 without a will.  
 Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative(s) or the attorney.

All persons having any objection to the appointment shall file their objections with the Register of Wills within 30 days after the date of publication of this Notice. All persons having an objection to the probate of the will shall file their objections with the Register of Wills within six months after the date of publication of this Notice.  
 All persons having claims against the decedent must serve their claims on the undersigned personal representative(s) or file them with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or  
 (2) Thirty days after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claims will be barred unless the creditor presents the claim within thirty days from the mailing or other delivery of the notice. Any claim not served or filed within that time, or any extension provided by law, is unenforceable thereafter.

KEITH R. HAVENS, ESQUIRE, Personal.  
 True Test-Copy: **BELINDA K. CONAWAY**,  
 Register of Wills for Baltimore City,  
 111 N. Calvert Street, Baltimore, Maryland 21202  
 8/15/17

**Baltimore City**

**Amy Louise Miller**, Proper Person  
 8020 McKinley Ct  
 Bel Air, MD 21015  
 Notice of Appointment Notice to Creditors  
 Notice to Unknown Heirs to all Persons Interested in the  
**Estate of (139712) Frederick Louis Allen**  
 Notice is given that AMY LOUISE MILLER, 8020 McKinley Ct, Bel Air, MD 21015 was on August 11, 2017 appointed personal representative(s) of the estate of Frederick Louis Allen who died on August 7, 2017 without a will.  
 Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative(s) or the attorney.

All persons having any objection to the appointment or to the probate of the decedent's will shall file their objections with the Register of Wills on or before the 11th day of February, 2018.  
 Any person having a claim against the decedent must present the claim to the undersigned personal representative(s) or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or  
 (2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

AMY LOUISE MILLER, Personal.  
 True Test-Copy: **BELINDA K. CONAWAY**,  
 Register of Wills for Baltimore City,  
 111 N. Calvert Street, Baltimore, Maryland 21202  
 8/15, 8/22, 8/29/17

**SAK Construction, LLC**  
 is seeking Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) for a Maryland project: Baltimore, MD - SC-974 - On-call Assessment & Repairs of Sanitary Sewer Mains and Laterals - Zone B.  
 The project bids on August 16th at 11:00 AM local time. All negotiations must be completed by August 15th.

Subcontracting opportunities include but are not limited to: Critical Path Method Scheduling, Surveyors, Excavating Contractors, Sewer & Pipeline Cleaner and Rehab, Sewer Cams, Tractors, Cured -in-Place-Pipe (CIPP), Bypass Pumping of Existing Sanitary Sewer Flows, Reconnection/Reconnection of Existing Laterals, Sewer Water Main Utilities, Traffic Control Systems and Devices, Underground Utility and Leak Detection, Restoration, and related work.  
 Please advise if your firm is interested in seeking this opportunity. Bid documents are available at the Abell Wetman Municipal Building 200 N. Holiday Street, Baltimore, MD 21202. Documents can also be viewed at SAKs office at 1405 Benson Court, Arbutus, MD 21222 and for subscribers to Bluebook at BB Bid: http://www.bbidd.com/42.  
 Please contact Lawrence Smith at (443) 297-1935 or by fax at (433) 297-1901 to discuss this subcontracting opportunity.

**NOTICE OF SERVICE BY PROCESS OF PUBLICATION STATE OF NORTH CAROLINA Before the North Carolina Board of Nursing**  
 RE: North Carolina Board of Nursing v. Pattie Barnes Robinson LPN #37565  
 LC: Pattie Barnes Robinson, Licensee  
 Take notice that the North Carolina Board of Nursing, in the above captioned matter, issued on July 20, 2017, Notice of Hearing alleging that you violated the Nursing Practice Act (Chapter 9 of the North Carolina General Statutes) and regulations enacted by the North Carolina Board of Nursing. The North Carolina Board of Nursing is seeking to revoke your license to practice nursing in North Carolina.  
 You are required to respond to the North Carolina Board of Nursing's Notice of Hearing by September 8, 2017 and, upon your failure to do so, the North Carolina Board of Nursing will proceed with an Administrative Hearing on September 21, 2017 at 8:30 a.m. to determine if your license to practice nursing in North Carolina shall be revoked. This 7th day of August, 2017.  
 Julia L. George, RN, MSN, FRE Executive Director  
 North Carolina Board of Nursing  
 Post Office Box 2129  
 Raleigh, North Carolina 27602

**Request for Bids**  
 The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states including Maryland for the PEPPM 2018 Technology Cooperative Purchasing Program.  
 •PEPPM 2018 Catalog Bid  
 •PEPPM 2018 Product Line Bid  
 Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSIU, 90 Lawton Lane, Milton, PA 17184. Interested vendors may register to access the bid documents online at www.epylon.com.  
 All Maryland public and non-public schools may purchase from these awarded contracts.  
 For more information about the bid and where bids will be received and opened, visit www.peppm.org or contact Jared Lehman at (570)-523-1155 x2169.

**CARROLL COUNTY FORECLOSURE**

**BWW Law Group, LLC**  
 6003 Executive Blvd., Suite 101  
 Rockville, MD 20852  
 (301) 961-6555  
**SUBSTITUTE TRUSTEES' SALE OF REAL PROPERTY AND ANY IMPROVEMENTS THEREON**  
**1551 FAIRMOUNT RD. HAMPSTEAD, MD 21074**

Under a power of sale contained in a certain Deed of Trust dated December 17, 2008 and recorded in Liber 5655, Folio 612 among the Land Records of Carroll County, MD, with an original principal balance of \$178,877.00 and a current interest rate of 7.625%, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**AUGUST 25, 2017 AT 10:00 AM**  
 ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon situated in Carroll County, MD and more fully described in the aforesaid Deed of Trust.

The property, and its improvements thereon, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.  
 Terms of Sale: A deposit of \$17,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. If Sub. Trustees are unable to convey either insurable or marketable title, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is the return of the deposit without interest. (Matter No. 208483-2)

PLEASE CONSULT **WWW.ALEXCOOPER.COM** FOR STATUS OF UPCOMING SALES  
 Howard N. Bierman, Carrie M. Ward, et. al.,  
 Substitute Trustees

**Alex Cooper**  
 AUCTIONEERS INC.  
 TOWSON OFFICE WASHINGTON, DC OFFICE  
 410-828-4838 800-272-3145  
 WWW.ALEXCOOPER.COM

33-C Aug. 8, 15, 22 5116190

**BWW Law Group, LLC**  
 6003 Executive Blvd., Suite 101  
 Rockville, MD 20852  
 (301) 961-6555  
**SUBSTITUTE TRUSTEES' SALE OF REAL PROPERTY AND ANY IMPROVEMENTS THEREON**  
**6005 CONOVER RD. TANEYTOWN, MD 21787**

Under a power of sale contained in a certain Deed of Trust dated February 15, 2008 and recorded in Liber 5466, Folio 687 among the Land Records of Carroll County, MD, with an original principal balance of \$108,209.00 and a current interest rate of 6%, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**AUGUST 18, 2017 AT 10:00 AM**  
 ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon situated in Carroll County, MD and more fully described in the aforesaid Deed of Trust.

The property, and its improvements thereon, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.  
 Terms of Sale: A deposit of \$9,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. If Sub. Trustees are unable to convey either insurable or marketable title, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is the return of the deposit without interest. (Matter No. 309995-2)

PLEASE CONSULT **WWW.ALEXCOOPER.COM** FOR STATUS OF UPCOMING SALES  
 Howard N. Bierman, Carrie M. Ward, et. al.,  
 Substitute Trustees

**Alex Cooper**  
 AUCTIONEERS INC.  
 TOWSON OFFICE WASHINGTON, DC OFFICE  
 410-828-4838 800-272-3145  
 WWW.ALEXCOOPER.COM

32-A August 1, 8, 15 5097941

**AUCTIONS**

**REAL ESTATE AUCTIONS**  
**WED. AUG. 16**  
 Sales On Respective Premises  
**2 BALTIMORE CITY PROPERTIES**  
 At the Following Times:  
**AT 10:30 A.M.**  
**1926 W. MOSHER ST.**  
 \*West Baltimore - Midtown - Edmondson\* - 21217  
**Absolute Auction Above: \$2,500** - Two story brick end townhome. Deposit: \$2,500  
**AT 11:15 A.M.**  
**3017 BRIGHTON ST.**  
 \*Rosemont\* - 21216  
 Suggested Opening Bid: \$5,000 - Two story porchfront townhome. Deposit: \$2,500  
 Deposits, as stated above, payable by cashier's check, are required to bid. Please see our web site or call for complete details, photos & terms.  
**A. J. BILLIG & CO. AUCTIONEERS**  
 Real Estate Specialists  
**410-296-8440**  
**www.ajbillig.com**

One House At A Time, Inc., Receiver  
 3533 Chestnut Ave. #2N, Balto., MD 21211  
**★ ABSOLUTE RECEIVER'S AUCTIONS ★**  
 To the Highest Bidders Above \$5,000  
**31 - BALTIMORE CITY VACANT PROPERTIES**  
 - Neighborhoods Include -  
 • Reservoir Hill • Canton • Greentown • Better Waverly • Mid-Town Belvedere • New Southwest/Mount Clare • Belair-Edison • Hanlon-Longwood • And More •  
**Sale To Be Held**  
**RADISSON HOTEL AT CROSS KEYS**  
 5100 Falls Road, Baltimore, MD 21210  
**TUESDAY, AUGUST 22 - 11:00 A.M.**  
 Outstanding opportunity to purchase a variety of residential and commercial properties requiring rehabilitation for as little as \$5,000. YOU MUST PRE-QUALIFY TO BID BY TUES. AUG. 15- NO EXCEPTIONS. Previously qualified buyers must also verify their status. Please see our web site for registration form, complete details, photos and terms.  
**No Buyer's Premium**  
**A. J. BILLIG & CO. 410-296-8440**  
**AUCTIONEERS**  
 Real Estate Specialists **www.ajbillig.com**

**★★★ AUTO AUCTION ★★★**  
**SALES EVERY THURSDAY • Next Sale: Thursday, Aug 17 • 8:00 am**  
 Featuring repossessed assets from area Credit Unions, Banks, and other Financial Institutions.  
 REGISTRATION & INSPECTION STARTING AT 7:00 a.m.  
 To view autos being offered this week go to: **www.bscamerica.com** & click on Car & Truck Auction.  
**PUBLIC WELCOME!**  
**Car & Truck Auction**  
 BSC America  
 1300Y STATION  
 1300 BUSINESS CENTER WAY  
 EDGEWOOD, MD 21040  
**410-893-5200**

**★★★ AUTO AUCTION ★★★**  
**SALES EVERY THURSDAY • Next Sale: Thursday, August 17 • 8:45 am**  
 Featuring repossessed assets from area Credit Unions, Banks, and other Financial Institutions.  
 2005 CHEVROLET TAHOE 4x4 V6 135 SUN/SHIMMER 1GNK13405JZ46276  
 REGISTRATION & INSPECTION STARTING AT 8:00 a.m.  
 To view autos being offered this week go to: **www.bscamerica.com** & click on Lane 6.  
**PUBLIC WELCOME!**  
 BelAir Auto Auction  
 803 Belair Rd. • Bel Air, MD 21014  
**410-879-7950**

**★★★ AUTO AUCTION ★★★**  
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**410-879-7950**

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**PUBLIC WELCOME!**  
 BelAir Auto Auction  
 803 Belair Rd. • Bel Air, MD 21014  
**410-879-7950**

**PUBLIC AUCTION**  
 SunTrust Bank  
 Chase, VRS/Credit Acceptance Corp. and all other institutions legally obligated to offer vehicles to the public  
 Every Thursday at 9:00 AM  
**MANHEIM FREDERICKSBURG**  
 120 Auction Drive  
 Fredericksburg, VA 22406  
 For more registration and information, please contact  
**Manheim Fredericksburg**  
 540-368-3400

**REAL ESTATE AUCTION**  
**WASHINGTON VILLAGE-PIGTOWN**  
**1421 WARD ST.**  
 Baltimore City, MD 21230  
**TUES. AUG. 15 - 12:15 PM.**  
 Suggested Opening Bid: \$10,000 - Two Story Townhome. Deposit: \$2,500 cashier's check.  
**A. J. BILLIG & CO. AUCTIONEERS**  
 Real Estate Specialists  
**410-296-8440**  
**www.ajbillig.com**

**LENDER ORDERED OPENING BID \$30,000!**  
**4BR Colonial Style Home in "Lauraville"**  
 Auction to be held on the premises  
**2901 Southern Ave. Baltimore, MD 21214**  
**AUG. 18 @ 11 AM**  
 4 BR, 1BA colonial style home on a corner lot includes, wood type floors, stained glass, covered front porch and a fenced in back yard.  
 Larry Cooper • 410-977-4708  
 \$3,500 Deposit. Full terms & conditions available online.  
**ALEX COOPER**  
 410-828-4838  
**www.AlexCooper.com**

**REAL ESTATE AUCTION**  
**COLDSTREAM HOMESTEAD MONTEBELLO**  
 Two Story End-of-Grow **MIXED-USE BUILDING**  
 2Dwelling Units, 2Storefronts  
**2510 ROBB ST.**  
 Baltimore City, MD 21218  
**THURS., AUG. 17 AT 11:45 A.M.**  
 Suggested Opening Bid: \$35,000  
 A \$5,000 cashier's check deposit is required to bid. Please see our web site or call for complete details, photos & terms.  
**A. J. BILLIG & CO. AUCTIONEERS**  
 Real Estate Specialists  
**410-296-8440**  
**www.ajbillig.com**

**REAL ESTATE AUCTION**  
**COLDSTREAM HOMESTEAD MONTEBELLO**  
 Two Story End-of-Grow **MIXED-USE BUILDING**  
 2Dwelling Units, 2Storefronts  
**2510 ROBB ST.**  
 Baltimore City, MD 21218  
**THURS., AUG. 17 AT 11:45 A.M.**  
 Suggested Opening Bid: \$35,000  
 A \$5,000 cashier's check deposit is required to bid. Please see our web site or call for complete details, photos & terms.  
**A. J. BILLIG & CO. AUCTIONEERS**  
 Real Estate Specialists  
**410-296-8440**  
**www.ajbillig.com**

**REAL ESTATE AUCTION**  
**COLDSTREAM HOMESTEAD MONTEBELLO**  
 Two Story End-of-Grow **MIXED-USE BUILDING**  
 2Dwelling Units, 2Storefronts  
**2510 ROBB ST.**  
 Baltimore City, MD 21218  
**THURS., AUG. 17 AT 11:45 A.M.**  
 Suggested Opening Bid: \$35,000  
 A \$5,000 cashier's check deposit is required to bid. Please see our web site or call for complete details, photos & terms.  
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**410-296-8440**  
**www.ajbillig.com**

**ESTATE AUCTION**  
 Saturday, August 19 at 4pm  
 Previews are  
 Friday 12pm to 7pm  
 Saturday 12pm to 4pm  
 For details see  
 auction@scmff.com/35045  
 or www.bdduleyandson.com  
 9542 Deercro Rd.  
 Timonium, Md. 21093,  
 ph. 410-252-9800

**THE JOB NETWORK**  
 THE BALTIMORE SUN  
 TO LEARN MORE VISIT  
**www.thejobnetwork.com/employers**

**BANKRUPTCY TRUSTEE'S AUCTION SALES**  
**OPENING BID \$5,000 PER PROPERTY**  
**61 Tenant Occupied Baltimore City Residential Investment Properties**  
 Auctions to be held in our gallery at 908 York Road, Towson, MD  
 with online bidding available through our Simulcast service.  
**Wednesday, August 23, 2017**  
**To commence promptly at 12 noon.**  
 The fully leased single family homes are located near the Johns Hopkins Hospital on the East side of Baltimore City. Neighborhoods include Barclay, Broadway East, CARE, Darley Park, Greenmount West, Middle East, Milton-Montford and Oliver.  
 For more information, call Nick Luciani at 443-465-4761. \$2,500 Deposit per property. See website for buyer's premium, additional information, terms & conditions.  
**ALEX COOPER**  
 410-828-4838 • WWW.ALEXCOOPER.COM

**GALLERY Auction**  
**Thurs., AUGUST 24<sup>th</sup>**  
 Session begins at 12 PM  
**Large Collection of Fine Jewelry & Sterling Silver**  
**Sat., AUGUST 26<sup>th</sup>**  
 Session begins at 10 AM  
**Fine Oriental Rugs and Carpets; Important Contemporary Art; Decorative Arts including Export Porcelain, Georgian & Continental Glass, U.S. & Middle Eastern Maps & Artifacts, Portrait Miniatures, Bronze Sculptures, Ward Bros. Decoys, etc.; 4 Old Cars; Steinway Piano; Mid-Century Modern & Continental Furniture**  
 Auction to be held in our gallery at  
**908 York Road • Towson, MD**  
**PREVIEW: Tues.-Fri., August 22-25 » 10am - 4pm**  
**ALEX COOPER**  
 http://antiques.alexcooper.com • MD DLLR #2503  
 410-828-4838 • Email: antiques@alexcooper.com

Deborah C. Dopkin, Esquire  
 P.O. Box 323, Brooklandville, MD 21022  
**TRUSTEE'S AUCTION**  
**PIKEVILLE**  
 "Colonial Village"  
**STONE RANCHER**  
 On Double Lot  
 Sale On Premises  
**7109 DEERFIELD RD.**  
 Corner Lowell Drive  
 Baltimore County, MD 21208  
**WEDNESDAY, AUGUST 23, 2017**  
**AT 11:00 A.M.** (Inspection 10:00 A.M.)  
 Home contains a living room with stone fireplace, dining room, kitchen, master, second bedroom, enclosed sun porch and full ceramic tile bath on the first floor. Basement has two rooms, which could be bedrooms, half-bath and laundry. Wood floors, gas forced air heat, central air conditioning, and detached two-car brick garage. The home needs cosmetic repairs. Total lot size 0.28 acre ml. A \$10,000 deposit, payable by cashier's check, will be required of the purchaser at time and place of sale. Please see our website or call for complete details, photos and terms.  
**No Buyers Premium** Deborah C. Dopkin, Trustee  
**A. J. BILLIG & CO. 410-296-8440**  
**AUCTIONEERS**  
 Real Estate Specialists **www.ajbillig.com**

**REAL ESTATE AUCTION**  
 - \$200,000 Suggested Opening Bid -  
**POINT PLEASANT**  
**1.75± ACRE WATERFRONT DEVELOPMENT PARCEL**  
 Situated On Marley Creek  
 Development Plan for  
**5 HOMESITES**  
 Public Utilities & County Approval  
 Sale On Premises  
**1607 MARLEY AVE.**  
 Corner 7th Street, Glen Burnie, Anne Arundel County, MD 21060  
**TUES., AUGUST 15, 2017 • AT 11:00 A.M.**  
 A \$20,000 deposit by cashier's check is required of the buyer at time of sale. Please see our website or call for complete details, photos & terms.  
**A. J. BILLIG & CO. 410-296-8440**  
**AUCTIONEERS**  
 Real Estate Specialists **www.ajbillig.com**

**AUCTION BROKERS**  
 A CHARLES PARRISH COMPANY  
**SATURDAY, AUGUST 26<sup>TH</sup>**  
 11am: 714 Sequoia Dr, Edgewood, MD 21040, Harford Co.  
 3BR/1.5BA TH. BP Dep. \$3K. **Charles St Clair** 410-709-8192  
**4 1 0 - 4 2 6 - 2 6 2 2**  
 See website for terms & conditions. Auctioneer-Charles Parrish LHA-351  
**www.AuctionBrokers.net**  
 You can find pre-auction opportunities at our next real estate network meeting. Call: 410-426-6000.

**THE AUCTION COMPANIES**  
**CHECK OUR WEBSITES FOR ALL UPCOMING FORECLOSURE**  
 www.TidewaterAuctions.com  
 www.Mid-AtlanticAuctioneers.com  
 www.MDCAuctioneers.com  
**410-825-2900**

LEGAL NOTICES

Legal Notice
Route 1 Self Storage Facility Operators Sale for non-payment of storage charges pursuant to the power of sale contained under Maryland Self-Storage Facility Act Senate Bill 122...

Request for Bids
The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states including Maryland...

Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSIU, 90 Lawton Lane, Milton, PA 17847...

All Maryland public and non-public schools may purchase from these awarded contracts. For more information about the bid and where bids will be received and opened, visit www.peppm.org or contact Jared Lehman at (570-523-1155 x2169).

NOTICE OF SERVICE BY PROCESS OF PUBLICATION
STATE OF NORTH CAROLINA
Board of Nursing
RE: North Carolina Board of Nursing v. Pattie Barnes Robinson LPN #3765
TO: Pattie Barnes Robinson, Licensee
Take notice that the North Carolina Board of Nursing, in the above captioned matter, issued on July 20, 2017, Notice of Hearing alleging that you violated the Nursing Practice Act (Chapter 90 of the North Carolina General Statutes) and regulations enacted by the North Carolina Board of Nursing...

AUCTIONS

Investment Opportunity
REAL ESTATE AUCTION
-\$500,000 Suggested Opening Bid -
RETAIL STRIP CENTER
95% Occupied + On-Site Parking
\$82,902 ANNUAL NET INCOME
"Liberty Center"
6029-6037
LIBERTY ROAD
Baltimore County, MD 21207
THURSDAY, AUGUST 10, 2017
AT 11:00 A.M.

REAL ESTATE AUCTION
HAMPDEN AREA - Medfield -
Two - 3-Unit APARTMENT BUILDINGS
Sale On Premises
4227 NEWPORT AVE. & 4225 ELSA TERR.
Baltimore City, MD 21211
WED., AUG. 9
AT 11:00 A.M.
Suggested Opening Bids: \$75,000

REAL ESTATE AUCTION
STATION NORTH
Arts & Entertainment District
Three Story MIXED-USE BUILDING
Zoned OR-1: Office Residential & R-MU; Rowhouse Mixed-Use
Sale On Premises
215 E. NORTH AVE.
Near Calvert Street
Baltimore City, MD 21202
WED., AUGUST 9
AT 12:00 NOON
Suggested Opening Bid: \$50,000

REAL ESTATE AUCTION
WASHINGTON VILLAGE-PIGTOWN
1421 WARD ST.
Baltimore City, MD 21230
TUES. AUG. 15 - 12:15 P.M.
Suggested Opening Bid: \$10,000 - Two Story Townhome. Deposit: \$2,500 cashier's check.

Investment Opportunity
REAL ESTATE AUCTION
-\$500,000 Suggested Opening Bid -
RETAIL STRIP CENTER
95% Occupied + On-Site Parking
\$82,902 ANNUAL NET INCOME
"Liberty Center"
6029-6037
LIBERTY ROAD
Baltimore County, MD 21207
THURSDAY, AUGUST 10, 2017
AT 11:00 A.M.

One House At A Time, Inc., Receiver
3533 Chestnut Ave. #2N, Balto., MD 21211
★ ABSOLUTE RECEIVER'S AUCTIONS ★
To the Highest Bidders Above \$5,000
33 - BALTIMORE CITY VACANT PROPERTIES
- Neighborhoods Include -
• Reservoir Hill • Canton • Greentown • Better Waverly • Mid-Town Belvedere • New Southwest/Mount Clare • Belair-Edison • Hanlon-Longwood • And More •

REAL ESTATE AUCTION
-\$200,000 Suggested Opening Bid -
POINT PLEASANT
1.75± ACRE WATERFRONT DEVELOPMENT PARCEL
Sited On Marley Creek
Development Plan for 5 HOMESITES
Public Utilities & County Approval
Sale On Premises
1607 MARLEY AVE.
Corner 7th Street, Glen Burnie, Anne Arundel County, MD 21060
TUES., AUGUST 15, 2017 • AT 11:00 A.M.

THE AUCTION COMPANIES
CHECK OUR WEBSITES FOR ALL UPCOMING FORECLOSURE
www.TidewaterAuctions.com
www.Mid-AtlanticAuctioneers.com
www.MDCAuctioneers.com
410-825-2900

LAND AUCTION
80 LOTS - ANTIETAM COMMONS
WAYNESBORO, PA 17268
AUG 25, 2017-1PM
90Min to DC/BALT
20Min to WHITETAIL SKI
717-597-9100
Matthew Hurley-AU003413L
WWW.HURLEYAUCTIONS.COM

LENDER ORDERED AUCTIONS
2 Residential Properties in Baltimore County & City
Auctions to be held on the respective premises
Friday, August 11, 2017
11:00 AM - OPENING BID \$40,000
8152 Gray Haven Rd. • Dundalk, MD 21222
3 BR, 1.5 BA townhome includes wood type floors, partially finished LL with walkout, detached shed & fenced in rear yard. Deposit \$4,500.

SUBSTITUTE TRUSTEES' AUCTION
2-Story Commercial Building in the "Overlea Area"
Auction to be held on the premises
6801 Belair Rd. • Baltimore, MD 21206
TUES., AUGUST 15 @ 10:00 AM
2-story plus basement & attic commercial bldg, comprising 4,630± SF. First floor contains offices & second floor contains two apartments that are leased as one apartment.

REAL ESTATE AUCTIONS
WED., AUG. 16
Sales On Respective Premises
2 BALTIMORE CITY PROPERTIES
At the Following Times:
AT 10:30 A.M.
1926 W. MOSHER ST.
"West Baltimore - Midtown - Edmondson" - 21217
Absolute Auction Above: \$2,500 - Two story brick end townhome. Deposit: \$2,500 AT 11:15 A.M.

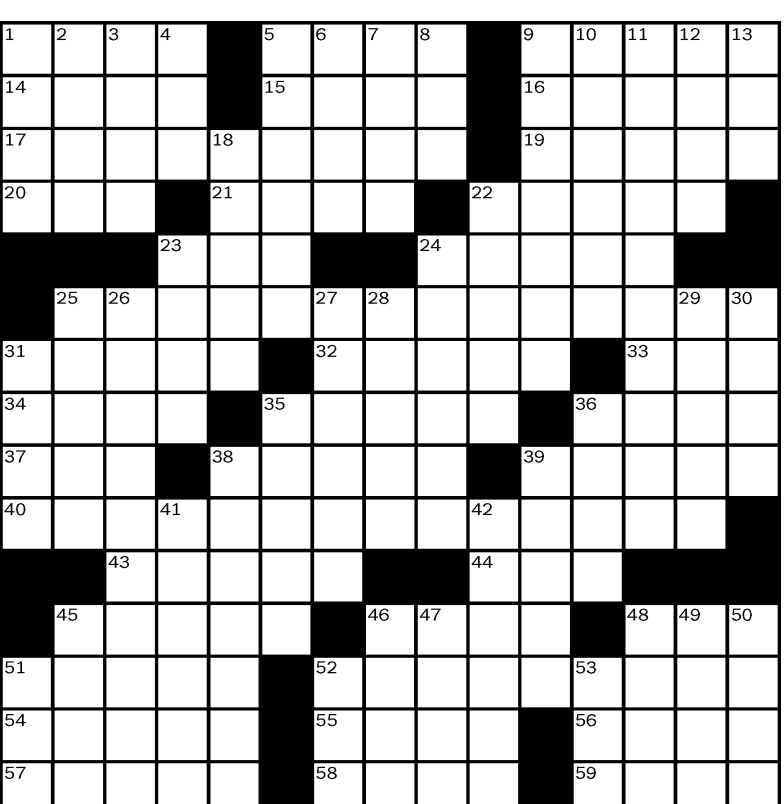
★★★ AUTO AUCTION ★★★
SALES EVERY THURSDAY • Next Sale: Thursday, Aug 10 • 8:45 am
Featuring repossessed assets from area Credit Unions, Banks, and other Financial Institutions.
REGISTRATION & INSPECTION STARTING AT 8:00 a.m.
To view autos being offered this week go to: www.bscamerica.com & click on Lane 6.

★★★ AUTO AUCTION ★★★
SALES EVERY THURSDAY • Next Sale: Thursday, Aug 10 • 8:00 am
Featuring repossessed assets from area Credit Unions, Banks, and other Financial Institutions.
REGISTRATION & INSPECTION STARTING AT 7:00 a.m.
To view autos being offered this week go to: www.bscamerica.com & click on Car & Truck Auction.

Selling a car?
Reach more people in print and online by placing your ad through our self-service site. It's easy and affordable.
Go to www.baltimoresun.com/advertiser
THE BALTIMORE SUN MEDIA GROUP

the new york times crossword no. 0704

- ACROSS
1 Covering for leftovers
5 Popular sneakers
9 Pet welfare org.
14 Hairstyle that might have a lot of spray
15 Its first flight went from Geneva to Tel Aviv
16 "Calm down!"
17 Title bootlegger in an F. Scott Fitzgerald novel
19 Fry in a small amount of fat
20 Sick
21 Ones jumping up Down
Under, for short
22 Appears to be
23 Gardening tool
24 Édouard who painted "Le Déjeuner sur l'herbe"
25 "I'm here, too!"
31 Yrting cartridge
32 Tennis star nicknamed "The King of Clay"
33 Russian for "peace"
34 Green-light
35 Tough job for a dry cleaner
36 Skirt that stops at the ankles
37 Country singer Tillis
38 The Hindu "Ramayana" and others
39 Stage, as a play
40 Model with the most Sports Illustrated swimsuit edition covers (5)



- DOWN
1 Big name in camera film
2 Fancy stone
3 Pastoral verse
4 Captain's record
5 President, at times
6 In addition
7 Snatches
8 Cunning
9 London football club nicknamed "The Gunners"
11 Anago, at a sushi restaurant
12 Common ingredient in pasta sauce
13 Firefighter's tool
18 Very loud
22 The Great Tempter
23 Chopper in the Vietnam War
24 Fashionable
25 Backwoods sort
26 Crawling, say
27 Lure
28 Org. that gives out Image
Awards and Spingarn Medals
29 President who launched the war on drugs
30 Land celebrated on March 17
31 São and Príncipe
35 Sends unwanted email
36 Dishvel
38 Attempt to copy
39 code (discount provider)
41 Drops a few G's, say?
42 Allow
45 "Julius Caesar" costume
46 Persian leader
47 Jane who falls for Edward Rochester
48 Directional word, for short
49 Justice Gorsuch
50 Highchair surface
51 Real beauty
52 Rainy
53 \_\_\_ Mahal

ANSWER TO YESTERDAY'S PUZZLE
JAPAN SOLO RAND
IRATE TWIN ALOE
LASERGUIDED BOMB
TBS FORE ORATES
AGED SNIT
FOSBURY FLOP SIP
ASTIN RON LANA
ICED BRIBE AJAR
LANE ROE GIANT
SRO ROAD TURKEY
HEAD VATS
SHIELD RICH HAS
HOLLYWOODORBUS
ELSE ARLO TONIA
DEAN YELL EDGAR

Selling your car has never been easier.
www.advertise.baltimoresun.com

Bridge Play Frank Stewart
"what's wrong with him now?" -- the late Yogi Berra, told that his wife had taken their young son to see "Doctor Zhivago."
Today's South was asking what more could go wrong. At 3NT, he took the queen of hearts, led a club to his king and returned the jack. When West threw a spade, South let East's queen win.
East inferred that if South feared a heart return, he would have played the clubs differently. So East shifted to a diamond: jack, king. When West exited with a heart, South had only eight tricks. He let the queen of spades ride, but East won and led the ten of diamonds, and South went down two.
"Every card was wrong," South grumbled.
South can take the ace of clubs at Trick Two, then lead to his jack. As it happens, he makes an overtrick, but if West had the queen, he would have no winning return.
If West led a diamond or spade, South could get his ninth trick in one of those suits. If West led a heart, South could finesse in spades to get a second spade trick.
DAILY QUESTION
You hold: ♠9732 ♥J1096 ♦AK93 ♣6. The dealer, at your left, opens one club, and two passes follow. What do you say?
ANSWER: To act is correct. Your partner surely has some points -- maybe quite a few -- otherwise the opponents would still be bidding. Double. You couldn't consider doubling in the direct position (unless perhaps you were a passed hand), but you can "balance" with a double despite shaded values. Your partner must not count on you for more.
-Tribune Media Services

AFFIDAVIT

State of New Jersey  
County of Middlesex

Maryanne Uldrich, being duly sworn, says that (s)he is connected with The Times of Trenton, a newspaper circulating in Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, and Somerset Counties, New Jersey, and that a notice of which the annexed is a true copy was published on the following dates in said newspaper:

8/8, 15/2017

Maryanne Uldrich  
Maryanne Uldrich

Sworn to before me this 23  
day of August, 2017.

(Signature)  
NOTARY PUBLIC

CHERYLYN A. ALSTON  
Commission # 50002722  
Notary Public, State of New Jersey  
My Commission Expires  
September 05, 2019

**Request for Bids**  
The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states including New Jersey for the PEPPM 2018 Technology Cooperative Purchasing Program:  
\* PEPPM 2018 Catalog Bid  
\* PEPPM 2018 Product Line Bid  
Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSIU, 90 Lawton Lane, Milton, PA 17847. Interested vendors may register to access the bid documents online at [www.epylon.com](http://www.epylon.com).  
All New Jersey public and non-public schools may purchase from these awarded contracts. For more information about the bid and where bids will be received and opened, visit [www.peppm.org](http://www.peppm.org) or contact Jared Lehman at (570-523-1155 x2169).  
8/8 & 8/15/2017 THE TIMES \$30.16

THE INFORMATION SOURCE SINCE 1850 FOR THE CAPITAL REGION

# TIMES UNION

**In Print. Online. All the Time.**

**Albany Times Union**  
News Plaza  
Box 15000  
Albany, New York 12212

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CENTRAL SUSQUEHANNA INTERMEDIATE UNIT Account Number 600064762  
90 LAWTON LANE Order Number: 0003949514  
MILTON, PA 17847 Order Identifier: Request for Bids The

T Dollard / B Goodwin / S Rawling / R Bernard of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albar Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

08-08-2017, 08-15-2017

*Dollard*

---

---

Sworn to before me, this Wednesday, August 16, 2017

*Susan Wright*

SUSAN R. WRIGHT Notary Public  
Notary Public, State of New York  
Lic. #4793115 Albany County  
Commission Expires: 1/31/18



**Request for Bids**

The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states including New York for the PEPPM 2018 Technology Cooperative Purchasing Program:

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- PEPPM 2018 Product Line Bid

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TU 2t (949514)

THE INFORMATION FLAG FOR THE CAPITAL REGION  
**TIMES UNION**

**In Print. Online. All the Time.**

**Albany Times Union**  
News Plaza  
Box 15000  
Albany, New York 12212

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90 LAWTON LANE Order Number: 0003949514  
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08-08-2017, 08-15-2017

*Dollard*

---

---

Sworn to before me, this Wednesday, August 16, 2017

*Susan Wright*

Notary Public  
SUSAN R. WRIGHT  
Notary Public, State of New York  
Lic. #4793115  
Commission Expires: 1/31/18

**Request for Bids**

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TU 21 (949514)

P14900

RECEIVED

AUG 29 2017

CSIU  
BUSINESS OFFICE



The Patriot News

INVOICE

INV#: 0008265542

18-8-0120

PA Media Group  
2020 Technology Parkway  
Mechanicsburg, PA 17050

CENTRAL SUSQ INTERMEDIATE UNIT  
90 LAWTON LANE  
MILTON, PA 17847

Sales Rep: Marianna Aldridge  
Account Number: 8601  
INV#: 0008265542

Remit Payment to:  
PA Media Group  
Dept 77571  
P.O. Box 77000  
Detroit, MI 48277-0571

Page 1 of 2

Date	Position	Description	P.O. Number	Ad Size	Costs
08/22/2017	Proposals_Bids PA	Request for Bids The Central Susquehanna Intermediate Unit (CSIU)	18-00120	1 x 27 L	
				Affidavit Notary Fee - 08/08/2017	\$5.00
				Basic Ad Charge - 08/08/2017	\$129.89
				Basic Ad Charge - 08/15/2017	\$125.89
				Basic Ad Charge - 08/22/2017	\$125.89
				Total	\$386.67

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL 717-255-8119



Commonwealth of Pennsylvania,) ss  
County of Cumberland)

Dwayne Connor being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 08/08, 08/15, 08/22/2017

1

Principal Clerk of the Publisher

Sworn to and subscribed before me this 22th day of August 2017

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Crystal B. Rosensteel, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires June 27, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Request for Bids**

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S54500

# Advertising Invoice

**Standard Journal**  
21 N. Arch Street  
Milton, PA 17847  
  
Phone: 570-742-9671  
Fax: 570-742-9876  
URL:

**RECEIVED**  
  
SEP 18 2017  
  
CSIU  
BUSINESS OFFICE

Heather Geesaman  
CSIU  
15 Lawton Lane  
MILTON PA 17847

Cust #: 01100055  
Phone: (570)523-1155  
Date: 08/22/2017  
Due Date: 09/11/2017  
Invoice #: 046220

Salesperson: Ad Taker: jd

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00031484	PO # 18-00121	08/08/2017	08/22/2017	3	96.68	0.00	96.68

Please return a copy with payment	<b>Total Due</b>	<b>96.68</b>
-----------------------------------	------------------	--------------

**STANDARD JOURNAL**  
21 ARCH STREET  
MILTON, PA 17847

**Proof of Publication**

Commonwealth of Pennsylvania  
County of Northumberland

§

Personally appeared before me, the undersigned as Notary Public in and for said County and State.

**Joanne Delmonico**  
who being duly sworn according to the law, doth depose and say that she is the  
**Classified Advertising**

**Representative**  
for the Standard Journal, a newspaper of general circulation published at Milton, County of Northumberland, Commonwealth of Pennsylvania, which was established January 23, 1890, and that a notice, copy of which is hereto attached, was published in said Standard Journal on

8/8/17 8/15/17 8/22/17

that affiant is not interested in the subject matter of the attached notice of advertising, and avers that all of the allegations of the statement as to the time, place, and character of the publication are true.

Joanne Delmonico

Sworn and subscribed before me this  
15th day of September, 2017

Karen J. Hendricks  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Karen J. Hendricks, Notary Public  
Milton Boro, Northumberland County  
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Lewisburg, PA 17637  
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Request for Bids

The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states for the PEPPM 2018 Technology Cooperative Purchasing Program:

- PEPPM 2018 Catalog Bid
- PEPPM 2018 Product Line Bid

Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSIU, 90 Lawton Lane, Milton, PA 17647. Interested vendors may register to access the bid documents online at [www.epylon.com](http://www.epylon.com).

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- Part C - Member Agency (State) Terms and Conditions
- Part D - Bid Proposal Checklist
- Forms A - F

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Acct #: 527	Ad #: 570404	Status: N
C S I U	Start: 08/08/2017	Stop: 08/22/2017
CENTRAL SUSQ. INT. UNIT	Times Ord: 3	Times Run: ***
90 LAWTON LANE	STD 2.00 X 58.00	Words: 132
C/O BUSINESS OFFICE	Total STD 116.00	
MILTON PA 17847	Class: 117 BIDS	
	Rate: LEGDI	Cost: .329.85
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Contact: HEATHER GEESAMAN	Ad Descrpt: SEALED BIDS PEPPM
Phone: (570)523-1155ext	Given by: SUE MCDERMOTT
Fax#:	Created: bstef 07/13/17 15:20
Email: hgeesaman@csiu.org	Last Changed: bstef 07/31/17 09:38
Agency:	

COMMENTS:  
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PUB	ZONE	EDT	TP	START	INS	STOP	SMTWTFSS
DI	A	97	S	08/08,15,22			
IN	A	97	S	08/08,15,22			

AUTHORIZATION

Please sign to authorize ad approval.

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**Request for Bids**

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DI: 8/ 8, 15 & 22/2017

STREAMING

# Shonda Rhimes signs multiyear deal with Netflix

Erin Jensen  
USA TODAY

Shonda Rhimes is ready to Netflix and work.

The creator of ABC series including *Scandal* and *Grey's Anatomy* has inked a deal to create content for the subscription-based streaming service.

Netflix shared in a press release that Rhimes' production company, ShondaLand, is making the move as part of a multiyear agreement. Rhimes' producing partner, Betsy Beers, joins her for the jump.

Rhimes got a warm welcome from Netflix's Chief Content Officer Ted Sarandos. "Shonda Rhimes is one of the greatest storytellers in the history of television," he said in the release. "Her work is gripping, inventive, pulse-pounding, heart-stopping, best-of-breaking television at its best."

Rhimes expressed her gratitude to ABC and her excitement about making the move. "Ted provides a clear, fearless space for creators at Netflix. He understood what I was looking for — the opportunity to build a vibrant



ShondaLand is moving.

Scandal creator Shonda Rhimes, fourth from left, and the cast celebrate 100 episodes. The hit political drama will stay on ABC when Rhimes and her company jump to Netflix.

new storytelling home for writers with the unique creative freedom and instantaneous global reach provided by Netflix's singular sense of innovation," she said. "The future of ShondaLand at

Netflix has limitless possibilities." Rhimes' *Grey's Anatomy*, *Scandal* and *How to Get Away with Murder* will continue to air on ABC, according to the Netflix release.

## Ex-DJ loses o counterclaim

► CONTINUED FROM D1

ly touching her inappropriate U.S. District Judge Marti ruled in favor of Swift's motion drop her from the lawsuit grounds Mueller and his law failed to prove that she person intervened with his bosses.

The verdict is not surpris says Carl Tobias, a law profes at the University of Richmond "When the judge did not e let the case against Swift go to jury, that was a sign that it unlikely to find anyone else ble," Tobias says. "The decis also suggest that the jury fo Swift's version of events n credible."

Now she's the winner in countersuit against Mueller which she charged him with sault and battery in connec with the groping.

Swift will get the symboli she sought, and the chanc demonstrate that women fight back against sexual ass even if it's belated and even i not in criminal court.

Mueller, who sought com sation for loss of wages, will nothing.

Contributing: Allison Sylte, KUSA Denver; The Associated Press

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- PEPPM 2018 Product Line Bid

Sealed bids submitted electronically are due no later than 2:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSU, 90 Landon Lane, Millers, PA 17047. Interested vendors may register to access the bid documents online at [www.spylon.com](http://www.spylon.com).

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**Race:** Biracial  
**Missing:** Mar 30, 2017 **Hair:** Blk  
**Age Now:** 17 **Eyes:** Bl

From: Kingman, AZ  
NATIONAL CENTER FOR MIS & EXPLOITED CHILDREN  
1-800-THE LO

## PUZZLES

**CROSSWORD**

BY Tracy Gray

**WORD GORP**

**ACROSS**

- Mattress annoyance
- Genre of many Weird Al songs
- D.C. stadium initials
- "It's so obvious now"
- "Fod" or "fungi"
- Turkey \_\_\_ king
- Western Florida's clock setting
- Sound of yuzuzelas, e.g.
- Wipe clean
- Platform for Apple mobile devices
- Like Calacatta marble
- Shooter of electric darts
- Wreak havoc upon
- Tiered Taoist towers
- Black Sabbath's music, for short
- Hill who sang "Do Wop (That Thing)"
- \_\_\_ stuff (Craigslist category)
- Org. with PreCheck screening
- Pennsylvania's "Flagship City"
- A "mix" of this word straddles the two words in 17- and 57-Across and 11- and

**DOWN**

- Emile who wrote "Nana"
- Bugling beast
- Partner of above
- Popular crafts e-tailer
- Mendes of "Hitch"
- Musican Carlos, or his band
- Lands, as a fish
- "No contest," for a song
- Org. with the slogan "Real Possibilities"
- Like a barn cat, clen
- Rachmaninoff's Instrument
- Hang around
- Symptom of a nervous stomach
- Sushi bar selectios

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**WORD QUNDP**

By David L. Hoyt and Jeff Knurek 8/15

Find and Circle:  
Six "Friends" characters  
Four five-letter boots  
Three forms of precipitation  
Two Middle Eastern countries  
Five-letter street sign

Monday's answer: BUDAPEST BEIJING BERLIN BERN / FOXWORTHY GOLDBLUM BRIDGES DANIELS / HAMSTER GERBIL BEAVER / HUGH GRANT / TODD NEWT

**QUICKCROSS**

By John Wilmes 8/15

Cereal serving  
Musical Instrument  
Barrel of laughs  
Snaky fish  
Make a hole  
Tony kin  
Warm fabric  
Allows

Monday's Answer  
B  
E  
E  
R  
O  
S  
L  
O  
I  
P  
A  
S  
L  
Y  
M  
E

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**UP & DOWN WORDS**

By David L. Hoyt and Russell L. Hoyt 8/15

**1. DWARF**

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

UP

Clues:  
1. Ceres, for example  
2. Your home  
3. Geography is one  
4. Competition with experiments  
5. Equitable swap  
6. Organized industry gathering  
7. Arrange

Monday's Ans  
SHINY / PEP  
PENNY / LAN  
LANE / CH  
CHANGE / OF  
M / M  
MIND / GA  
GAME / OV

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# Rise of 'Girl' comedians is no laughing matter

Fields says female and funny is a hard combo to pull off

David Holahan  
Special for USA TODAY

**BOOK REVIEW**  
In 1953, a clear sign that women were ascending in the entertainment world was the fact that Lucille Ball — who had registered twice as a communist in the 1930s — was given a pass by U.S. Sen. Joseph McCarthy as well as the House Committee on Un-American Activities.

Her pioneering sitcom, *I Love Lucy*, was in its second of six blockbuster seasons and Americans already loved her, no questions asked. She was too big to blacklist. According to her fans, the only thing "red" about Lucy was her hair.

This historical factoid is among the intriguing details packed into Anna Fields' book, *The Girl in the Show: Three Generations of Comedy, Culture and Feminism* (Arcade, 392 pp, ★★★ out of four).

The author examines the evolving role and impact of

female comedians from Sophie Tucker to Amy Schumer — and dozens in between — on American culture and feminism. Her mission is to examine how funny women have advanced serious issues, such as female sexuality and empowerment, since 1920 (when American women got the right to vote).

The "girl in the show" is none other than the late and legendary Gilda Radner, who in 1975 was one of three female cast members in the inaugural season of *Saturday Night Live*. Gilda was at least as funny as the boys. NBC proclaimed the program's gender inclusiveness by announcing, "There's a girl in the show!" as if a female comedian was a novelty like the bearded lady in a circus.

Fields traces the long and winding road of funny females in modern times. Ball, for example, was shown on camera pregnant, a daring move in the 1950s. More significantly, she was a housewife who clearly wanted more from life than home and hubby.

Fields' commentary is well-seasoned throughout with observations from contemporary comedians as well as insights from experts like Lori Landay, a professor of cultural studies at Berkeley College of Music who has written a book on Lucille Ball.



## the Girl in the Show Anna Fields

Gilda Radner was one of three female cast members on *SNL*'s first season.



Anna Fields

"Back then — and to a large degree, (in) mainstream comedy today — jokes are geared toward teenage boys ... television, comics and sitcoms feature jokes that writers and executives think that men (and women who enjoy laughing at rather than with other women) will laugh at." As Fields points out, there is room for progress in

the genre. Readers should know (don't already) that people make their living being funny often anything but off-stage and that the inspiration for humor frequently stems from places in their lives. Fields has done stand-up comedy; her book is relentlessly funny and decidedly polemic.

At times, the author's commentary is bewildering. When examining the difficulty of comedy in addressing such universal issues as abortion, she opines that "the Right to Life movement's true purpose in any capitalist society is to prevent women from exercising choice so that those women provide bodies for war."

Fields' main premise, however, is solid: that comedians like Amy Schumer, get to riff on abortion, gender bias and thanks to the brave and funny women who preceded them on stage and screen.

And if being a comedian is hard, the author makes that being funny and harder. As contemporary up performer Brandie Posey says, "There's a weird thing: as a female comic, you're more responsible other than just being funny."

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<p><b>NOTICES</b></p> <p><b>PUBLIC NOTICE</b></p> <p>The Central Susquehanna Intermittent Unit (CSU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states for the PEPPM 2018 Technology Cooperative Purchasing Program.</p> <p>• PEPPM 2018 Catalog Bid • PEPPM 2018 Product Line Bid</p> <p>Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSU, 90 Layton Lane, Milton, PA 17847. Interested vendors may register to access the bid documents online at www.eppm.com.</p> <p>For more information about the bid and where bids will be received and opened, visit www.peppm.org or contact Jared Lahnman at (570-523-1155 x2168).</p>	<p><b>BUSINESS</b></p> <p><b>BUSINESS OPPORTUNITIES</b></p> <p><b>\$5,000 in 5 Hrs.</b></p> <p>We're an Int'l auto dealer with clients worldwide who order cars. We need help buying cars in the USA &amp; pay handsomely for a small amount of your time.</p> <p><b>844-372-3523 (24 hrs)</b></p> <p><b>MARKETPLACE</b></p> <p><b>BOOKS/PUBLICATIONS</b></p> <p><b>STUDY THE BIBLE</b></p> <p>For FREE 8-session course Church of Christ, Box 8453, Falls Church, VA 22041 888-949-2176 www.greekwords.org</p> <p>Visit us online at: usatoday.com</p>	<p><b>HEALTH/FITNESS</b></p> <p>Covered by MEDICARE and suffering from <b>BACK or KNEE PAIN?</b></p> <p><b>RELIEVE YOUR PAIN NOW!</b></p> <p>Call 24/7 <b>877-490-5848</b></p> <p>Put your brand in front of millions of readers around the U.S!</p> <p><b>Advertise Today! 1-800-397-0070</b></p>	<p><b>HEALTH/FITNESS</b></p> <p><b>VIAGRA</b> CIALIS LEVITRA STAXIN • PROPECIA &amp; MORE</p> <p>• FDA-Approved Medications • U.S. Licensed Pharmacies</p> <p><b>VIAMEDIC</b> SAFE • SECURE • DISCREET</p> <p>OVERNIGHT SHIPPING AVAILABLE</p> <p><b>800-551-0352</b> VIAMEDIC.COM</p>	<p><b>HEALTH/FITNESS</b></p> <p><b>SAFESMASTER</b></p> <p>• #1 Selling Walk-in Safe in North America • BBB Accredited - American Made • Arthritis Foundation Commendation • Therapeutic Jets • Wide Door • MicroSoothe Air Therapy System • Less than 4 Inch Step-In • Anti-Slip Floors</p> <p>Call: 1-888-328-1742 for up to \$1,500 off</p> <p><b>FOR THE HOME</b></p> <p>dish Our Best Deal Ever!</p> <p><b>\$39 \$14</b></p> <p>Free Installation! Call Today, Save 30%! <b>1-855-900-2915</b> for more information</p> <p>Today, work in USA TODAY email: sales@russelljohns.com</p>	<p><b>REAL ESTATE</b></p> <p><b>LAND</b></p> <p>Invest in Your Future Invest in Land!</p> <p>Now you can own prime acreage in AZ, NM &amp; WY from \$99/acre w/Lo On. No Qualifying Financing. We offer America's Best Land Buys! All w/ a Money-Back Guarantee!</p> <p>Don't delay call <b>877.345.0296</b> Brooks Realty</p>	<p><b>ACTIVE LIFESTYLE COMMUNITY</b></p> <p>Finding Senior Housing to be complex, but it doesn't have to be.</p> <p>Place for (877) 505-XXXX</p> <p><b>NOTICES</b></p> <p><b>PUBLIC NOTICE</b></p> <p><b>MISSING</b></p> <p><b>CASEY HARPIS</b> DOB: Dec 27, 1996 Race: White Missing: Nov 11, 2013 Age Now: 20 Eyes: Brown</p> <p>From: Cheyenne, WY NATIONAL CENTER FOR MISSING &amp; EXPLOITED CHILDREN <b>1-800-THE-LOST</b></p>
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**CROSSWORD**

BY Victor Fleming

**SI SI, SENIOR!**

- ACROSS**
- 400-meter path, perhaps
  - Sign of spoilage
  - UAE part
  - Brubeck's "Blue Rondo" Turk
  - "Chill today, hot \_\_\_\_\_"
  - Early VCR format
  - Engineer a successful coup, say
  - Pull down, so to speak
  - Tender at a company store
  - "Hee Haw" mascot
  - Issue fake news, say
  - They're sailed, in a saying
  - Employers of many former U.S. raps
  - Ripples in the water
  - Singer Cassidy who achieved posthumous fame
  - Zombie Revenge game maker
  - Lose momentum
  - 34-Across's hedgehog mascot
  - Suffix with Brooklyn
  - Eucalyptus muncher
  - Confesses (to)

1	2	3	4	5	6	7	8	9	10	11	12	13
14			15						16			
17			18						19			
20						21		22		23		
24			25	26	27			28				
29	30	31			32							
33			34					35			36	37
38		39			40			41		42		
43				44		45		46			47	
			48			49				50		
51	52									53		
54			55					56		57	58	59
60	61		62		63	64	65					
66					67					68		
69					70					71		

- DOWN**
- Highlands girl
  - Elder brother of Evelyn Waugh
  - It beats ace-high
  - Curvy of the
  - Like users of weasel words
  - "Battle of the Hedgerows" city of 1944
  - Cash in Cranium
  - Way up for a snowboarder
  - Clinders of old comics
  - Have the appearance of

**WORD ROUNDUP**

By David L. Hoyt and Jeff Knurek

- Find and Circle:
- \_\_\_\_\_ salad
  - Three Scandinavian countries
  - \_\_\_\_\_ Pie
  - Two parts of speech
  - Allotted portion
- Monday's answer: GRIMACE FROWN SMIRK SMILE GRIN / MANSION CASTLE CHALET / ORANGE LEMON LIME / GLOVE MATCH RING / LIVER

**QUICKCROSS**

By John Wilmes

Gospel book

Largest continent

Sawbucks

Whirlpool

Tardy

Preowned

Type

Simple

Monday's Answer

CAPP  
OWER  
NANA  
NYNY

QUICKCROSS ON YOUR PHONE mobilegames.usatoday.com

**SUDOKU**

Report puzzle problems to feedback@usatoday.com or 1-800-872-7239

OCSPINACHPC  
LOHASNOUNA  
TVBLWOCJSI  
UPHBCLERKTI  
INVERBKADWA  
AEDGARENEAN  
LVFINLANDNY  
FRUITJRATIC

**UP & DOWN WORDS**

By David L. Hoyt and Russell L. Hoyt

1. IS
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
- WHISPERER**
- Clues:
- "The World \_\_\_\_\_ Enough"
  - Leaving soon
  - Stamina; endurance
  - Car feature
  - It turns a car
  - Steady worker
  - Robert Redford in "The \_\_\_\_\_"
- Monday's Answer
- RIDLEY SCOTT  
GLENN CLOSE  
RANGE OF TIME  
MAD

PLAY ONLINE PUZZLES.USATODAY.COM

RECEIVED

AUG 18 2017

CSIU  
BUSINESS OFFICE

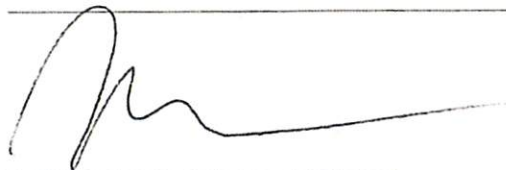
August 15, 2017

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

Central Susquehanna Intermediate Unit's Public Notice was published in said newspaper within the Public Notice Section of the USA Today daily weekday edition on the following date:

August 8th, 2017 & August 15th, 2017



Paulette Forrester

Professional Services Manager

State of Florida  
County of Pinellas

On this 10<sup>th</sup> day of August, I attest that the attached document is a true, exact, complete, and unaltered  
tearsheet.

  
Notary

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr 07, 2018  
No. FF 110232

The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for two separate requests for bids for technology equipment, software, services, supplies and furniture sales in Pennsylvania and optionally other states for the PEPPM 2018 Technology Cooperative Purchasing Program:

- **PEPPM 2018 Catalog Bid**
- **PEPPM 2018 Product Line Bid**

Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Tuesday, September 19, 2017. Sealed bids shall be opened on Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time at the CSIU, 90 Lawton Lane, Milton, PA 17847. Interested vendors may register to access the bid documents online at [www.epylon.com](http://www.epylon.com).

For more information about the bid and where bids will be received and opened, visit [www.peppm.org](http://www.peppm.org) or contact Jared Lehman at (570-523-1155 x2169).



Russell Johns Associates  
 17110 Gunn Hwy  
 Odessa FL 33556  
 United States  
 (800) 237-9851  
 http://www.russelljohns.com

# Ad Insertion Order

**USA TODAY- Non-Business**

**Bill To**  
 CSIU-PEPPM/KPN  
 90 Lawton Lane  
 Milton PA 17847-9756

*PO# 18800126*

Date: 7/13/2017  
 Advertiser ID: 100070535  
 IO #: 32750

<b>First Issue Close</b>		<b>Account Rep</b>		<b>Account Rep Email</b>		<b>RJA Ph</b>		<b>RJA Fax</b>		
7/13/2017		Doug Knowles Jr.		dknowles@russelljohns.com		727 461 9637		727 445 9380		
<b>Ad Type</b>			<b>Ad Size</b>		<b>Lead In/Text</b>		<b>Enhancement</b>			
Print Only			2 columns x 2.00"		Request for Bids....(570-523-1155		Black and White			
<b>Last Issue</b>	<b>Next Issue</b>	<b>Renew By</b>	<b>Client/Ref</b>		<b>PO No.</b>	<b>PR</b>				
<b>Ad ID</b>		<b>Bleed</b>	<b>Section/Category</b>		<b>Marketplace Today Class</b>			<b>Sports Weekly Class</b>		
		No			Notices - Public Notices - 073					
<b>Comments</b>										
2 x run										
<b>Item</b>	<b>Issue Date</b>	<b>End Date</b>	<b>PU From</b>	<b>Due Date</b>	<b>Gross Rate</b>	<b>Sold Rate</b>	<b>Qty</b>	<b>Discrt Amt</b>	<b>Net Amt</b>	
USA Today Marketplace Non Business Today Display Ad	8/8/2017				3,776.00	1,200.00	1	2,176.00	1,200.00	
USA Today Marketplace Non Business Today Display Ad	8/15/2017		8/8/2017		3,776.00	1,200.00	1	2,176.00	1,200.00	

**Total \$2,400.00**

ADVERTISING POLICY: Order is bound by the Copy & Contract, Terms & Conditions and Payment policies set forth by Russell Johns Associates and/or the Publisher (please request copy if needed). The payment of invoice is proof of Client agreement to the following: Russell Johns Associates shall have no responsibility with respect to the content of any advertising and Client further agrees to indemnify and hold Russell Johns Associates, its officers, directors, employees, agents and affiliates harmless from any and all claims or actions of any kind or nature whatsoever, including reasonable attorney fees, which may arise out of the publication or broadcasting of Client advertising. Prepaid advertising is not eligible for cancellation and/or refund for any reason whatsoever. Advertising cannot be cancelled after the closing date of each issue or ad upload. If advertising is cancelled prior to the expiration of all contracted dates, short rates may apply (earned frequency or if frequency rates not applicable - 10% penalty per issue not run) and will be billed accordingly. All cancellations of unpaid advertising must be in writing and occur before the closing date of each issue. Rates are subject to change with 30 days notice. Orders subject to expire on First Issue Close date. First-time ad insertions: Must be prepaid by the issue close date; subsequent display advertising may be eligible for Net 30 terms. For Net 30 terms or purchase order payments, contact your account representative for guidelines. Returned checks are subject to penalties pursuant to Florida law. Invoices not paid according to terms will be subject to a 5% late payment charge. Advertising buys are NOT subject to chargebacks for any reason whatsoever.

I AGREE TO THE FEES, TERMS, POLICIES, CONDITIONS AND AD DETAILS OF THIS ORDER:

Jared Lehman Print Name      [Signature] Signature      7/31/17 Date

**PAYMENT:**

Unless credit terms have been extended or payment information has been provided, please complete the following:

- Check (U.S. funds, drawn upon U.S. bank) or Money Order (U.S. Funds) being mailed.
- Pay Pal: Provide email address \_\_\_\_\_
- Wire transfer: Contact your account representative for details, fees may apply.
- Authorize credit card on file: \$ \_\_\_\_\_ [ ] Total [ ] Per Month [ ] Other\* \_\_\_\_\_ Last 4 digits: \_\_\_\_\_
- Authorize credit card charge: \$ \_\_\_\_\_ [ ] Total [ ] Per Month [ ] Other\* \_\_\_\_\_ Type: MC / Visa / AMEX / Discover

Credit Card #: \_\_\_\_\_ Security Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Cardholder Name (print): \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Other Credit Card Charge only by prior approval.



Russell Johns Associates  
 17110 Gunn Hwy  
 Odessa FL 33556  
 United States  
 (800) 237-9851  
 http://www.russelljohns.com

## Ad Confirmation

**USA TODAY- Non-Business**

**Bill To**  
 CSIU-PEPPM/KPN  
 90 Lawton Lane  
 Milton PA 17847-9756

**Date** 7/31/2017  
**Advertiser ID** 100070535  
**Confirmation #** 511916494

<b>Pay Terms</b>		<b>Check No.</b>	<b>Account Rep</b>		<b>Account Rep Email</b>		<b>RJA Ph</b>	<b>RJA Fax</b>	
Purchase Order			Doug Knowles Jr.		dknowles@russelljohns.com		727 461 9637	727 445 9380	
<b>Ad Type</b>			<b>Ad Size</b>		<b>Lead In/Text</b>		<b>Enhancement</b>		
Print Only			2 columns x 2.00"		Request for Bids....(570-523-1155		Black and White		
<b>Last Issue</b>	<b>Next Issue</b>	<b>Renew By</b>	<b>Client/Ref</b>		<b>PO No.</b>		<b>Ad ID</b>		
					18-00126				
<b>Bleed</b>	<b>Section/Category</b>		<b>Marketplace Today Class</b>				<b>Sports Weekly Class</b>		
No			Notices - Public Notices - 073						
<b>PR</b>									
<b>Comments</b>									
2 x run									
<b>Item</b>	<b>Issue Date</b>	<b>End Date</b>	<b>PU From</b>	<b>Due Date</b>	<b>Gross Rate</b>	<b>Sold Rate</b>	<b>Qty</b>	<b>Discnt Amt</b>	<b>Net Amt</b>
USA Today Marketplace Non Business Today Display Ad	8/8/2017				3,776.00	1,200.00	1	2,176.00	1,200.00
USA Today Marketplace Non Business Today Display Ad	8/15/2017		8/8/2017		3,776.00	1,200.00	1	2,176.00	1,200.00

**Net Total \$2,400.00**

This is a confirmation of your advertising order. If payment has been remitted, order is pending payment processing. If payment is due, an invoice will be generated and sent according to pay terms.

**ADVERTISING POLICY:** Order is bound by the Copy and Contract policies set forth by Russell Johns Associates and/or the Publisher (please request copy if needed). Prepaid advertising is not eligible for cancellation and/or refund for any reason whatsoever. Advertising cannot be cancelled after the closing date of each issue or ad upload. If advertising is cancelled prior to the expiration of all contracted dates, short rates may apply (earned frequency or if frequency rates not applicable - 10% penalty per issue not run) and will be billed accordingly. All cancellations of unpaid advertising must be in writing and occur before the closing date of each issue. Rates are subject to change with 30 days notice. Orders subject to expire on First Issue Close date. First-time ad insertions: Must be prepaid by the issue close date; subsequent display advertising may be eligible for Net 30 terms. For Net 30 terms or purchase order payments, contact your account representative for guidelines. Returned checks are subject to penalties pursuant to Florida law. Invoices not paid according to terms will be subject to a 5% late payment charge. Advertising buys are NOT subject to chargebacks for any reason whatsoever.



# Central Susquehanna Intermediate Unit

## Request for Bids

### PEPPM 2018 Catalog Bid – Pennsylvania

### Electronic Bid # 528262

For technology products typically sold through online and paper-based catalogs

**Bid Due Date: Tuesday, September 19, 2017 at 3:00 p.m. Eastern Time**

## I. INTRODUCTION, DEFINITIONS, AND BID OVERVIEW

### I.1 Bid Title

PEPPM 2018 Catalog Bid - Pennsylvania

### I.2 Program Name & Description

PEPPM (pronounced “PEP-uhm”) is a technology bidding and purchasing program established in 1982 for education agencies. The PEPPM program is a national cooperative purchasing program coordinated by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency incorporated by Pennsylvania Legislative Act of 1971, in Pennsylvania. The CSIU has conducted the PEPPM program under the authority of the CSIU’s agreement with the Commonwealth of Pennsylvania, Department of Education (PDE) for the past 35 years, as well as under applicable law. The CSIU shall be referred to throughout this request for bids as the “Agency.”

Agency is seeking bids on technology products typically sold through online and paper-based catalogs, *e.g.* educational and administrative software, equipment, cables, supplies, etc., as outlined in this bid packet. Awards will be made by the CSIU Board of Directors for Pennsylvania. This Pennsylvania bid is named the PEPPM 2018 Catalog Bid - Pennsylvania and shall be referred to throughout this request for bids as “PEPPM RFB.”

### I.3 Organization of Bid Terms and Conditions

The terms and conditions (the “PEPPM Terms and Conditions”) for this bid are organized as follows:

- I. [Introduction, Definitions, and Bid Overview](#)
- II. [LEAs, Eligible Entities, and Extending Contract Awards to Other States](#)
- III. [Electronic Bidding Process and eCommerce Platform](#)
- IV. [PEPPM Fees](#)
- V. [Bidder Qualifications](#)
- VI. [Bid Specifications](#)
- VII. [Ordering Procedures and Requirements](#)
- VIII. [Bid Pricing Specifications](#)
- IX. [Bid Procedures and Directions](#)
- X. [Bid Evaluation and Award Process](#)
- XI. [Post Award Requirements](#)
- XII. [Other Terms and Conditions](#)

## **I.4 Definitions**

### **A. Agency**

The CSIU shall be referred to as the “Agency” throughout the PEPPM Terms and Conditions and bidding forms.

The Agency is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. The Agency is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§ 9-901-A et. seq. Its principal place of business is on Lawton Lane in the Borough of Milton, Northumberland County, Pennsylvania, and its mailing address is 90 Lawton Lane, Milton, Pennsylvania 17847. Intermediate Units were created by the Pennsylvania Legislature under Act 102 of 1970, § 901-A of the Pennsylvania Public School Code of 1949, to provide services to school districts. There are twenty-nine (29) Intermediate Units with school districts being assigned to each one. They began operation on July 1, 1971.

Intermediate Units are governed by a board of directors whose membership comes from representatives from their member school district board of directors. Act 102 provides that Intermediate Unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, as well as contracting for specialized services, consolidating and letting combined bids for bulk purchases; however, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units, among other things, provide quality education services and save tax money by offering cooperative services that cost each participant less than had they been provided independently. By combining resources, intermediate units can deliver services that each school district, individually, could not conduct as economically or effectively. Intermediate Units, unlike public school districts, are not empowered to levy taxes. Revenue is received from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments and individuals.

### **B. Agreement**

“Agreement” shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

### **C. Authorized Reseller**

The term “Authorized Reseller” shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, outlets, distributors, value added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor.

### **D. Awarded Vendor**

“Awarded Vendor” is the Bidder declared by the Agency to be the lowest responsive and responsible Bidder and that has been awarded a contract by the Agency’s Board of Directors. Notwithstanding the foregoing, bids which pertain solely to technology related services (e.g. recycling, mobile device insurance, etc.) may be awarded to multiple vendors.

E. Bidder

“Bidder” is that firm, company, individual, business, partnership, joint venture or other entity which has completed and submitted a response to this request for bids.

F. Clarification

As used in this solicitation, “clarification” means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder’s bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

G. Contract Documents, Contract and Purchase Order

- 1) Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the “Contract Documents” consist of this request for bids, its PEPPM Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder’s responses to Questions, the Bidder’s PEPPM Bid Quote Sheet(s), the Bidder’s pricing spreadsheet, the Bidder’s PEPPM State Selection Form, the Bidder’s Ancillary Services Form, the Agreement, all other attachments and exhibits to the request for bids, all addenda to the request for bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g. adding state-specific terms and conditions). The Contract Documents form the “Contract” between Agency and the Awarded Vendor during the Contract term, and during any authorized extensions.
- 2) Contract Documents Between Awarded Vendor and Eligible Entity. With regard to a purchase order issued by an Eligible Entity to an Awarded Vendor, the “Contract Documents” shall include, in addition to the Contract Documents listed in Subsection G(1) above, the purchase order issued by the Eligible Entity, the Awarded Vendor’s performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable) the prevailing wage rate determination (if applicable), and any state-specific terms and conditions appended to the purchase order, and all subsequent written amendments to the purchase order, and shall form the “contract” between the LEA and Awarded Vendor, which contract is referred to in these PEPPM Terms and Conditions as the “Purchase Order.”

H. Cooperative Procurement Code

The term “Cooperative Procurement Code” shall have the meaning set forth in Section II.1 of these PEPPM Terms and Conditions.

I. Discussions

“Discussions” occur, when oral or written communications between Agency and the Bidder are conducted for the purpose of providing supplemental information essential for determining the acceptability of a bid. Agency will not help a Bidder bring its bid up to the level of other bids through discussions. Agency will not disclose technical information pertaining to a competing bid. Agency will not indicate to a Bidder a cost or price that it must meet to obtain further consideration, nor will it provide any information about other Bidders’ bids or prices. After making an award, Agency is willing to discuss with a Bidder, having a bid in the competitive range, any weaknesses, excesses, or deficiencies in its bid. Discussions do not give the Bidder an opportunity to revise or modify its bid.

J. Effective Date

The “Effective Date” of a Purchase Order is defined in Section VII.2 of these PEPPM Terms and Conditions. The “Effective Date” of the Agreement between the Agency and Awarded Vendor is as defined in said Agreement.

K. Eligible Entity

The term “Eligible Entity” is defined in Section II.2 of these PEPPM Terms and Conditions.

L. eCommerce Consultant

The “eCommerce Consultant” is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the course of the Contract as set forth in Section III.3 of these PEPPM Terms and Conditions.

M. eCommerce Merchant Agreement

“eCommerce Merchant Agreement” shall have the meaning set forth in Section III.4 of these PEPPM Terms and Conditions.

N. Epylon

“Epylon” shall mean Epylon Corporation. Epylon is the current eCommerce Consultant.

O. LEA

The term “LEA” is defined in Section II.2 of these PEPPM Terms and Conditions.

P. Non-responsive Bid

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not receive award consideration.

Q. PEPPM

PEPPM is a national technology cooperative purchasing program administered by the Agency. The Agency is acting as bidding agent on behalf of all of the LEAs and other Eligible Entities.

R. Responsible Bidder

A responsible bidder is a Bidder that has submitted a responsive bid and that possesses the capability to fully perform the Contract requirements in all respects and the financial strength, integrity and reliability to assure good faith performance. Agency must determine a Bidder to be responsible before awarding a contract to Bidder.

S. Responsive Bid

A responsive bid is a bid which reasonably and substantially conforms to the mandatory or essential terms, conditions and/or specified requirements for this solicitation. Bids must be responsive to receive award consideration.

T. Retriever/Punchout

“Retriever/Punchout” shall have the meaning set forth in Section XI.11 of these PEPPM Terms and Conditions.

U. Transaction Fee

“Transaction Fee” shall have the meaning set forth in Section IV.4 of these PEPPM Terms and Conditions.

**I.5 Bid Scope**

This is a request for bids for lines of branded technology products within specific categories typically sold through online and paper-based catalogs. Agency envisions making several awards in a variety of designated catalog categories.

Agency is seeking bids on the following catalog categories (each a “Catalog Category” and collectively the “Catalog Categories”):

- Audio Visual Products
- General Hardware and Software
- Refurbished Computer Systems and Parts
- Remanufactured Laser Toner and Ink Cartridges

Catalog Category awards allow for some overlapping product lines to be listed in more than one catalog. Agency reserves the right to restrict certain product lines from a catalog due to excessive price differences, conflict with other PEPPM Product Line awards, limited service capabilities or any other conditions that are not in the buyer’s best interest.

The contracts resulting from this Request for Bids are not exclusive and the Agency reserves the right to conduct future competitive bids for the same or similar products that may be allowed for within this PEPPM RFB.

**NOTE:**

Awarded Vendors must maintain a PEPPM-specific online catalog on their own website.

- 1) Catalog must minimally display awarded items and PEPPM prices

- 2) www.peppm.org must be able to link to the website and the website must provide a link back to www.peppm.org
- 3) Punchout from epylon.com is preferred but not required
- 4) eOrder from epylon.com is available but not required
- 5) Website can allow for online ordering directly from Awarded Vendor only if Awarded Vendor's site and procedures can be established that meet strict requirements defined by PEPPM
- 6) Website needs to allow for shopping cart development and PEPPM quote printing capabilities in accordance with PEPPM standards
- 7) PEPPM quote must state "As per PEPPM"
- 8) All orders must be submitted via PEPPM's 800 number or through email at orders@peppm.org, including a PEPPM-identified quote, unless Awarded Vendor has been approved to receive orders directly
- 9) Catalogs that give PEPPM users credentials for universal search and transparent punch-out by way of PEPPM.org are desired

Bidders submitting bids for the PEPPM RFB must currently have or be able to develop and implement an online catalog "storefront" according to PEPPM specifications before the Contract becomes effective.

Each Bidder must provide an Excel spreadsheet containing a list of manufacturer product lines being bid within their catalog. This file must be attached to the Catalog Category being bid and must exactly match the manufacturer product lines listed in the Bid Quote sheet and the Bid Response tab. All bid pricing listed in the Bid Response tab must be priced out according to the Bid Quote sheet discount structure.

If using Discount from List bid pricing, Awarded Vendor must provide a snapshot file of the published catalog price list used as the basis for their bid discount to PEPPM for bid price verification the first of each month. If using Mark-up over Cost bid pricing, Awarded Vendor must submit all cost information the first of each month to PEPPM for bid price verification..

## **I.6 Agency Issuing Request for Bids**

Central Susquehanna Intermediate Unit  
90 Lawton Lane  
Milton, Pennsylvania 17847  
Phone: (570) 523-1155  
Fax: (570) 522-0577

## **I.7 Advertisement of this Request for Bids**

Agency will advertise this Request for Bids for three (3) consecutive weeks in Pennsylvania newspapers – THE PATRIOT-NEWS (HARRISBURG), THE DAILY ITEM (SUNBURY), and the STANDARD JOURNAL (MILTON) – according to Pennsylvania bid statutes. In addition, Agency may advertise this Request for Bids in various newspapers around the country. For a

complete list of newspapers go to [www.peppm.org](http://www.peppm.org). Information about the bid shall also be posted on Agency's website ([www.peppm.org](http://www.peppm.org)), and posted to other third-party websites deemed appropriate by Agency.

### **I.8 Bid Due Date**

The deadline for the receipt of electronic bids is Tuesday, September 19, 2017 at 3:00 p.m. Eastern Time. Any bid submitted after 3:00 p.m. will be marked late by the electronic bidding system.

### **I.9 Bid Opening Date**

The bid opening date will be Wednesday, September 20, 2017 at 9:00 a.m. Eastern Time. Bid opening will consist of opening the electronic bid form with a computer and projector in a public setting at 90 Lawton Lane, Milton, Pennsylvania.

### **I.10 Term of Awarded Contract**

The term of the awarded Contracts shall commence on January 1, 2018 and continue until December 31, 2020 unless terminated, canceled or extended.

### **I.11 Extension of Contract**

Agency reserves the right to extend the bid award beyond December 31, 2018 for a period of up to one (1) year. The extension of this bid will be optional upon the mutual agreement of the Agency and the Awarded Vendor.

Agency reserves the right to offer month-by-month extensions until a new contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the mutual agreement of the Agency and the Awarded Vendor.

Agency reserves the right to require a Contract extension fee of \$200.00 for each one-year extension. The Contract extension fee may be equitably adjusted on a pro-rata basis by Agency for any extensions of more or less than one-year.

### **I.12 Exceptions Due Date**

The deadline for any proposed exception from the requirements indicated in this request for bids, and the terms and conditions, is Friday, August 18, 2017 at 1:00 p.m. Eastern Time.

### **I.13 Sales Volume; No Guarantee**

Agency does not guarantee any quantity or dollar volume of purchases; however, the issuance of invitations for bids in Pennsylvania and California and piggybacking with other states is intended to provide the greatest potential volume of sales across the largest number of LEAs and other Eligible Entities.

Agency anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. Agency does not guarantee contract usage; usage depends on the actual needs of the LEAs and Eligible Entities and marketing by the Awarded Vendor.

#### **I.14 Agency Withdrawal of Request for Bids; Rejection of Bids, and Extension of Bid Deadline**

Agency has the right to withdraw this request for bids at any time prior to seven (7) days before the Bid Due Date and time. Furthermore, Agency reserves the right to reject any or all bids, to waive informalities and technicalities, to reject portions of bids, and to award contracts in a manner consistent with the laws governing the Commonwealth of Pennsylvania. Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuance of an addendum to this request for bids.

#### **I.15 Agency's Interest in a Contract Resulting from this Request for Bids**

Notwithstanding its own consumption, to the extent Agency issues this request for bids and any resulting Contracts for the use of Eligible Entities, Agency's interests and liability for said use of the Contracts by Eligible Entities shall be limited to the competitive bidding process performed relating to said Contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured therefrom. IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM ABSENT SUCH LIMITATIONS.

#### **I.16 Sole Source of Responsibility**

Agency desires a "Sole Source of Responsibility" vendor meaning the vendor will take sole responsibility for the performance of delivered products and services. Agency also desires a sole source of responsibility with regard to:

- 1) Scope of Products and Services: Agency desires the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of LEAs and other Eligible Entities.
- 2) Vendor use of Authorized Resellers in Sourcing or Delivering Goods and Services: Agency desires a single source of responsibility for products and services bid. Bidder's may have Authorized Reseller relationships with organizations and individuals whom are external to the Bidder and may be involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any Authorized Reseller.



## **II. LEAs, ELIGIBLE ENTITIES AND EXTENDING CONTRACT AWARDS TO OTHER STATES**

### **II.1 Legal Authority**

This request for bids is primarily solicited for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with PDE. It is also the Agency's intent that the Contracts awarded under this request for bids be made available for use by LEAs and other Eligible Entities in all 50 U.S. states, Washington D.C. and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

PEPPM is a cooperative purchasing program operated by Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§ 1901 et. seq., as the same may be amended from time to time (the "Cooperative Procurement Code"), for those school districts assigned to Agency, as well as other organizations eligible to participate under the Cooperative Procurement Code, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible organizations under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, tax-exempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies, services and construction.

### **II.2 LEAs and Other Eligible Entities**

#### **A. Local Educational Agencies (LEAs)**

To the fullest extent permitted by law, as the same may be amended from time to time, eligible local educational agencies (each an "LEA" and collectively "LEAs") include, without limitation:

- public school districts;
- area vocational technical schools (AVTS units);
- intermediate units;
- county offices of education and boards of cooperative services (i.e. BOCES);
- state-approved private schools;
- public libraries;
- non-public schools;
- state-approved charter schools;
- community colleges; and
- other local educational agencies permitted under applicable law to avail themselves of PEPPM contracts.

#### **B. Other Eligible Organizations**

To the fullest extent permitted by law, as the same may be amended from time to time, other eligible organizations, include, without limitation, *and subject to the Awarded Vendor's approval*:

- tax exempt, non-profit colleges and universities;

- other tax exempt, non-profit educational institutions or organizations;
- county governments, local municipalities, county/municipal/public authorities, and special districts;
- state agencies;
- other political subdivisions;
- other tax exempt, non-profit public health institutions or organizations;
- other tax exempt, non-profit fire company, rescue company, or ambulance company;
- other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction; and
- other organizations, institutions or entities permitted under applicable law to avail themselves of PEPPM contracts.

C. Eligible Entities.

The eligible LEAs described in Section II.2.A above and other eligible organizations described in Section II.2.B above are sometimes collectively referred to in this request for bids as, each an “Eligible Entity” and collectively, the “Eligible Entities.”

### **II.3 Extending Contract Awards to Other States**

A. General.

Although this request for bids is tailored for LEAs in Pennsylvania, it is the Agency’s intent to allow for “piggybacking” on PEPPM contracts by LEAs that wish to participate in other states, and for “piggybacking” on PEPPM contracts by other Eligible Entities both in Pennsylvania and in other states. It is the Agency’s intent to make PEPPM contracts available to LEAs and other Eligible Entities that meet the following conditions:

- The LEA or other Eligible Entity is an eligible PEPPM buyer as defined in Section II.2 of these PEPPM Terms and Conditions;
- The PEPPM Contract meets the LEA’s or other Eligible Entity’s bidding requirements and are judged to be a good value by the LEA or other Eligible Entity;
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to LEAs in the LEA’s state;
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to other Eligible Entities in the Eligible Entity’s state; and
- The order is processed according to PEPPM ordering procedures.

B. Extending Contract Award to LEAs in States other than Pennsylvania.

Bidders interested in selling to LEAs in states with piggybacking provisions or permissible procurement statutes should “check” the appropriate area of the Question Section and list all intended states using the PEPPM State Selection Form. A completed PEPPM State Selection Form must be uploaded to the electronic bid form by the Bid Due Date.

C. Extending Contract Award to Other Eligible Entities in Pennsylvania and Other States

Bidders interested in selling to other Eligible Entities, in addition to LEAs, in Pennsylvania and in states with piggybacking provisions or permissible procurement statutes should “check” the appropriate area of the Question Section and list all intended states using the PEPPM State Selection

Form. A completed PEPPM State Selection Form must be uploaded to the electronic bid form by the Bid Due Date.

## **II.4 Questionnaire and State Selection Form**

### **A. Question Section of Electronic Bid Form**

Although the Agency is bidding primarily on behalf of K-14 schools and local educational agencies as described above, it is the PEPPM program's intent to extend, where feasible, the bid protections and price discounts to LEAs in other states and to other Eligible Entities in Pennsylvania and other states to the extent permitted by law, and with the Awarded Vendor's approval.

PEPPM in no way wants to compromise best pricing offered to K-14 schools and LEAs. However, if state law allows, and if you as a Bidder are willing to sell the awarded items at the same educationally bid discounted prices in accordance with the PEPPM Terms and Conditions and any applicable state-specific terms and conditions, you may do so.

Please respond "Yes" to the appropriate area in the Question Section of the electronic bid form if you agree to extend your bid pricing to LEAs in other states to the extent permitted by law. Respond "No" if you do not agree.

Please respond "Yes" to the appropriate area in the Question Section of the electronic bid form if you agree to extend your bid pricing to other Eligible Entities (in addition to LEAs) in Pennsylvania and other states to the extent permitted by law. Respond "No" if you do not agree.

Similarly, you may respond "Yes" to the appropriate area in the Question Section of the electronic bid form if you agree to extend your bid pricing to only tax exempt, non-profit four-year colleges and universities. Respond "No" if you do not agree.

### **B. Modification of State Selection.**

The states listed by the Awarded Vendor in the bid response may be amended during the term of the Contract by mutual agreement between the Awarded Vendor and Agency. All PEPPM Terms and Conditions shall apply. If an Awarded Vendor lists a state on the PEPPM State Selection Form and meets all other Contract requirements, that Awarded Vendor will be posted on or within the PEPPM and eCommerce Consultant websites for that specific state.

### **C. Compliance with PEPPM Terms and Conditions.**

Each Bidder must adhere to the PEPPM Terms and Conditions for all transactions through the program regardless of the LEA's or other Eligible Entity's state.

### **D. Compliance with State Specific Terms and Conditions.**

Please be advised that any of the listed states may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like PEPPM. State specific terms and conditions may be listed in an addendum to this request for bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM program. Adherence to the state-specific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors

willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and (i) added to the Contract via an amendment to the CSIU and Awarded Vendor Agreement, or (ii) added to an LEA's or other Eligible Entity's Purchase Order via an amendment.

All state-specific terms and conditions must be adhered to in addition to the PEPPM Terms and Conditions. When state-specific terms and conditions differ from the PEPPM Terms and Conditions, the state-specific terms and conditions shall prevail with regard to the relationship between the Awarded Vendor and the applicable LEA or other Eligible Entity.

#### E. Compliance with Laws of Other States.

By selecting on the State Selection Form to extend its bid pricing to LEAs and/or other Eligible Entities in other states, Awarded Vendor is agreeing to be bound by the laws of the selected states, as applicable to doing business with the LEAs and/or other Eligible Entities in those states. For example, and without limitation, if Awarded Vendor must register to do business in the LEA's state in order to do business with the LEA, then Awarded Vendor agrees to and shall register to do business in said state. Awarded Vendor shall bear responsibility for all Purchase Orders entered into pursuant to the Contract and is responsible for monitoring whether it is in compliance with the PEPPM Terms and Conditions, state-specific terms and conditions, and applicable law.

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any of the services and/or products to be provided in relation to the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws in states where products and/or services are provided through the PEPPM Contract and to abide by them. Awarded Vendor shall hold Agency and Eligible Entity harmless for any default or breach of Awarded Vendor in this regard.

#### F. Intergovernmental Agreement

By purchasing goods or services under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, Eligible Entity does hereby attest, affirm, acknowledge and agree that: (1) it is an eligible organization under the Cooperative Procurement Code; (2) it is bound by all of the terms and conditions of the Contract applicable to Eligible Entity, including, without limitation, these PEPPM Terms and Conditions, state-specific terms and conditions, and applicable law; (3) under no circumstances shall any other Eligible Entity or the Agency be responsible for payments on account of said Eligible Entity's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor; and (4) that Agency reserves the right to disclose non-specific aggregate Eligible Entity information (such as geographic spread of membership and number and types of members) to third parties.

It is the intent of Agency and Eligible Entity that Eligible Entity's purchase of goods or services under a PEPPM Contract or entry into a Purchase Order with an Awarded Vendor under a PEPPM Contract, and agreement, therefore, to be bound by these PEPPM Terms and Conditions constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements, and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal

agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

### **III. ELECTRONIC BIDDING PROCESS AND ECOMMERCE PLATFORM**

#### **III.1 Role of eCommerce Consultant**

Agency currently uses an eCommerce Consultant to supply the professional expertise to manage certain facets of PEPPM bidding and procurement processes. Links to Awarded Vendor PEPPM storefronts for pricing and ordering instructions based upon the Contracts will be posted on the PEPPM website, located at [www.peppm.org](http://www.peppm.org) for offline purchasing through a clearinghouse at Agency, supported by eCommerce Consultant. The Contracts will be available for online purchasing on the eCommerce Consultant's website (currently located at [www.epylon.com](http://www.epylon.com)). This method will allow Eligible Entities to access the greatest number of vendors and products and reduce the work required of vendors in responding to multiple bids and promote widespread marketing of Contracts to Eligible Entities. Agency may enter Eligible Entity purchases into the eCommerce system on the Eligible Entity's behalf.

#### **III.2 Overview of PEPPM Services and the eCommerce System**

An Awarded Vendor will be required to have an online catalog site linked from [www.peppm.org](http://www.peppm.org). PEPPM linked catalog sites are an internet based environment for maintaining PEPPM price lists for each Awarded Vendor's catalog of products. This site needs to be accessible for online look-up, shopping cart development and real time PEPPM quote production.

This environment must be developed and maintained by the Awarded Vendor on an Awarded Vendor hosted site which is accessible over the Internet. Access to the site must include links from the [www.peppm.org](http://www.peppm.org) site and from the catalog site back to [www.peppm.org](http://www.peppm.org). These sites must be labeled clearly as a PEPPM specific site without links to other vendor products and prices.

Price information must be available to an online search engine that allows the user to search for particular items using key words, product types and manufacturer/publisher names.

All LEAs with Internet access should be able to access PEPPM online catalog sites and use their browser to view the catalog of products and prices online. The Awarded Vendor's catalog site must be capable of creating a shopping cart and affiliated PEPPM quote that can be printed out.

LEAs will fax or email orders to PEPPM, which will process those orders and transmit them to the Awarded Vendor either by digital fax or through the eCommerce system.

A punchout relationship with the eCommerce site at [www.epylon.com](http://www.epylon.com) is recommended but not required.

#### **III.3 eCommerce Consultant Contract Termination**

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and

eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures. The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to utilize the new eCommerce Consultant and eCommerce system in order to have continued access to PEPPM Contracts and PEPPM bid protection.

Awarded Vendors will need to execute new eCommerce Merchant Agreements and Non-Disclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have twenty (20) days after receipt of the new agreements to sign and return the agreements in order to continue their PEPPM Contracts, and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within said 20-day time period, the Agency may terminate the Awarded Vendor's PEPPM Contract upon at least ten (10) days' prior written notice. If an Authorized Reseller does not sign and return the agreements within said 20-day time period, such Authorized Reseller will no longer be an authorized reseller under the PEPPM Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If PEPPM establishes a contract with another eCommerce Consultant or develops its own eCommerce system for publishing Contract information, receiving and processing orders and collecting Transaction Fees, PEPPM reserves the right to collect the original Transaction Fee.

#### **III.4 eCommerce Merchant Agreement**

All Awarded Vendors and Authorized Resellers will be required to agree to the eCommerce Consultant's standard terms and conditions for use of the eCommerce system. The current eCommerce Consultant's standard terms and conditions for use are posted on the eCommerce Consultant's website (currently at [www.epylon.com/terms.html](http://www.epylon.com/terms.html)). For ease of reference, the current eCommerce Consultant's standard terms and conditions (which shall be referred to as the "eCommerce Merchant Agreement") are also set forth as an electronic attachment to Section VII.35 of this request for bids.

By submitting a bid, an Awarded Vendor agrees to the eCommerce Consultant's terms and conditions for Awarded Vendors in the eCommerce Merchant Agreement, which is attached to Section VII.35 in this request for bids, and will be bound to the eCommerce Merchant Agreement as a part of the terms and conditions of the Agreement between the Awarded Vendor and Agency.

All Authorized Resellers shall be bound by, and must comply with, the provisions of the eCommerce Merchant Agreement, in addition to all other terms, conditions, and provisions of the Contract and Purchase Order applicable to Awarded Vendor. If the Awarded Vendor utilizes Authorized Resellers, it is responsible for ensuring that these Authorized Resellers agree to and comply with the provisions of the eCommerce Merchant Agreement, in addition to all other terms, conditions, and provisions of the Contract and Purchase Order applicable to Awarded Vendor.

#### **III.5 Electronic Bidding Process**

Bids from Bidders are being solicited electronically and bids must be returned electronically through the Epylon bidding system. There is no cost for registering or using the Epylon bidding system. Any

potential Bidder may have access to the system for the purpose of bidding. The bidding process involves answering questions, selecting which Catalog Category to bid, adding necessary explanatory attachments in electronic form, filling out an approved template for pricing and quotes, then attaching and identifying the template as being your official prices.

Any bid submitted after the Bid Due Date will be marked late by the electronic bidding system.

No paper documents will be accepted through physical submission. The Awarded Vendor Agreement requires a physical signature. This document should be hand-signed and dated, scanned and uploaded to the electronic bid form.

### **III.6 Electronic Signature**

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that the use of his/her Username and Password constitute his/her electronic signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant (hereinafter defined) have access to the User's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all terms and conditions, final pricing, statements and all other commitments submitted to Agency.

## **IV. PEPPM FEES**

### **IV.1 PEPPM Bid Evaluation Fee**

The Agency, as the administrator of the PEPPM RFB, requires a non-refundable payment in the amount of \$200 from each Bidder FOR EACH CATALOG CATEGORY BEING BID to cover the cost of receiving and evaluating the bid. This is a total of \$200 regardless of how many states you choose to bid. One \$200 payment covers your bid submission to one or more states for each Catalog Category bid.

### **IV.2 PEPPM Bid Award Fee**

If you are Awarded Vendor, you will be charged a \$400 PEPPM Bid Award Fee FOR EACH CATALOG CATEGORY YOU ARE AWARDED. This fee is considered an award fee and will be used by Agency to do initial load and maintenance activities and to continue its growth in service to PEPPM Awarded Vendors and LEAs.

### **IV.3 Payment of Bid Evaluation and Bid Award Fees**

Bid Evaluation and Bid Award Fees will be collected online by way of credit card or by way of electronic debiting of a checking account. A Bidder may use a corporate debit card or may provide checking account information for an Automated Clearing House (ACH) transfer of funds. No paper checks will be accepted. See Bid Procedures and Directions Section IX.14 and IX.15.

### **IV.4 Transaction Fees**

Awarded Vendors shall be required to pay a transaction fee ("Transaction Fee") to Agency for all purchases by Eligible Entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

eCommerce Consultant will collect the Transaction Fee on behalf of Agency.

The Transaction Fee in this Section IV.4 is the agreed upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions, unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on its Authorized Resellers' behalf. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers in the event that the Authorized Reseller fails to remit the Transaction Fee.

For the purpose of the PEPPM RFB contracts awarded using this document, the Transaction Fee shall be 1.75% of "Net Sales," which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). This PEPPM Transaction Fee of 1.75% replaces and supersedes any other requirement for higher fees in the eCommerce Merchant Agreement.

Transaction Fees will not be charged to or paid by the Eligible Entities themselves. Awarded Vendor or its Authorized Resellers shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices.

**NOTE:**

Failure to pay Transaction Fees on a timely basis will result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers.

**IV.5 Additional Authorized Reseller Fees**

Awarded Vendors are eligible to name up to 15 Authorized Resellers per state, per catalog to help implement the Contract on behalf of the Awarded Vendor. If the Awarded Vendor requests to add additional Authorized Resellers beyond its 15 Authorized Resellers, the Awarded Vendor shall be required to pay a set-up fee of \$250 per additional Authorized Reseller to Agency. Fees will be collected by the eCommerce Consultant on behalf of Agency.

**IV.6 Cost of Bid Preparation**

The Agency will not reimburse Bidders for the cost of developing, presenting or providing any response to this request for bids.

**V. BIDDER QUALIFICATIONS**

**V.1 Declaration of Non-Collusion**

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to affirmatively answer "Yes" to the appropriate area in the Question Section or else the bid may not be submitted to Agency.

By submitting this bid, the person named on the electronic bid form declares that he or she has authority to submit the prices bid and that:



- 1) 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.
- 2) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor 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.
- 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 Bidder 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 you nor your affiliates, subsidiaries, officers, directors or employees are currently under investigation by any governmental agency and have not in the last three 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 set forth in a separate attachment to your bid.
- 6) The above representations are material and important, and will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. You understand that any misstatement is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract.

## **V.2 Suspension or Debarment**

By submitting a bid the Bidder certifies, for itself and all its Authorized Resellers, that neither the Bidder, its Authorized Resellers nor any suppliers are under suspension, debarment or otherwise lawfully precluded from participating in any public procurement activity with any governmental entity, instrumentality, or authority at the time it submits a bid, and/or have been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any governmental entity, instrumentality or authority within the five-year period prior to the date of its bid submission.

Prior to the award of a contract, Agency reserves the right to further investigate and inquire into whether any Bidder has been suspended or debarred in the time between submission of its bid and date of award, or is otherwise lawfully precluded from participating in any public procurement activity with any governmental entity, instrumentality or authority, or with the agency. Prior to the issuance of a Purchase Order, each Eligible Entity has the right to further investigate and inquire into whether an Awarded Vendor has been suspended or debarred in the time between the submission of its bid and the issuance of a Purchase Order, or is otherwise lawfully precluded from participating in a public procurement activity with the Eligible Entity. The Bidder or Awarded Vendor shall promptly respond to reasonable requests for information from the Agency or an Eligible Entity pursuant to this Section V.2.

### **V.3 Overdue Tax Liabilities and Other Agency or LEA Obligations**

The Bidder certifies by submission of its bid that it has no overdue tax liabilities or other Agency or Eligible Entity obligations, including, but not limited to, unpaid PEPPM Transaction Fees or other fees from previous contracts.

### **V.4 Ongoing Responsibility and Notice of Any Change**

The Awarded Vendor's informational and disclosure obligations pursuant to all paragraphs in Sections V and VII are ongoing from and after the effective date of the Contract and any Purchase Order issued through the termination date thereof. Accordingly, the Awarded Vendor shall have an obligation to inform the Agency and/or Eligible Entity if, at any time during the term of the Contract or any Purchase Order, it, changes its company name, changes its place of business, becomes delinquent in the payment of any taxes, becomes delinquent in the payment of any Agency or Eligible Entity obligations (including, but not limited to, payment of PEPPM Transaction Fees or other fees), or if it or any of its designated partners are suspended or debarred by the Agency, Eligible Entity, any other Eligible Entity, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension, debarment or delinquency, or change. The Awarded Vendor's status regarding any or all of its PEPPM Contracts may be affected by these changes.

### **V.5 Cause for Default**

The failure of the Awarded Vendor to notify the Agency or Eligible Entity of its suspension or debarment by Agency, Eligible Entity, any other Eligible Entity, or any other state or governmental entity, or the federal government shall constitute an event of default of the Contract and/or Purchase Order.

### **V.6 Americans With Disabilities Act**

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Awarded Vendor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

### **V.7 Covenant Against Contingent Fees**

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order, as applicable, without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **V.8 Requirement to Define Partnerships**

Bidders must define any and all partnerships they are planning to use in support of the sales associated with this bid. All partnerships can be defined and explained by attaching a document to the appropriate Catalog Category in the electronic bid form. Additional partnerships that may occur after a PEPPM bid is awarded must be approved by Agency. Include any partnerships that relate to the use of Authorized Resellers and/or other third parties providing installation, maintenance, and support services.

## **V.9 Authorization for Resellers**

Vendors who are awarded a Contract for a specific Catalog Category included within their PEPPM RFB may establish Authorized Resellers. The Authorized Resellers must agree to sell the product at or below the pricing that the Awarded Vendor provides to PEPPM, adhere to all terms and conditions of the Contract and pay all Transaction Fees (see Terms and Conditions, Section IV.4) unless the Awarded Vendor has agreed to pay all Transaction Fees. If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after a PEPPM bid award but must be approved by Agency.

## **V.10 Bidder Profiling**

By answering the questions in the Question Section, Bidders must give satisfactory evidence that they:

- 1) maintain permanent places of business,
- 2) have the capability to satisfactorily and expeditiously furnish the items offered,
- 3) will provide satisfactory customer sales support and service to all LEAs and applicable Eligible Entities,
- 4) have current relationships with LEAs for verification of customer satisfaction,
- 5) can demonstrate an active network or other acceptable method of service, and
- 6) will serve all LEAs and applicable Eligible Entities.

## **V.11 Historically Under-Utilized Businesses (HUBs)**

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to the appropriate area in the Question Section.

## **VI. BID SPECIFICATIONS**

### **VI.1 Types of Products Sought**

This PEPPM RFB seeks bids on technology products typically sold through online and paper based catalogs (e.g. educational and administrative software, equipment, cables, supplies, etc.).

Specification for Each Catalog Category:

- Audio Visual Products Catalog, containing a minimum of 100 different brands and product lines
- General Hardware and Software, containing a minimum of 100 different brands and product lines
- Refurbished Computer Systems and Parts, containing one or more major brands of computers
- Remanufactured Laser Toner and Ink Cartridges, capable of providing ink and toner for machines made by major brands

### **VI.2 New Product Provisions**

For all Catalog Categories except Refurbished Computer Systems and Parts and Remanufactured Laser Toner and Ink Cartridges, Agency is seeking NEW technology related products manufactured by reputable manufacturers. The products offered must be considered new by the manufacturer having new serial numbers and be made with new components meeting all manufacturer specifications (realizing that some manufacturers may recycle incidental components).

Agency is also seeking products in a Refurbished Computer Systems and Parts Catalog Category for high quality refurbished computer systems and parts that may have been previously used or owned. The refurbished products offered must be refurbished with components meeting all original manufacturer specifications. Refurbished computer systems submitted in response to the Refurbished Computer Systems and Parts Catalog Category must have a minimum three (3) year warranty.

### **VI.3 Serial Numbers**

Any New Products offered must have original serial numbers. Any hardware product lines submitted as part of this PEPPM RFB must be for equipment on which the original manufacturer's serial number has not been altered in any way.

### **VI.4 New Technology and Product Additions**

New products that become available after the start of the Contract and that are branded as and fall within the already approved list of manufacturers as part of the PEPPM RFB award may be added to the existing Contract. Pricing shall be at or better than the price determined by the bid percent of discount off list or mark-up over cost for the category of products.

### **VI.5 Replacement Parts**

Awarded Vendors must, upon request, provide replacement parts (either functional equivalent or a newer version of the same part which performs the same function and is replaceable or interchangeable with the part being replaced), directly or through the manufacturer or a

manufacturers' representative, to the Eligible Entity and/or the Eligible Entity's designated maintenance service provider. . The Awarded Vendor will offer replacement parts as available from the Original Equipment Manufacturer (OEM) after the warranty expiration.

Awarded Vendor and Eligible Entity may enter into a maintenance service agreement concerning the provision of repair parts. For products under a PEPPM Contract which Eligible Entity has elected to lease or rent from the Awarded Vendor (e.g. copiers), the provision of repair or replacement parts may be governed by a mandatory maintenance service agreement between the Awarded Vendor and Eligible Entity.

#### **VI.6 Proof of Supply**

Bidder must provide information verifying their ability to access and deliver bid products at or below the bid pricing for the product lines in the Catalog Category awarded.

Please include a statement within a PDF file as to how you obtain supplies of product for the Catalog Category you are bidding. Include this statement as an attachment to each Catalog Category you are bidding.

#### **VI.7 Liens**

All materials and services shall be free of all liens.

#### **VI.8 Licenses**

Awarded Vendors (and their Authorized Resellers, as applicable) shall maintain current status of all federal, state and local licenses, bonds, and permits required for the operation of the business conducted by the Awarded Vendor (and their Authorized Resellers, as applicable) in Pennsylvania and in all other states in which Awarded Vendor selects on the State Selection Form.

#### **VI.9 Standard Warranty**

The Awarded Vendor warrants that all items furnished by the Awarded Vendor, its agents, designated partners and Authorized Resellers shall be free and clear of any defects in material and workmanship and shall conform to the published specifications for such product and Awarded Vendor's representations regarding the functions and uses for which each product is marketed. Bidders bidding on personal computers must provide standard manufacturer's warranty of at least one (1) year (on-site for desktop and server systems). If the standard manufacturer warranty is longer than one year, no deduction to that standard manufacturer warranty will be allowed. Other items must carry the standard warranty. Warranty policy information, including additional costs for extended parts and labor coverage, must be addressed in the bid response and clearly defined for all submitted price lists. The Awarded Vendor shall repair and/or replace any defective item with an item of equivalent or superior quality without any additional cost to any Eligible Entity.

Awarded Vendor and Eligible Entity may enter into a maintenance service agreement which governs the product warranty. For products under a PEPPM Contract which Eligible Entity has elected to lease or rent from the Awarded Vendor (e.g. copiers), the warranty may be governed by a mandatory maintenance service agreement between the Awarded Vendor and Eligible Entity. Whether voluntary or mandatory, the maintenance service agreement shall commence upon installation of the equipment. Awarded Vendor will repair or replace defective parts or equipment at Awarded Vendor's expense so long as the equipment is being maintained by Awarded Vendor under a

maintenance service agreement. If the Eligible Entity cancels (without cause) or does not renew the maintenance service agreement, the Awarded Vendor's obligation to repair or replace the equipment ceases in accordance with the maintenance service agreement.

#### **VI.10 Onsite Warranty Service**

Bidders bidding on personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment in need of such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" products are excluded from this requirement.

#### **VI.11 Installation**

Catalog products that require professional installation – if offered by the Awarded Vendor and desired by the LEA, shall be installed within four (4) weeks of product delivery, unless LEA asks that installation be delayed. Catalog products shall be installed in accordance with the manufacturers' instructions..

#### **VI.12 Direct Relationships with Service Providers for Services other than Onsite Warranty Services**

For Bidders who include personal computer lines within their PEPPM RFB, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third-party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to infer ownership and/or franchise relationships, only that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities, and is under a duty to monitor all service performances of the service providers.

#### **VI.13 Certifications Related to Personal Computer Lines**

It is the Agency's intention that at no time will an Eligible Entity be "surprised" by a computer's inability to function on a network, run popular software products or in any other way not perform as expected, intended, or is customary to anticipate. Bidders who include personal computer lines within their PEPPM RFB must maintain the various certifications that the manufacturers have concerning compatibility and compliance with computer and network operating systems and federal safety and communications guidelines.

#### **VI.14 Services Related to Products**

In preparing responses, Bidders should understand that they will not be specifically required to install, demonstrate or train Eligible Entity personnel in the use of purchased equipment, except

where a Bidder is required to provide such services at no additional cost as part of its contractual arrangement with its supplier or manufacturer.

However, if a Bidder can provide ancillary services (either by itself directly or indirectly through a designated service provider) related to the Catalog Category being bid and wants to offer those services to Eligible Entities, that Bidder should respond “Yes” to the appropriate area in the Question Section of the electronic bid form and must complete and attach the PEPPM Ancillary Services Form describing what services are available, how they will be provided (either by itself directly or indirectly through one or more designated service providers) and what PEPPM discount(s) will be applied, for the Catalog Category being bid with ancillary services.

**NOTE:**

To provide bid protection for your ancillary services (e.g. installation), offered directly and/or indirectly, you must submit specific information (i.e. price rates, published price list, PEPPM discount if any, etc.) for Agency to be able to determine a "bid price" for your ancillary services. Stating prices will be negotiated is not acceptable, and those ancillary services will not be considered bid protected and may not be offered to Eligible Entities under the Contract.

**Submit one PEPPM Ancillary Services Form for each Catalog Category being bid with ancillary services.** Following are examples of ancillary services that may be submitted that apply to the Catalog Category being bid:

- Installation
- Consulting
- Image loading
- Training
- Help desk support
- Engineering
- Analysis and design
- Maintenance
- Asset tag service
- Hard drive removal and retention by the buyer
- Travel

If an Awarded Vendor has chosen to offer ancillary services in conjunction with the bid awarded Contract items it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM discounted price.

Any ancillary service price lists provided by the Awarded Vendor must allow the Agency and Eligible Entity to easily identify bid submitted and approved ancillary services and costs. Bidders are advised to not lower per unit product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices to help determine an award.

For Awarded Vendors that offer ancillary services provided indirectly through a designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid. Pricing that is based on “per hour” rates does not determine final cost to the Eligible Entity, just the rate. Final cost to the Eligible Entity will involve mutually agreed upon scope of work to be completed and number of hours involved. Pricing for

a specified set of ancillary services at one price in the bid, on the Ancillary Services Form or in the PEPPM posted price list must be offered by the designated service provider at or below the bid proposed discounted price and would be the final cost to the Eligible Entity for that set of services.

**NOTE:**

It is desired that the award be made to a Bidder who demonstrates evidence that they can provide reasonable and acceptable ancillary services to all Eligible Entities within each state bid for products that require installation, ongoing maintenance or other necessary ancillary services. In these cases, available ancillary services and the presence of prices for those ancillary services will be a factor in the evaluation of bids.

Ancillary services that are identified and priced at the time of the bid using the Ancillary Services Form will be considered PEPPM bid protected ancillary services during the term of the Contract assuming that the prices quoted for the ancillary services are discounted at or below bid identified discounts.

**NOTE:**

Bidders are advised that to the extent applicable to an Eligible Entity for Purchase Orders which include ancillary services which require the payment of prevailing wages, Bidders are required to include such prevailing wages in their bid pricing for ancillary services at the time of bid submission. Bidders may include two sets of ancillary service pricing with their bids – one for projects which are not subject to the payment of prevailing wages, and one for projects which are subject to the payment of prevailing wages.

**VI.15 Returned Goods Policy**

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Catalog Category being bid. Also, please respond to the question in the Question Section that asks whether the Bidder has properly attached the respective Returned Goods Policy for each Catalog Category being bid.

**VII. ORDERING PROCEDURES AND REQUIREMENTS**

**VII.1 Overview of Standard Purchase Order Terms and Conditions**

If an award is made to a Bidder, such Awarded Vendor may receive a Purchase Order to furnish the awarded catalog item(s) in accordance with these standard purchase order terms and conditions:

- 1) Any Eligible Entity may issue Purchase Orders against the Contract. These constitute the Awarded Vendor's authority to make delivery. The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract. However, the fulfillment of the Purchase Order may extend beyond the Contract's expiration date. As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped in accordance with the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity. Eligible Entity has the option to accept or reject extended delivery time.



- 2) As stated in Section IV.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.
- 3) Purchase Orders may be issued through eCommerce Consultant Awarded Vendor accounts at [www.epylon.com](http://www.epylon.com), through fax equipment to the following fax number: 800-636-3779 or through email to the following email address: [orders@peppm.org](mailto:orders@peppm.org). Purchase Orders via eCommerce Consultant Awarded Vendor accounts will arrive in the eCommerce Consultant order inbox, accessed at [www.epylon.com](http://www.epylon.com) through a previously established login with a username and password. Receipt of the electronic or fax transmission of the Purchase Order shall constitute receipt of an order. Purchase Orders received by the Awarded Vendor after 4:00 p.m. (prevailing local time of the Awarded Vendor) will be considered received the following business day.
- 4) Upon receipt of a Purchase Order in the eCommerce Consultant order inbox, the Awarded Vendor shall promptly and properly transmit an acknowledgment in return by filling out any additional Purchase Order information and clicking "submit." Failing to acknowledge Purchase Orders gives Eligible Entities the impression that their Purchase Order has been received by the Awarded Vendor, but that the Purchase Order has not been accepted.
- 5) For Purchase Orders entered into the eCommerce system specifically by the Eligible Entity, the parties agree that no hand-written signature shall be required for the Purchase Order to be legally enforceable. To the maximum extent permitted by law, the parties hereby agree to accept a Purchase Order submission or acceptance by a properly authorized user of the eCommerce system as any necessary "signature" that may be required by law. Any Purchase Order or acknowledgment, which has been issued by a properly authorized eCommerce system user shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party.
- 6) For Purchase Orders entered into the eCommerce system specifically by the Eligible Entity, the parties agree that no writing shall be required to make the Purchase Order legally binding, notwithstanding contrary requirements in any law. The parties agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgment issued through the eCommerce system under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine Purchase Order or acknowledgment issued through the eCommerce system, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Purchase Orders or acknowledgments under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it was received from the eCommerce

Consultant order inbox and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- 7) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.
- 8) Awarded Vendors who receive Purchase Orders directly from Eligible Entities (e.g. directly by fax, email, mail, or in person), where the Purchase Order is marked as relating to the PEPPM bid and has not first been submitted to the PEPPM purchase order clearinghouse or through the eCommerce system, are required to send such Purchase Order to PEPPM for archiving, bid protection and entry into Agency's database.

## **VII.2 Term of Purchase Order**

The term of the Purchase Order shall commence on the date that the Awarded Vendor receives a Purchase Order executed by the Eligible Entity and all approvals required by Eligible Entity contracting procedures have been obtained (the "Effective Date"). The Purchase Order shall, subject to the other provisions of the Purchase Order, end on the later of: a) complete delivery and acceptance of the awarded item(s); b) the expiration of any specified warranty and maintenance period; c) payment by the Eligible Entity for the item(s) received; or d) the expiration date identified in the Purchase Order. The fulfillment of the Purchase Order may extend beyond the Contract's expiration date as long as the Eligible Entity enters into the Purchase Order before the Contract's expiration.

The Awarded Vendor shall not start the performance under the Purchase Order before the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to verbally direct the shipment of any item(s) or the commencement of any work under the Purchase Order before the Effective Date thereof.

## **VII.3 Ordering, Invoicing, and Payment**

Eligible Entities will order the items, receive the items from the Awarded Vendor and directly pay the Awarded Vendor upon receipt of invoices.

All invoices are to be sent directly to the purchasing Eligible Entity. Eligible Entities will normally pay invoices within thirty (30) days of receipt of order, or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

## **VII.4 Awarded Vendor as an Independent Contractor**

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

## **VII.5 Compliance with Law**

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any of the services and/or products to be provided in relation to the Contract. It shall

be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Awarded Vendor shall hold Agency and Eligible Entity harmless for any default or breach of Awarded Vendor in this regard.

The invalidity of any words, phrases, sentences, sections or subsections contained in the Contract or Purchase Order shall not affect the enforceability of the remaining portions of the Contract or Purchase Order or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the Contract or Purchase Order shall be read as if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

All applicable laws required to be referenced in this request for bids, its PEPPM Terms and Conditions, any state-specific terms and conditions or other contract documents shall be deemed to be part hereof or thereof, and the Contract and Purchase Order shall be read and enforced as though they were included. Awarded Vendor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes, and standards in the Commonwealth of Pennsylvania and in each state where an Eligible Entity is located. The failure to specifically reference or include said matters in any terms or conditions or the contract does not excuse the Awarded Vendor from compliance with same.

Bidder agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the Agency and Eligible Entity harmless from its unlawful disclosure and/or use of private/confidential information.

## **VII.6 Compliance with the Uniform Grant Guidance**

When an Eligible Entity seeks to procure goods and services through a PEPPM contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Grant Guidance," "UGG" or new "EDGAR"). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds.

### **1) Awarded Vendor Violation or Breach of Contract terms**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 USC 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. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

### **2) Termination for Cause or Convenience**

For any purchase or contract more than \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated in accordance with this Paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

3) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

4) Davis Bacon Act

When required by Federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction contracts/purchases in excess of \$2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Awarded Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov).

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or

sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5) Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity contracts or purchases more than \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Awarded Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work more than 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 more than 40 hours in the work week. The requirements of 40 USC 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.

6) Right to Inventions Made Under a Contract or Agreement

If the Eligible Entity's 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 or 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. The Awarded Vendor agrees to comply with the above requirements when applicable.

7) Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and sub-grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act and the Federal Water Pollution Control Act.

8) Debarment and Suspension

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 1966 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. The Awarded Vendor certifies that The Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded 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.

9) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who 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 USC 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. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10) Procurement of Recovered Materials

For Eligible Entity’s purchases utilizing Federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Profit as a Separate Element of Price

For purchases using federal funds more than \$150,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by the Eligible Entity, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate

element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

12) Bonding Requirements

Pursuant to 2 C.F.R. § 325, the Agency requires applicable bid security, performance and payment bonds on construction projects. As such, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$150,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the Contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the Contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13) Not-To-Exceed Price

If requested by the Eligible Entity, on any contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk under 2 C.F.R. § 200.318(j).

14) Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

The Awarded 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.

15) Equivalent Products

- a) **Comparable (Alternate) Products:** Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- b) **Substitutions for Cause:** An Awarded Vendor may only propose substitutions pursuant to a purchase order submitted by a purchasing Eligible Entity in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.
- c) **Substitutions for Convenience:** Bidders may not propose substitutions for convenience.

16) General Compliance and Cooperation with Eligible Entity



In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any purchase order or contract from the Eligible Entity, it shall make a good faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action more than \$150,000, including contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis.

#### **VII.7 Environmental Provisions**

In performing its obligations under the Contract and Purchase Order, the Awarded Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

#### **VII.8 Compensation/Invoices**

The Awarded Vendor shall be required to furnish the awarded item(s) at or below the price(s) quoted in the Contract. The Awarded Vendor shall be compensated only for item(s) which are delivered and accepted by the Eligible Entity.

Unless otherwise specified, the Awarded Vendor shall send an itemized invoice to the "Bill To" address on the Purchase Order promptly after the item(s) are delivered, or in the case of equipment which is being installed by the Awarded Vendor, after the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's intended use. The invoice should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices.

#### **VII.9 Payment**

The Eligible Entity shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by the Eligible Entity. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Purchase Order and the items actually received.

Payment should not be construed by the Awarded Vendor as acceptance of the items furnished by the Awarded Vendor. The Eligible Entity reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications. Where the Awarded Vendor is responsible for installation of the items, acceptance of delivered items is deemed to occur when the equipment is installed, has successfully completed its diagnostic routines and is available for Eligible Entity's intended use.

The Awarded Vendor agrees that the Eligible Entity may deduct the amount of any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity.

At the discretion of the Awarded Vendor, the Eligible Entity may use an Eligible Entity purchasing card to pay for the items purchased under the Purchase Order. The Eligible Entity(ies) purchasing card is similar to a credit card in that there will be a small fee which the Awarded Vendor will be required to pay and the Awarded Vendor will receive payment directly from the card issuer rather than the Eligible Entity. Any and all fees related to this type of payment are the responsibility of the Awarded Vendor. In no case will the Eligible Entity(ies) allow increases in prices to offset purchasing card fees paid by the Awarded Vendor or any other charges incurred by the Awarded Vendor, unless expressly stated in the terms of the Purchase Order.

#### **VII.10 Taxes**

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the Awarded Vendor.

LEAs are exempt from all excise taxes imposed by the Internal Revenue Service and have accordingly registered with or been recognized by the Internal Revenue Service to make tax free purchases.

#### **VII.11 Delivery**

All item(s) shall be delivered F.O.B. Destination. All items should be delivered within the time period specified on the Purchase Order. In addition to any other remedies, the Purchase Order is subject to termination for failure to deliver as specified. In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery will be required to be made to the receiving platform or place designated on each Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. Weight, color, count, measure, etc., will be determined at the point of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage such units, as are specified.

Any system configuration ordered shall be delivered as a complete system. It will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit at the same time.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity

within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible after that upon Awarded Vendor becoming aware that the order involves a non-standard delivery. The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. In no event shall Eligible Entity be responsible for non-standard rigging charges which are not made known to the Eligible Entity before delivery of the equipment, and Awarded Vendor shall bear the cost of same.

#### **VII.12 Title and Risk of Loss**

The Awarded Vendor agrees to bear the risk of loss, injury, or destruction of the items ordered before receipt of the items by the Eligible Entity unless otherwise provided in this document. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

#### **VII.13 Shipping Errors**

Awarded Vendor agrees that shipping errors will be at the expense of the Awarded Vendor. For example, if an Awarded Vendor ships a product to an Eligible Entity that was not ordered, it is the responsibility of the Awarded Vendor to pay for return mail or shipment, at the convenience of the Eligible Entity.

#### **VII.14 Inspection and Rejection**

No item(s) received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the item(s). The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the item(s) shall not exceed thirty (30) calendar days from date of delivery. Any item(s) 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 item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. When a defect or nonconforming item(s) is discovered, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall thereupon become the duty of the Awarded Vendor to remove rejected item(s) from the premises without expense to the Eligible Entity within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Eligible Entity 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 Eligible Entity's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Awarded Vendor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual cost thereof to the Eligible Entity.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the items, acceptance of delivered items is deemed to occur when the equipment is installed, has successfully completed its diagnostic routines and is available for Eligible Entity's intended use. Notwithstanding acceptance, for items covered by a maintenance service agreement, the Awarded Vendor shall keep the equipment in good working order or Awarded Vendor will replace the equipment with a like model conforming to the specifications and which is not defective at the Awarded Vendor's expense.

## VII.15 Default

A. The Agency may, subject to the provisions of Section VII.16, Force Majeure, and in addition to its other rights under the Contract, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate (as provided in Section VII.18, Termination of Contract) the whole or any part of the Contract (including, without limitation, for one or more states) for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Agreement or as otherwise specified;
- Improper delivery;
- Failure to provide an item(s) which is in conformance with the specifications referenced in the request for bids;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item(s) rejected as defective or non-conforming within fifteen (15) days after notification;
- Insolvency or bankruptcy;
- Assignment made for the benefit of creditors;
- Failure to protect, to repair, or to make good any damage or injury to property;
- Breach of any provision of the Contract;
- Failure to adequately perform the services set forth in the Contract and Purchase Orders issued thereunder;
- Failure to make progress in the performance of the Contract and/or giving Agency reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract;
- Failure to observe any of the terms and conditions of the Contract;
- Failure to pay Transaction Fees;
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity;
- Failure to maintain its baseline catalog online;
- Failure to update prices as per Section XI.7;
- Non-performance in sales as per Section XI.2; and/or
- Suspension or Debarment occurring during the term of the Contract (See Section V.2 Suspension or Debarment).

B. The Eligible Entity may, subject to the provisions of Section VII.16, Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate (as provided in Section VII.17.A, Termination of Purchase Order) the whole or any part of the Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified;
- Improper delivery;
- Failure to provide an item(s) which is in conformance with the specifications referenced in the request for bids;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;

- Insolvency or bankruptcy;
  - Assignment made for the benefit of creditors;
  - Failure to protect, to repair, or to make good any damage or injury to property;
  - Breach of any provision of the Purchase Order;
  - Failure to adequately perform the services set forth in the Purchase Order;
  - Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order;
  - Failure to observe any of the terms and conditions of the Purchase Order;
  - Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity; and/or
  - Suspension or Debarment occurring during the term of the Purchase Order (See Section V.2 Suspension or Debarment).
- C. If the Eligible Entity terminates the Purchase Order in whole or in part as provided in Subparagraph B above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any items similar or identical to the items so terminated.
- D. If the Purchase Order is terminated as provided in Subparagraph B above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered items as the Awarded Vendor has produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered items accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered items, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.
- E. The rights and remedies of the Agency or Eligible Entity provided in this Section VII.15 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.
- F. The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in this Section VII.15, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.
- G. To the extent that an Eligible Entity has an administrative dispute resolution process that is mandated by law, the Awarded Vendor agrees to adhere to such process.

#### **VII.16 Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation under the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders,

natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Awarded Vendor from reasonably making such estimation. The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order.

#### **VII.17 Termination of Purchase Order**

The Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- A. Termination for Cause: The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default under Section VII.15, Default, upon written notice to the Awarded Vendor, unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the effective date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- B. Non-Appropriation: In the event that the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g. Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free of all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

## **VII.18 Termination of Contract**

Agency shall have the right to terminate the Contract for Awarded Vendor default under Section VII.15, Default, upon written notice to the Awarded Vendor, unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Agency's notice of default.

At any time, the Agency reserves the right to conduct a review of the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition of the Contract. The Agency may, but is not obligated to follow the following procedure:

- Step 1 - Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue letter to cancel Contract.

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to adequately address all issues of concern may result in Contract cancellation.

In the event of termination of the Awarded Vendor Contract by Agency, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the terms and conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the effective date of the termination of the Contract.

## **VII.19 Assignability and Subcontracting**

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. The use of delivery/removal carriers does not constitute subcontracting.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee

agrees to be legally bound by all of the terms and conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third-party for the purposes of securitization or factoring.

## **VII.20 Nondiscrimination/Sexual Harassment Clause**

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- 1) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- 2) Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- 3) The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4) The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier who is qualified to perform the work to which the Contract relates.
- 5) To the extent permitted by and in accordance with applicable privacy laws, the Awarded Vendor and each designated partner shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Agency and Eligible Entity and appropriate departments of state government for



purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity or appropriate departments of state government.

- 6) The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- 7) The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order, as applicable, and all money due or to become due under the Purchase Order may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

### **VII.21 Hazardous Substances**

The Awarded Vendor shall provide information to the Eligible Entity about the identity and hazards of hazardous substances supplied or used by the Awarded Vendor in the performance of the Purchase Order. The Awarded Vendor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq., and any similar act in other states in which the Awarded Vendor is providing product under the Contract.

Labeling. The Awarded Vendor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Awarded Vendor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):

- 1) Hazardous substances:
  - a) The chemical name or common name,
  - b) A hazard warning, and
  - c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
  - a) The common name, but if none exists, then the trade name,
  - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - d) A hazard warning, and
  - e) The name, address, and telephone number of the manufacturer.

- 3) Single chemicals:
  - a) The chemical name or the common name,
  - b) A hazard warning, if appropriate, and
  - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
  - a) The common name, but if none exists, then the trade name,
  - b) A hazard warning, if appropriate,
  - c) The name, address, and telephone number of the manufacturer, and
  - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- 5) Material Safety Data Sheet. The Awarded Vendor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Eligible Entity must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Awarded Vendor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Awarded Vendor shall also notify the Eligible Entity when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Eligible Entity at the time of shipment.

## **VII.22 Vendor Integrity Provisions**

For purposes of the sections numbered VII.22 through VII.32 only, the following definitions shall apply:

- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity.
- 2) **Consent** means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable.
- 3) **Vendor** means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
- 4) **Financial interest** means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

## **VII.23 Highest Standards of Integrity**

The Vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

## **VII.24 Confidential Information**

The Vendor shall not disclose to others any confidential information gained by way of the Contract or Purchase Order.

## **VII.25 Pecuniary Benefit**

The Vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

## **VII.26 Giving Gratuities**

The Vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, 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 Agency or Eligible Entity.

### **VII.27 Accepting Gratuities**

Except with the consent of the Agency or Eligible Entity, neither the Vendor nor anyone in privity with him or her 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 the Contract or a Purchase Order except as provided therein.

### **VII.28 Supplemental Financial Interests**

Except with the consent of the Agency or Eligible Entity, the Vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on this project.

### **VII.29 Notification of Violations**

The Vendor, upon being informed that any violation of these provisions (i.e. Sections VII.23 through VII.28) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

### **VII.30 Certification of Non-Violation**

The Vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions (i.e. Sections VII.23 through VII.29).

### **VII.31 Cooperation with Authorities**

The Vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant to the Vendor's integrity or responsibility, as those terms are defined by relevant statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents or files of any type or form which refers to or concerns the Contract or Purchase Order. Such information shall be retained by the Vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law.

### **VII.32 Rights and Remedies in the Event of Violation**

For violation of any of the above provisions (i.e. Sections VII.23 through VII.31), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the Vendor, 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 vendor to complete performance hereunder, and debar and suspend the Vendor from doing business with the Agency or Eligible Entity; provided, however, that prior to any termination action under this section, Awarded Vendor shall be provided with written notice of the violation and thirty (30) days to cure the violation. 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 Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

### **VII.33 Right of Vendor Employee Rejection**

LEAs that are school districts, non-public schools, charter or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons who are performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from the provisions of federal and state laws legislated as child protective services.

### **VII.34 Separation of Employer Responsibilities**

It is understood that the Awarded Vendor, in performing services and providing products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and products it delivers under the Contract and any Purchase Order, and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any and all other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available from them to the Awarded Vendor and/or any and all of the Awarded Vendor's agents, servants and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities in any way whatsoever.

### **VII.35 eCommerce Merchant Agreement**

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the course of the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant by the process set forth in Section III.3 of these PEPPM Terms and Conditions.

### **VII.36 Prevailing Wage Rates**

To the extent applicable to a Pennsylvania Eligible Entity, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding \$25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 *et seq.*, and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the act, definition of maintenance

work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). To the extent applicable to an Eligible Entity from another state, such state's prevailing wage rate act, regulations, and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

## **VIII. BID PRICING SPECIFICATIONS**

### **VIII.1 Price Basis and Discounts or Mark-ups**

Effective pricing must be based on discounts from a commercially available catalog or mark-up over applicable cost. A commercially available catalog may be a paper catalog, catalogs, or a website, but they must be commercially available to a widely accessible audience. Custom or one-off catalogs are not eligible to be used as a price basis. The name of the catalog being used as the price basis must be listed on the Quote Sheet of the Bid Price Submission Template.

### **VIII.2 Fixed and Variable Discounts or Mark-ups in Categories**

Discounts must be expressed as a percentage discount against the prices listed in the commercially available catalog(s). Mark-ups must be expressed as a percentage over applicable cost. Discounts or mark-ups may be fixed for the entire catalog or variable, that is, a different percentage may apply to defined categories within the catalog, an entire product line, or both. All offered products must be within a category. "Other" is an acceptable category.

### **VIII.3 Bid Price Submission Template**

For each Catalog Category bid submission (for example, a) General Hardware and Software and b) Audio Visual) being bid upon, a Bidder must attach a corresponding pricing spreadsheet. Only the Bid Price Submission Template in Microsoft Excel format may be used. It may be downloaded once from the Bid Section indicating which Catalog Category is being bid. It may be duplicated as many times as needed for each Catalog Category you are bidding or if the number of SKUs offered exceeds the spreadsheet limit.

There are two tabs in the spreadsheet to be completed. One is called the "Quote Sheet" and contains the PEPPM Bid Quote Sheet, and the other is called "Bid Response" and contains the Bid Price Submission Template, which calculates your final effective bid price for SKUs being offered as part of the Bid. A third tab called "Instructions" contains instructions for completing the other two tabs.

Fill out a separate Bid Price Submission Template for every Catalog Category you are bidding. You must fill out the white columns in the Bid Response tab with information including Manufacturer's SKU Number, Bidder's SKU Number, Product Name, Product Description, list price or cost price, and percent discount or mark-up.

The spreadsheet will automatically calculate the effective bid price based on the percent of discount or mark-up you specify. All bid pricing listed in the Bid Response tab must be priced according to the discount or mark-up structure specified on the Quote Sheet tab.

A representative list of SKUs from a cross section of product types for each manufacturer's product line you are bidding must be provided. Likewise, if bidding by categories within a product line or

across product lines, a sampling of products with effective pricing must be provided that are representative of each category.

Product lines that do not have sufficient SKUs listed may not be awarded. If necessary, use multiple templates for any overflow.

Additional directions are included in the Instructions tab of the Bid Price Submission Template.

#### **VIII.4 Importance of Final Effective Price**

It is the Bidder's responsibility to look at the final effective prices in column I of the Bid Response tab spreadsheet to see that they are calculated correctly. These are your official bid prices. If they are not correct, then the percent you entered is incorrect, because the spreadsheet automatically calculates the correct effective prices based on your entries.

Prices in column I will be a basis for evaluation for bid awards.

Any inconsistencies in expressing your percent of discount may result in your bid being non-responsive or subject to a reduction in score.

Any inconsistencies in expressing your percent of discount or mark-up may result in your bid being non-responsive or subject to a reduction in score.

#### **VIII.5 List of Manufacturer Product Lines in the Catalog**

PEPPM needs to know what brands and product lines you are offering in your catalog. An Excel spreadsheet containing a list of manufacturer product line names being bid must be attached to the Catalog Category (i.e. General Hardware and Software) being bid and match the manufacturer product line names listed in the Quote Sheet and Bid Response tabs.

#### **VIII.6 Bid Price Submission Template for Evaluation Only**

Please note that the price list used in the Bid Price Submission Template is for bid comparison purposes only. PEPPM will not post your discount or mark-up amounts from this template.

#### **VIII.7 Method Used to Determine Bid Pricing**

This Bid is seeking specifically PEPPM educationally discounted prices for the entire list of offered products. Agency is asking Bidders to place bids as a specified discount-percent-off of a Vendor's currently published catalog price or mark-up percent over the applicable cost. The Agency and its CPA firm will need access to published online catalog price data or vendor cost data to ensure bid compliance during the contract period. If bidding a discount-percent-off of a currently published catalog and if this catalog is no longer published, the Contract will be terminated.

#### **VIII.8 Identifying List Price or Cost Data**

If bidding Discount from List, the name of the published catalog or online catalog price list and its effective date used for determining PEPPM bid pricing in the Bid Response tab must be **CLEARLY IDENTIFIED** on the Quote Sheet tab in the Bid Price Submission Template. The Agency, its CPA firm and LEAs will use the designated published catalog or online catalog price list as a basis for verifying the published PEPPM pricing meets the bid discount(s) for the bid evaluation and throughout the term of the Contract. A copy of the designated catalog price list for all items posted

(e.g. April 20th of a contract year requested in August) must be made available upon request for price verification.

If bidding mark-up over cost, the Bid Response tab in the Bid Price Submission Template must contain the Awarded Vendor cost for each item listed. In addition, a report of cost for each item posted during the term of the Contract must be available upon request from PEPPM during the term of the Contract so that correct bid pricing under the Contract can be verified, e.g. a report of cost for each item posted April 20th of a Contract year requested in August must be made available upon request.

### **VIII.9 Expressing the Percent of Discount or Mark-up**

In column H on the Bid Response tab of the Bid Price Submission Template, you must take care to correctly enter the percent of discount or mark-up in the proper form because the way you enter your discount affects the final effective calculated bid price.

If bidding discount from list, the percent should be entered as a **NEGATIVE** number, because you are subtracting a percentage from your list price.

If bidding mark-up over cost, you should enter the percent as a **POSITIVE** number because you are adding a percentage to your costs.

If the percent of discount or mark-up is zero, enter “0” in the cell in column H.

### **VIII.10 Importance of Manufacturer’s SKUs**

It is important that you provide the correct manufacturer's SKU number without modification for each product you submit as part of the bid. The first phase of the evaluation process uses manufacturer SKU number, after stripping away hyphens, spaces and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that modify a manufacturer’s SKU must be removed before submission. Bidders must make their best efforts to match their “Manufacturer SKUs” to the manufacturer’s published SKUs including and/or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer product identifiers. Bidder should note that these requirements are for their Bid Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer’s SKU numbers in a Bidder’s bid proposal may result in a bid declared non-responsive or in a reduction of your overall bid evaluation score.

### **VIII.11 Extent of Products Offered**

Product lines and prices listed, along with your response in the Question Section will be used to establish both the extent of a vendor’s catalog and the corresponding educationally discounted pricing.

Bidders must use their best judgment on which and how many product lines to submit for a particular bid Catalog Category. When determining which products to submit, it is advised to provide more, not less and target education over other channel specific items. The bid evaluation may be affected by the number of product lines available from a particular Bidder over another.



Bidders of more than one Catalog Category must put the price list files of each Catalog Category bid on a separate template and upload it as an attachment to the corresponding Catalog Category being bid.

#### **VIII.12 Sort Order and Clear Delineation**

Price lists must be clearly defined and sorted by Manufacturer and the Manufacturer SKU Number in ascending order. If price list is divided into standard subgroups, each subgroup must be well defined, easily identified.

#### **VIII.13 Inclusive Pricing**

All prices quoted must be FOB Destination, with freight prepaid and included in the unit price. Agency will not consider any bids with escalator clauses, unbalanced or irregular features, or other provisions not in accordance with the specifications or bid sheets. Rigging charges concerning non-standard deliveries are addressed in Section VII.11.

#### **VIII.14 Variable Discounts or Mark-ups Within a Catalog Category**

This bid allows you to define categories within a Catalog Category, which have varying degrees of discounts or mark-ups. For example, the product line XYZ, may have a 10 percent discount for computers and a 30 percent discount for printers.

Categories must be clearly defined and fit a logical range of similar products. Variable discount percents will be allowed among full sets of product lines within a catalog, among catalog product categories, and among categories within a specific product line.

#### **Note:**

Varying discounts per SKU will not be allowed, unless a single SKU represents a defined category.

When developing categories for variable discount or mark-up levels, a Bidder must make sure that he/she takes into consideration potential new products that the Bidder may want to add throughout the term of the Contract. New products must clearly fit into one of the established pricing categories at the discount or mark-up identified for that category. Except as provided for in Section VIII.15, if new products do not clearly fit into one of the established pricing categories, then the new products cannot be added without Agency approval.

If categories for variable discount or mark-up levels are submitted, the list of categories with associated bid discount or mark-up **must be listed in the lined section of the Quote Sheet tab** on the Bid Price Submission Template. If there are not enough spaces to list the different discounts or mark-ups for each product line, you must attach a separate Excel template with the Catalog Category you are bidding. The Bid Price Submission Template must be attached to the corresponding catalog category being bid.

#### **VIII.15 New Product Pricing**

New products introduced by a manufacturer and offered by the Awarded Vendor within the catalog during the term of the contract may be added to the catalog without Agency approval as long as they are priced according to the bid discount or mark-up originally submitted with the bid for that particular manufacturer's product line.

Bidders using variable discounts or mark-ups in well-defined pricing subgroups for a specific manufacturer product line within a Catalog Category should be aware that if a new product fits into one of their bid defined pricing subgroups with a same or greater discount or same or smaller mark-up, then at the Agency's sole discretion, the new product may be allowed as a bid protected product line under their Catalog Category contract.

Additional manufacturer or publisher product lines that fall within the description of the Catalog Category awarded may be added to the published PEPPM catalog WITH APPROVAL from the Agency.

If the bid discount or mark-up is the same for all manufacturers, then a bid discount must be equal to or greater than the percent of discount and a bid mark-up must be equal to or less than the percent of mark-up originally bid for the awarded category.

If Awarded Vendor chooses to bid with variable discounts or variable mark-ups across manufacturers within their awarded Catalog Category, new product lines CANNOT be added during the term of the contract unless those product lines were previously defined at the time of bid. For example, a bid with Epson discounted at 10%, Proxima at 15%, Sharp at 8%, etc. does not tell PEPPM what the discount would be for ABC Widgets if the Awarded Vendor wants to add them to their PEPPM awarded storefront at a later date.

If Awarded Vendor chooses to bid variable discounts or variable mark-up over costs according to subgroups within manufacturers, new products can be added during the term of the contract as long as the new manufacturer products fit within the well-defined subgroups submitted at the specific discount percent or higher or specific mark-up percent or lower. *e.g.* Laptops discounted at 5% , projectors at 3%, routers at 8%, desktops at 4%, servers at 7%, copiers at 12%, software at 30%, etc. defines how XYZ Watchet branded products should be discounted if the Awarded Vendor wants to add them to their PEPPM awarded storefront.

No products may be added to avoid competitive procurement procedures.

All product lines added to the catalog after the bid award must be submitted to and approved by the Agency. It is unlikely that PEPPM will approve the addition of new product lines with a zero-percent discount. The Agency may reject any additions without cause.

Pricing for new products offered at lower discounts than was originally bid will not be permitted.

#### **VIII.16 Unacceptable Pricing Method**

Use of the MARGIN pricing method IS NOT acceptable. All pricing submitted must be based either on a discount from list or a mark-up over cost basis.

#### **VIII.17 Allowances for Freight**

If bidding mark-up over cost, the allowance for freight is to be built into either the cost of the product or the mark-up percent.

If bidding discount from list, the allowance for freight is to be built into the list price of the product or the discount percent.

Freight charges should NEVER be identified separately. Bidders must reflect a shipping allowance into the cost, mark-up, list or discount as noted above. This means that in all cases the mark-up

percent times the cost should equal the mark-up amount and the discount percent times the list price should equal the discount amount. Adding the mark-up amount to cost or subtracting the discount amount from list should equal the final PEPPM price.

#### **VIII.18 Minimum Order for Free Shipping**

The minimum order qualifying for F.O.B. delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than this amount to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item. Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska or Puerto Rico may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

#### **VIII.19 Large Volume Purchase and Voluntary Price Reductions**

In lieu of a separate competitive bidding procedure such as a traditional invitation to bid or RFP, the Agency reserves the right for Eligible Entities to request Awarded Vendor voluntary price reductions from PEPPM Contract pricing. In the event the voluntary volume price reduction procedure is selected by the Eligible Entity, the Eligible Entity reserves the right to contact PEPPM Awarded Vendors to determine if a voluntary or volume price reduction would be available based upon the specific quantities and configurations required. The Eligible Entity shall obtain a written quotation from the PEPPM Awarded Vendor or Authorized Reseller indicating the volume or voluntary discount pricing and stating that it is an "As per PEPPM" bid price quote.

Agency reserves the right to research, conduct and execute electronic reverse auctions and/or requests for quotes or proposals for aggregated numbers of specific products under the Contract with interested and/or selected PEPPM Awarded Vendors in conformance with applicable laws.

In the event, one vendor is the sole Bidder on a particular Catalog Category, Agency and Eligible Entities reserve the right to seek a higher discount or lower mark-up before or after an award is made.

Bidders are urged to stipulate any additional predetermined discounts according to Bidder-designated criteria on product/price lists in such a way that Eligible Entities can easily identify any additional discounts when they are available.

#### **VIII.20 Price Adjustments**

Awarded Vendors must agree to appropriately adjust prices to correspond with manufacturer changes during the Contract period should a change from the manufacturer occur in a specific product line. Awarded Vendors must supply proof of such pass-through price changes upon request. Such price changes, along with any new product and/or promotion announcements, will be considered an ongoing part of the Contract. However, the quoted percent discount off of list or mark-up over cost must remain the same as originally quoted as part of the bid submission. Price adjustments resulting from this provision shall only apply to Purchase Orders received after the effective date of the price change.

**NOTE:**

Awarded Vendor not only must comply with the pricing method originally submitted with their bid but also must make sure that the online catalog posted PEPPM pricing is market competitive. If at any time throughout the term of the Contract the Agency determines that the online catalog posted on PEPPM provided by the Awarded Vendor is not compliant with the bid price structure or is found not competitive with general street pricing, the Contract may be terminated if not corrected within thirty (30) days of receipt of written notice from Agency.

After the award and throughout the term of the Contract, Awarded Vendor must submit to PEPPM monthly published Catalog list pricing to be used as a benchmark for Bid Price verification.

**VIII.21 PEPPM Online Storefront**

Awarded Vendor must develop and implement an online catalog “storefront” according to PEPPM specifications before the Contract becomes effective. The storefront must continue to exist and meet PEPPM’s specifications throughout the term of the Contract. If the Awarded Vendor terminates its online Catalog, or does not maintain PEPPM required specifications, its PEPPM Contract may be terminated.

**VIII.22 Most-Favored Nations Clause**

Bidder represents that it will use reasonable commercial efforts to ensure that the prices quoted or charged to any LEA under the Contract do not and will not exceed final prices offered outside the Contract to the LEA or other eligible LEAs under the Contract in each respective state in which LEAs are located for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

If upon discovery during the term of the Contract, the Agency verifies that the Awarded Vendor or its Authorized Resellers are offering PEPPM eligible LEAs or similarly situated customers lower prices outside the Contract, the Agency reserves the right to terminate the Contract or require the Awarded Vendor or its Authorized Resellers to offer, for future ordering under the Contract, the lower prices that are available outside of the Contract to LEAs or similarly situated customers. Similarly situated customers are non-residential, non-commercial customers that are located in the Awarded Vendor’s or Authorized Reseller’s geographic service area covered under this Contract.

**VIII.23 Bid Effective Period**

Agency requires that a bid response to this solicitation be valid and irrevocable for one-hundred twenty days (120) after the Bid Opening Date. Bidder warrants that the bid price structure quoted in their response will be firm for acceptance for a period of not less than one hundred twenty (120) days from the Bid Opening Date.

**IX. BID PROCEDURES AND DIRECTIONS**

**IX.1 Bidder Responsibility to Review**

Prospective Bidders are bound, not only by the general terms and conditions of this request for bids, but also the directions, specifications, references, and attachments included on the electronic bid form. It is the responsibility of all Bidders to examine the entire bid package, to seek clarification

of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.

## **IX.2 Questions and Clarifications**

Technical questions on how to fill out the electronic bid form, upload or download attachments, or maintain your eCommerce account can be directed to the eCommerce Consultant customer service line (currently Epsilon at (888) 211-7438) or can be emailed to the eCommerce Consultant's customer service email account (currently [customerservice@epsilon.com](mailto:customerservice@epsilon.com)). For help on completing the bid, follow the Bid Information link at [www.peppm.org](http://www.peppm.org).

All questions about the request for bids may be submitted in writing to PEPPM Bid Questions, CSIU, 90 Lawton Lane, Milton, PA 17847, by fax to PEPPM Bid Questions (fax number - (570) 522-0577) or by email to [bidquestions@peppm.org](mailto:bidquestions@peppm.org). All questions and responses will be available on the PEPPM website ([www.peppm.org](http://www.peppm.org)) as Frequently Asked Questions (FAQs). Questions received fewer than seven (7) days before Bid Due Date may not be answered.

It is the Bidder's responsibility to check the FAQs list on [www.peppm.org](http://www.peppm.org) before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

## **IX.3 Ability to Follow Directions**

The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any Contract between the Agency and an Awarded Vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission. Subjective judgment on the part of the Agency evaluators is implicit in this process.

## **IX.4 Receipt and Opening of Bids**

Electronically sealed proposals for the furnishing, delivering, and installing, where called for, of the services, materials, implements, and supplies, as required by the Agency for the PEPPM RFB, must be received by the Bid Due Date. Bids will be electronically unsealed at 9:00 a.m. Eastern Time on the Bid Opening Date. Opening will consist of PEPPM staff, in a public setting, clicking on the submitted bids.

## **IX.5 Bidder Withdrawal of Bid Proposal**

A bid must be complete and final before a Bidder clicking the Submit button and sending it to the Agency. In the event a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic bid, scroll to the bottom of the page and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply awarded products at the bid price and in accordance with the terms and conditions.

## **IX.6 Prudence and Forethought in Submission**

It is in the best interests of Bidders to submit their bids far enough in advance of the Bid Due Date to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such hindrances could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for hindrances out of its control and admonishes Bidders to submit early to avoid any possibility their bids may be late.

## **IX.7 Time for Receiving Bids**

Electronic bids received prior to the time of opening will be electronically sealed and securely kept unopened.

## **IX.8 Late Bids**

Late Bids for Catalog Categories where other responsive bids have been received may not be considered.

## **IX.9 Errors in Bids**

Bidders, and their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications for submitting bids. The bidding system helps ensure one last thorough examination of the bid by requiring Bidders to review their bids one final time before clicking the Submit button. Bidders are advised to print/save a copy of all bid terms and conditions as well as all bid information submitted as part of the bid.

## **IX.10 Public Record**

All bids submitted to this PEPPM invitation shall become the property of the Agency and will become a matter of public record (except for vendor financial and reference data), available for review, after the award notification. PEPPM will adhere to the requirements of law on access to records. Those wishing to view the bids may do so by making an appointment. Notwithstanding the terms of this provision, this Section does not intend to transfer any intellectual property rights.

## **IX.11 Protests**

Protests shall be filed with the Agency and shall be resolved in accordance with applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest.

A protest must include:

- 1) The name, address and telephone number of the protestor;
- 2) The original signature of the protestor or its representative;
- 3) Identification of the solicitation;

- 4) A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested.

### **IX.12 Exceptions to Terms and Conditions**

Any proposed exception from the requirements indicated in this request for bids, and the terms and conditions, must be stated, in writing, and submitted in the form of an email by the Exceptions Due Date, before the submission of any bid, to:

bidquestions@peppm.org

If accepted, the exceptions will be incorporated into a bid addendum to be published in the electronic bid documents within ten (10) days of the Exceptions Due Date and will apply to all Bidders and all bids.

Any Bidder's exception to the terms and conditions contained in this request for bids submitted with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency. Following the award of a contract to an Awarded Vendor, Agency reserves the right to amend the terms and conditions of this request for bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards.

### **IX.13 Clarity in Response**

Responses should be direct, concise, complete, and unambiguous.

### **IX.14 Payment of Bid Fees**

The Agency as the administrator of the PEPPM RFB requires a non-refundable payment of \$200 from each Bidder for each Catalog Category being bid to cover the cost of receiving and evaluating the bid. One payment of \$200 per Catalog Category covers your submission to one or more states for each Catalog Category bid.

This fee will be collected inside the eCommerce system e-bid software module. Set up a valid credit card or checking account number in the profile section of your eCommerce account.

If any credit card or checking account is declined, PEPPM reserves the right to disqualify a bid or to take such action necessary to collect all fees due as a result of the submission of the bid and any subsequent awards.

### **IX.15 Payment of Award Fees**

For every Catalog Category you or your company is awarded, a \$400 award fee is charged to do initial load, maintenance activities and administration of your contract(s). This fee may be paid by credit card or checking account. Your credit card or checking account will only be charged this particular fee if you are an Awarded Vendor and the fee will be \$400 per Catalog Category awarded. No fee will be charged if you are not an Awarded Vendor.

This fee will be collected inside the eCommerce system e-bid software module. Set up a valid credit card or checking account number in the profile section of your eCommerce account.

## **X. BID EVALUATION AND AWARD PROCESS**

### **X.1 Award or Rejection of Bids.**

PEPPM Contracts will be awarded to the lowest responsive and responsible Bidder for each Catalog Category complying with all provisions and limitations, providing the bid prices are reasonable and it is to the interest of the Agency and its eligible LEAs to accept them. The Agency reserves the right to accept or reject any or all bids. It reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time, or the bid of a Bidder where investigation shows it is not in a position to acceptably perform the Contract.

Contracts resulting from this request for bids are formed only after the Agency's Board of Directors approves and the authorized Agency representative signs the applicable Agency and Awarded Vendor Agreement.

### **X.2 Qualification for Evaluation**

In accordance with accepted standards of competitive sealed bid awards under applicable laws of the state of the Agency, competitive sealed bid awards will be made to the lowest responsive and responsible Bidders for each designated Catalog Category.

### **X.3 Initial Review**

Before the commencement of evaluation on price, bid responses will be evaluated for bid responsiveness and Bidder responsibility.

### **X.4 Bidder Responsibility**

Past Performance Information is relevant information regarding a Bidder's actions under previously awarded contracts with schools, local, state, or federal agencies. A score of zero relating to past performance will disqualify a Bidder and position the Bidder as not responsible. Factors impacting a past performance score include:

- Bidder's record of conforming to specifications and to standards of good workmanship
- Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction
- Bidder's references
- Past-due transaction fees on other PEPPM contracts
- Failure to meet minimum sales thresholds on other PEPPM contracts in the last three years
- Tardiness in submitting price list updates or ordering instructions over the past three years
- Bankruptcy
- Failure to follow through on marketing plans from a previous PEPPM contract



## **X.5 Bidder Responsiveness**

A responsive bid is a bid which reasonably and substantially conforms to the mandatory or essential terms, conditions and/or specified requirements for this solicitation. A responsive bid answers bid questions, provides needed attachments, includes a vendor partner agreement, identifies sources of supply, accepts terms and conditions, includes required bid fees, and properly offers bid discounts with examples of effective pricing.

## **X.6 Scoring Basis**

The award of all bids will be based on the lowest responsive bid from competing Bidders deemed responsible and most capable of serving the LEAs determined through review and evaluation of the submitted bid materials and research performed by Agency representatives concerning Bidder capability.

The evaluation criteria and points for this solicitation are as follows:

- 1) Acceptance of Terms and Conditions in the solicitation – 10 points
- 2) Submission of required payments, information and forms (bid completeness) – 10 points
- 3) Bidder supply source – 5 points
- 4) Bidder service capabilities and pricing – 5 points
- 5) Bidder's qualifications – 10 points
- 6) Past performance information – 10 points
- 7) Marketing plan – 5 points
- 8) Number of manufacturer product lines submitted with bid - 5 points
- 9) Bid prices – 90 points

(Total points possible – 150)

Bidders should note that price represents 60 (sixty) percent of their final score.

## **X.7 Special Provisions**

Bidders are advised that, in the event of receipt of an adequate number of responsive bids, which, in the opinion of the Agency, require no clarifications and/or discussions, such responsive bids may be evaluated without further discussion or correspondence with Bidders that submitted bids requiring clarifications and/or discussions.

Consequently, Bidders should provide complete, thorough bids with their most favorable terms. Should bids require additional clarification and/or supplementary information, Bidders should submit such additional clarifications and/or supplementary information in a timely manner.

Bids which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the requirements of this request for bids will be classified as responsive. Bids found not to be responsive will be classified as non-responsive and no further discussion concerning same will be conducted.

## **X.8 Multiple Awards**

Agency reserves the right to make multiple awards to bidders under the following circumstances:

- a) The quantity of supply from a single vendor is insufficient to meet national demand, particularly in the case of refurbished products.
- b) The product lines and related services within a Catalog Category are substantially different from one bid to another.
- c) The first, lowest-price vendor cannot serve the entire United States where agencies are buying from PEPPM contracts
- d) Bids pertain solely to non-comparable technology-related services and items

When multiple awards occur in a Catalog Category, they may or may not include some of the same product lines.

## **X.9 Timeline for Awards**

It is the intent that awards will be made in a timely fashion to become effective at the start of the Term of Awarded Contract.

# **XI. POST AWARD REQUIREMENTS**

## **XI.1 Requests for Documents; Audit Provisions**

Awarded Vendors shall cooperate with Agency's or its designated agent's reasonable requests for information and documentation relating to Purchase Orders under the Contracts.

The Awarded Vendor agrees to maintain records throughout the term of the Contract which will support the prices charged and costs incurred for the Purchase Order in accordance with the bid price structure and provide those records to Agency or its representatives upon reasonable request.

### **NOTE:**

If a Bidder utilized the "Discount from List" price method, the Bidder is responsible for maintaining records of the monthly List Price utilized in calculation of the PEPPM discounted pricing that was provided to PEPPM for posting. If a Bidder utilized the "Mark-up over Cost" price method, the Bidder is responsible for maintaining records of the monthly cost data utilized in the calculation of their PEPPM pricing that was provided to PEPPM for posting.

The Awarded Vendor shall preserve books, documents, and records that relate to price data for the Purchase Order for a period of three (3) years from date of final payment. Awarded Vendor will cooperate in good faith with reasonable requests for copies of PEPPM related Purchase Orders

and/or invoices, resulting contract documents, delivery/purchase orders, invoices or correspondence directly relating to any resulting agreement.

## **XI.2 Minimum Sales**

The Awarded Vendor agrees that its presence on PEPPM is not a guarantee of any sales to LEAs or other Eligible Entities and agrees to market its products to LEAs and other Eligible Entities to generate sales. The Awarded Vendor is expected to achieve a minimum of \$5,000 of PEPPM sales per quarter for each awarded Catalog Category. Failure to achieve that level may result in the termination of the Awarded Vendor's Contract for that Catalog Category at the end of any three-month period.

## **XI.3 Leasing Information**

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Agency's state statutes and State Department of Education policies, rules and regulations, as well as any state-specific laws and regulations applicable to Eligible Entities in other states. Bidder agrees that leases will be in compliance with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Bidder must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor makes changes to their terms and conditions during the term of the lease contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the PEPPM Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid discounted pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may utilize a state procurement agency approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

### **Financing Arrangements:**

Any financing arrangements (including lease purchasing arrangements) will be made directly between the Awarded Vendor and an Eligible Entity. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are

subject to separate negotiation with each Eligible Entity that is interested in such an arrangement. Each Eligible Entity should seek its own legal advice before entering into a financing arrangement. All financing arrangements are between the Awarded Vendor and the Eligible Entity only.

#### **XI.4 Employee Purchase Plans**

In preparing responses, Bidders should understand that after a notice of award, each Awarded Vendor will be requested to submit a file describing their employee purchase program (if any) specifying procedures to be followed and persons to contact for interested employees. Agency will post information for such programs on its website, as a convenience to the Awarded Vendor and Eligible Entity, however, Agency assumes no obligations or liability concerning such programs and such programs are outside of the Contract. (Awarded Vendor will be required to provide that information electronically in a Microsoft Word or Adobe PDF document).

#### **XI.5 Vendor Contacts and Ordering Instructions**

Bidders should understand that FOLLOWING the award of bids, all Awarded Vendors must provide accurate "Vendor Contacts and Ordering Instructions" which contain detailed information that describes the ordering procedures Eligible Entities must follow when submitting Purchase Orders. That information must contain the ordering address(es), contact person(s), phone number, fax number, email address, etc., return policy, PEPPM's fax number for receipt of Purchase Orders and the link to the eCommerce Consultant's website (currently, [www.epylon.com](http://www.epylon.com)) for eCommerce ordering. The contact information must be provided for Awarded Vendors and/or any Authorized Resellers. This information needs to be submitted in electronic format (Microsoft Word for Windows or Mac) utilizing the prescribed Vendor Contacts and Ordering Instructions Template by all Awarded Vendors for each Catalog Category awarded in each state.

In addition to your unique instructions, ordering instructions to the Eligible Entities must also contain the following language: "All purchase orders must be either faxed to (800) 636-3779, emailed to [orders@peppm.org](mailto:orders@peppm.org) or submitted through [www.epylon.com](http://www.epylon.com) to guarantee bid protection."

A template will be provided to assist Awarded Vendors in preparing the Vendor Contacts and Order Instructions document.

After an award, your Vendor Contacts and Ordering Instructions document must be provided in Microsoft Word format using the required Vendor Contacts and Ordering Instructions Template form and must be emailed to [peppmdocuments@peppm.org](mailto:peppmdocuments@peppm.org). These documents must be completed and submitted to above email address for your account to be activated and post pricing and ordering instructions to allow for the receipt of orders. This file must be clearly identified/labeled by including the title, "Vendor Contacts and Ordering Instructions," Awarded Vendor name, Catalog Category bid, and date.

#### **XI.6 Online Catalog Website - Up, Ready, and Functional**

In preparing responses, Bidders should understand that following the award of bids, all Awarded Vendors will be required to submit to PEPPM a URL link to a functioning, online Catalog to be posted on the PEPPM pages along with the Vendor Contacts and Ordering Instructions Template for publication. PEPPM will post the URL link and Ordering Instructions for LEA access via the PEPPM website and the eCommerce system.

## **XI.7 Online Catalog Updates**

Awarded Vendors must maintain current PEPPM discounted pricing for their online Catalog. Failure to maintain current information and pricing may result in the suspension of the processing of orders until conditions of the Bid are met. Continued negligence in maintaining current product information and pricing may result in termination of the Contract. Pricing can change throughout the term of the Contract so long as the prices are within the Bid structure that was originally submitted on the quote sheet.

### **NOTE:**

- Vendor Contacts and Ordering Instructions need to be submitted on the required Template in Microsoft Word format (all in one file)
- Online catalog pricing needs to be updated within the required timeline
- If using Discount from List, Vendor must provide a snapshot file of the published Catalog price list used as the basis for their Bid discount to PEPPM for Bid Price verification the first of each month
- If using Mark-up over Cost, Vendor must provide a snapshot file of the costs used as the basis for their Bid pricing to PEPPM for Bid Price verification on the first of each month during the Contract Term

## **XI.8 Specials and Promotions**

In preparing responses, Bidders should understand that Awarded Vendors may submit specials & promotions files for PEPPM online posting:

- Start and stop date of promotion must be included within the promotion itself
- Format needs to be either Microsoft Word or Adobe PDF
- Information should be submitted as one file per Catalog Category

## **XI.9 Advertising**

Pre-Award Advertising - Bidder shall not advertise or publish information concerning the Contract before the award being announced by the Agency.

Post-Award Advertising - Once the award is made, the Awarded Vendor may advertise to Eligible Entities that products/services are available under a PEPPM Contract. Awarded Vendor shall submit all ad copy to the Agency for review and approval before issuing the advertisement.

Agency requires that a marketing flier, brochure, web page or other similar marketing vehicle be developed and distributed by each Awarded Vendor promoting the available PEPPM Contract during the Contract term. This requirement should be part of the Bidder's Marketing Plan as described in Section XI.10.

Agency may assist in the development of the marketing flier and material (if requested by Awarded Vendor), but in all cases, shall have authority to review and approve any marketing materials containing references to the PEPPM program or its awarded Contracts. If a web page is used, the link to it will be made available from the PEPPM website.

## **XI.10 Marketing Plan**

Agency requires that all Awarded Vendors develop a marketing program to include printed materials, web-based information, emails, telemarketing and other methods approved by the Agency. All promotional marketing materials must have the prior approval by Agency before distribution or posting and must include the PEPPM logo and other Contract information. PEPPM staff will work with all Awarded Vendors and their representatives to jointly market the PEPPM Contracts.

A report of all marketing activity involving PEPPM detailed information shall be submitted on an annual basis. Failure to submit a report may result in suspension or termination of some or all PEPPM Contracts held by the Awarded Vendor.

Awarded Vendors may be requested to do joint presentations and/or exhibits with PEPPM staff to promote their products and services available through PEPPM Contracts. Some group presentations may be done in conjunction with other Awarded Vendors. Display exhibits at various statewide conferences are encouraged.

## **XI.11 Retriever/Punchout**

Awarded Vendors currently have the option of using a cXML punch-out solution, whereby LEAs are sent to the Awarded Vendor's own website, with Epylon's shopping cart functionality ("Retriever/Punchout").

The Awarded Vendor choosing Retriever/Punchout must be able to configure its own website to Epylon's Retriever/Punchout, according to Epylon's format and specifications, as contained in Epylon's Retriever cXML specification document. These specifications may be obtained from Epylon upon the signing of Epylon's standard Non-Disclosure Agreement.

## **XI.12 Additional Information, Audit and Inspection Rights**

Awarded Vendor shall cooperate with the Agency on requests for additional information, which will assist the Agency in serving Eligible Entities throughout the term of the Contract and any Purchase Orders. Awarded Vendor shall cooperate with Agency's reasonable requests for information and shall comply with all audit provisions contained within these PEPPM Terms and Conditions. The Agency agrees to not disclose this information to any party except to parties involved with PEPPM management and operations, or as otherwise required by law.

The Agency and its CPA firm will need access to cost/list price data to ensure bid compliance during the Contract period. The Agency reserves the right to audit the Awarded Vendor for compliance with the published/quoted bid data. Awarded Vendors will be required to routinely submit data for bid compliance upon request.

Awarded Vendor will make records pertaining to ordering, delivery, billing, or maintenance of equipment available to the Agency and/or Eligible Entity within a reasonable period of time after receipt of written request for such records.

### **XI.13 News Release by Vendors**

News releases concerning any resultant Contract from this solicitation should not be made by an Awarded Vendor without the prior approval of Agency. All proposed news releases should be routed to Agency for approval.

### **XI.14 Sales Force Training**

Awarded Vendor is responsible for the training of its sales force on the use of its PEPPM Contract(s) in making sales under PEPPM's bid protection provisions. PEPPM staff may be available depending on scheduling to assist in training regional or district managers and/or sales personnel.

## **XII. OTHER TERMS AND CONDITIONS**

### **XII.1 Bid Document Ownership Rights**

The Agency or any Eligible Entity shall have the authority to reproduce, distribute (within the Agency or Eligible Entity only), and use any submitted report, data, or material, provided that the Agency or any Eligible Entity agrees to reproduce the copyright notice and any other legend of ownership on any copies thereof. Any software or modifications and any associated documentation that is designed or developed and delivered to the Agency or Eligible Entity as part of submission of the bid or performance of the Contract is subject to any licenses which accompany such items or as agreed to by Awarded Vendor and the Agency or any Eligible Entity. This request for bids, the electronic bid form, and all attachments are copyrighted by Agency and/or eCommerce Consultant.

### **XII.2 Patent, Copyright, and Trademark Indemnity**

The Bidder warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of the items or the process provided or used in the performance of the Purchase Order which is covered by a patent, copyright, or trademark registration or b) any copyrighted matter in any report document or other material provided to the Agency or Eligible Entity under the Contract or any Purchase Order. The Awarded Vendor shall defend any suit or proceeding brought against the Agency or any Eligible Entity on account of any alleged patent, copyright or trademark infringement in the United States of the item(s) provided or used in the performance of the Contract or any Purchase Order. This is upon condition that the Agency or any Eligible Entity 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 same. As principles of governmental or public law are involved, the Agency or any Eligible Entity may, upon written notice to Awarded Vendor, participate in or choose to conduct and at its own expense, the defense of any such action. If information and assistance are furnished by the Agency or any Eligible Entity at the Awarded Vendor's written request, it shall be at the Awarded Vendor's expense, but the responsibility for such expense shall be only that within the Awarded Vendor's written authorization.

The Awarded Vendor shall pay all damages, reasonable costs and expenses, including reasonable attorney's fees that the Awarded Vendor or the Agency or any Eligible Entity may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any item(s) provided or used in the performance of the Contract or any Purchase Order that a court finally awards. If any of the item(s) provided by the Awarded Vendor are held in such suit or proceeding to constitute infringement, and the use is enjoined, the

Awarded Vendor shall, at its own expense and at its option, either procure the right to continue use of such infringement item(s), replace them with non-infringement equal performance item(s) or modify them so that they are no longer infringing. If the Awarded Vendor is unable to do any of the preceding, the Awarded Vendor agrees to remove all the equipment or software which is obtained contemporaneously with the infringing item(s), or, at the option of the Agency or Eligible Entity, only those items of equipment or software which are held to be infringing, and to pay the Agency/Eligible Entity: 1) any amounts paid by the Agency or any Eligible Entity towards the item(s) of the product, less straight line depreciation; 2) any license fee paid by the Agency or any Eligible Entity for the use of any software, less a reasonable 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 paid for. The obligations of the Awarded Vendor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Awarded Vendor without its written consent.

The Awarded Vendor's indemnity obligation shall not apply to infringement arising solely from the use or sale of equipment in combination with any device or equipment not provided by Awarded Vendor; or to infringement arising solely from modification of the equipment by Eligible Entity or its authorized agents or representatives without the Awarded Vendor's consent.

### **XII.3 Assignment of Antitrust Claims**

The Awarded Vendor and the Agency or Eligible Entity recognize that in actual economic practice, overcharges by the Awarded Vendor's suppliers under the Contract and resulting from violations of state or federal antitrust laws are in fact borne by the Agency or any Eligible Entity. As part of the consideration for the award of the Contract or any Purchase Order, and intending to be legally bound, the Awarded Vendor assigns to the Agency or any Eligible Entity all right, title and interest in and to any claims the Awarded Vendor now has, or may acquire, under state or federal antitrust laws relating to the item(s) which are the subject of the Contract or Purchase Order, to the extent the Agency or Eligible Entity was actually harmed.

### **XII.4 Indemnification**

To the fullest extent permitted by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, arising out of or resulting from the Awarded Vendor's performance of the Contract and Purchase Order, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose acts they are held to be legally liable. The indemnification obligations under the Contract and Purchase Order shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order, and shall survive the expiration or earlier termination of the Contract or Purchase Order.



## **XII.5 Governing Law**

With regard to the relationship between Agency and Awarded Vendor and any claims, disputes or other matters arising out of said relationship, the Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions). The Awarded Vendor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal court therein, waiving any claim or defense that such forum is not convenient or proper. The Awarded Vendor agrees that any such court shall have jurisdiction over it, and consents to service of process in any manner authorized by the respective state's law.

With regard to the relationship between an Eligible Entity and the Awarded Vendor and any claims, disputes or other matters arising out of said relationship, all Eligible Entity Purchase Orders shall be governed by and interpreted and enforced in accordance with the laws of the respective state (without regard to any conflict of law provisions) of the Eligible Entity. The Awarded Vendor consents to the jurisdiction of any court of the respective state and any federal courts in those states, waiving any claim or defense that such forum is not convenient or proper. The Awarded Vendor agrees that any such court shall have jurisdiction over it, and consents to service of process in any manner authorized by the respective state's law.

## **XII.6 Amendments; Entire Agreement**

A bid may be amended by the Bidder up to the Bid Due Date and time.

Agency reserves the right to change, modify, add to or remove portions of the request for bids and its terms and conditions at any time before five (5) days before the Bid Due Date and time. Such changes will be announced specifically to all potential Bidders having accessed the bid documents through the electronic bidding system and generally to all vendors entered in the PEPPM Vendor Database and the eCommerce Consultant's Registered Vendor List. Such changes will also be posted on the PEPPM website, [www.peppm.org](http://www.peppm.org). Bidders are responsible for checking the PEPPM website on a regular basis before the Bid Due Date and Time to see if any changes have been announced.

The Contract will represent the complete agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant, if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

## **XII.7 Severability**

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

## **XII.8 Limits of Awarded Vendor Liability**

The Awarded Vendor's liability to Agency under the Contract or to any Eligible Entity under a Purchase Order shall be limited to the greater of three million dollars (\$3,000,000) or three times (3x) the total price for the products, software and/or services as shown on the Purchase Order. This limitation will apply, except as otherwise stated in this clause, regardless of the form of action, whether in contract or in tort including negligence. This limitation does not, however, apply to damages for bodily injury or damage to real property or tangible personal property for which the Awarded Vendor is legally liable, nor will the limitation apply to the Awarded Vendor's indemnity of the Agency or any Eligible Entity for patent, copyright or trademark infringement; subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth below in this Section XII.8. Except as otherwise expressly set forth in the Contract or Purchase Order, in no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, whether based on breach of contract, tort (including negligence), product liability or otherwise.

## **XII.9 Provisions Required by Law**

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

## **XII.10 Rights of Eligible Entities**

In preparing responses, Bidders should understand that the rights and remedies of the Eligible Entities provided above shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

## **XII.11 Christian Doctrine**

Any clause required by rule or regulation not included in this request for bids, the Contract or Purchase Order will be read as if in this request for bids, the Contract or Purchase Order, whether or not physically included.

## **XII.12 Nonexclusive Contract**

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain like goods and services from another source.

## **XII.13 Novation**

If the Awarded Vendor assigns, sells or transfers substantially all assets or the entire portion of the assets used to perform the Contract, a successor in interest must guarantee to perform all obligations under the Contract and offer awarded products at the same or better pricing determined by the bid discount or mark-up percent. Agency reserves the right to recommend acceptance or rejection of the new party. Confirmation of the acquiring vendor's intent and ability to honor all the obligations under the Contract and to offer awarded products at the same or better pricing determined by the bid discount or mark-up percent will be documented by signing and submitting a PEPPM Contract

Assignment Form. A simple change of the Awarded Vendor's name will not change the contractual obligations of the Awarded Vendor.

#### **XII.14 Insurance**

The Awarded Vendor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees, agents, servants or of any personnel so insurable, for claims of damages due to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity a minimum of \$1,000,000.00 of occurrence comprehensive general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor is required to purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.

As requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to the Agency and the Eligible Entity before any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum rating of Best A. The Agency and Eligible Entity shall be named as additional insureds on all policies of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workmen's Compensation Act of 1951, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

#### **XII.15 Copyright**

This request for bids and its terms and conditions, the electronic bid template and all attachments are copyrighted by AGENCY and the Epylon Corporation, 2017 (© 2017, CSIU & Epylon).

#### **XII.16 Export Restrictions/Statement of Assurance**

PEPPM Contracts may involve products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations ("EAR") and all other applicable U.S. export control laws and regulations. Awarded Vendor shall notify Agency and Eligible Entity, in writing, if the Awarded Vendor's products being sold under a PEPPM Contract are subject to EAR or other applicable U.S. export control laws and regulations. Eligible Entity shall endeavor to comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, §736 (General Prohibitions), §742 (Control Policy), §744 (End-user and End-use Based), §746 (Embargoes and Other Special Controls), and §774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not knowingly export or re-

export any of the products, software, technical data purchased under a PEPPM Contract from the Awarded Vendor, or the direct product thereof in violation of applicable U.S. export control laws and regulations.

To the extent that the Awarded Vendor has provided written notice to Eligible Entity that the Awarded Vendor's products are subject to the EAR and other applicable U.S. export control laws and regulations, Eligible Entity acknowledges: (1) that it is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's products, technology or software if they know that they: (a) will be used in the design, development, production, or use of missiles in or by a country listed in Country Group D:4; (b) will be used in the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3; or (c) will be used in the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR §740); and (2) that export or re-export of Awarded Vendor's technology, software, source codes, or direct products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§740 of the EAR) or written authorization from the U.S. Government.

Eligible Entity understands that certain countries other than the U.S. may restrict exports and may also restrict the import or use of these products, and agrees that they shall be solely responsible for compliance with any such export, import, or use restrictions to which Awarded Vendor has advised Eligible Entity that the products are subject to pursuant to the aforementioned written notice.

The provisions of this section shall survive the term and termination of the Contract and Purchase Order.

#### **XII.17 Critical Use; Disclaimer of Liability.**

The products sold under PEPPM Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. Accordingly, Awarded Vendor disclaims any and all liability arising out of the use of the products in any Critical Applications. If Eligible Entity uses the products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

#### **XII.18 Interpretation**

For the purpose of the Contracts and Purchase Orders, one gender shall include any other gender and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

#### **XII.19 Notices**

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be deemed received no more than two business days after its postmark by the postal service.

## **XII.20 Captions**

The captions appearing at the beginning of each section or subsection of the Contract Documents are for reference and convenience only and shall be totally disregarded whenever an interpretation of the Contract Documents is required.

## **XII.21 Capitalized Terms**

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in the PEPPM Terms and Conditions.

## **XII.22 Binding Nature; Survival**

The Contract and each Purchase Order shall be binding on and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed that whether or not it is specifically so provided herein, any provision of the Contract or Purchase Order, which, by its nature and effect, is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.