



Central Susquehanna Intermediate Unit



**PEPPM 2019
Apple Bid**

Pennsylvania Contract Documentation

Bid # 528991

Contract Start Date: January 1, 2019

PEPPM 2019 Apple Bid Award List for Pennsylvania

Awarded November 14, 2018

Product Line	Product Line Description	Awarded Vendor	Contract Number
Apple Inc.	Hardware, software, related services and other branded products	Apple Inc.	528991-001

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 2019 Apple Bid:
 1. PA - Aug. 6, 2018; Aug. 7, 2018; Aug. 13, 2018; Aug. 14, 2018; Aug. 20, 2018; Aug. 21, 2018
 2. Other - Aug. 6, 2018; Aug. 13, 2018; Aug. 20, 2018

Newspaper of publication:

1. PEPPM 2019 Apple Bid:
 1. The Daily Item, Sunbury, PA; The Patriot-News, Harrisburg, PA; Standard Journal, Milton, PA; The Baltimore Sun, Baltimore, MD; The Times of Trenton, Trenton, NJ; The Times-Union, Albany, NY; USA Today

Date of award:

1. PEPPM 2019 Apple Bid: November 14, 2018

Term of Contract:

1. PEPPM 2019 Apple Bid: January 1, 2019 - December 31, 2021

REQUEST FOR BIDS

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For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 570-246-5963.

Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.

No bidder may withdraw its bid for 120 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

DI: August 6/13/& 20/2018

Personally appeared before me, the subscriber,
L.F. Machesic, Controller

of the DAILY ITEM PUBLISHING CO., publishers of THE DAILY ITEM, a newspaper of general circulation in Union, Northumberland, Snyder and Montour Counties, the paper in which publication has been directed, who being duly sworn according to law, doth depose and say that said newspaper was established April 15, 1970, and has its place of business at Second & Market Sts., in the city of Sunbury, County of Northumberland, and Commonwealth of Pennsylvania, and that, the Notice, of which the attached is a copy was published in THE DAILY ITEM in the City of Sunbury, County of Northumberland and State of Pennsylvania on the

6th, 13th, and 20th days of August 2018

that affiant is not interested in the subject matter of the foregoing 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.

L.F. Machesic

me
018

D. M. Woir

NOTARIAL SEAL
Diane M. Woir
Sunbury, Northumberland County, PA
My Commission Expires May 5, 2019

RECEIVED

AUG 21 2018

CSIU
BUSINESS OFFICE



The Patriot News
LEGAL AFFIDAVIT

AD#: 0008713715

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Donna Maldonado 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 08/07, 08/14, 08/21/2018

Donna Maldonado
Principal Clerk of the Publisher

Sworn to and subscribed before me this 22th day of August 2018

Crystal B. Rosensteel
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

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The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

Support Your Local Businesses



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Today's Featured Ad

Help Wanted
 Delivery Routes available in Union County. Call 570-742-9671 for more information!

Legal Notices	Legal Notices	Articles For Sale	Help Wanted	Help Wanted	Help Wanted	Help Wanted
<p>NOTICE</p> <p>The Warrior Run School District is accepting sealed bids for the following:</p> <p>7 Passenger Mini-Van</p> <p>Bid specifications can be obtained online at www.wrsd.org. All bid envelopes must be clearly marked BID. The Warrior Run School District reserves the right to accept or reject any or all bids.</p>	<p>register.</p> <p>An optional pre-bid meeting will be held on Thursday, Aug. 9, 2018. Interested bidders must register and select a time at www.peppm.org/bids.</p> <p>Bids will be received under the following separate request for bids:</p> <ul style="list-style-type: none"> PEPPM 2019 Apple Bid, and PEPPM 2019 Product Line Bid. <p>For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 570-246-5963.</p> <p>Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.</p> <p>No bidder may withdraw its bid for 120 days after the bid opening date.</p> <p>The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.</p>	<p>PFaltzgraf dishes, Remembrance pattern (like New) place setting for 12 & several accessory pieces. \$75.00 Please call (570)768-0665 before 2pm or leave message after 2pm.</p> <p>Pets</p> <p>Registered Black Lab puppies, \$500.00 each (570) 547-8343</p> <p>Help Wanted</p> <p>Church Secretary</p> <p>Christ's Evangelical Lutheran Church of Lewisburg is seeking an Office Secretary. This up to 36 hour per week position includes the following duties:</p> <p>Receptionist, use of Microsoft Word to design/print bulletins and newsletters, maintaining the calendar/website, scheduling assistants, bulk mailings, ordering and clerking such as keeping records, etc.</p> <p>If interested, please send a letter of interest with resume to:</p> <p>Council President Wayne Hook Christ's Evangelical Lutheran Church 100 South Third Street Lewisburg, Pa. 17837</p>	<p>DENTAL HYGIENIST</p> <p>Part-time, immediate opening at general practice. Email resume to: dental_hygienist@windstream.net</p> <p>Family Care Home Health</p> <p>Now hiring care givers. Apply on line at fchaonline.com/apply</p> <p>The Mifflinburg Area School District will accept applications for the following positions:</p> <p>Food Service Employees</p> <p>Interested candidates may obtain applications in the front lobby of the Mifflinburg Area School District Administrative Office, 178 Maple Street, Mifflinburg, PA 17844 or online at www.mifflinburg.org</p> <p>Human Resources Manager needed for personal care agency.</p> <p>Duties include recruitment, staff hiring and orientation, office administration, unemployment and workers' compensation. 2 yrs experience and/or BA Degree required. Competitive pay and vacation. Please send all resumes to manager@mhc.care. EOE</p> <p>The Mifflinburg Area School District will accept applications for the following position:</p> <p>Middle School Office Aide</p> <p>This is a 7 hour per day, nine-month position with benefits. Candidates should have experience with MS Office applications, including Excel. Interested candidates should submit a letter of interest and Mifflinburg Area School District application to Mr. Daryl Hunsberger, Middle School Principal, Mifflinburg Middle School, 100 Mable Street, Mifflinburg, Pennsylvania, 17844. Applications are available at the district office or the district web site www.mifflinburg.org. Deadline for accepting applications is Friday, August 10, 2018.</p>	<p>burg Middle School, 100 Mable Street, Mifflinburg, Pennsylvania, 17844. Applications are available at the district office or the district web site www.mifflinburg.org. Deadline for accepting applications is Wednesday, August 8, 2018.</p> <p>The Mifflinburg Area School District will accept applications for the following position:</p> <p>Part-Time Special Education Office Aide</p> <p>This is a 5.5 hour per day position in the Special Education Office located at the Mifflinburg Intermediate School. Interested candidates should submit a letter of interest and Mifflinburg Area School District application to Mrs. Tammy Boop, Board Secretary, Mifflinburg Area School District, 178 Maple Street, Mifflinburg, Pennsylvania, 17844. Applications are available at the district office or the district web site www.mifflinburg.org. Deadline for accepting applications is Friday, August 10, 2018.</p>	<p>St. Andrews Episcopal Church in Lewisburg is currently taking applications for the following positions:</p> <p>Part-Time Music Director to coordinate weekly music and to develop creative music programs. Working with the Rector and Organist, will select hymns and anthem pieces, and direct choir. Must be proficient at playing piano (ability to play organ a plus). Must be available Wednesday evenings and Sunday mornings before 10:00 a.m. service for choir rehearsal, at 10:00 a.m. service to direct choir, and for other Church events as needed.</p> <p>Part-Time Youth Minister to develop and lead Youth Group Program (ages 12-17), meeting with Youth, or engaging in planned activity, at least once a month. Ability to develop creative programs involving music, worship participation, Bible study, local mission projects, and other activities. Must have a basic understanding of liturgical denominations, and attend Sunday morning 10:00 am service at least twice a month. Must take and pass on-line "Safeguarding God's Children" course and pass required background checks.</p>	<p>To apply, contact the Church office at 570-524-2061. St. Andrew's Episcopal Church 255 S. Derr Drive Lewisburg, PA 17837 standrewslbg@gmail.com standrewslbg.com</p>
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Real Estate Review

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- 4) Model # 402 Augusta \$24,000 BALANCE OWED \$16,000

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Legal Notices

PUBLIC NOTICE OF INTENT TO ADOPT ORDINANCE

Please take notice that the Supervisors of Delaware Township, Northumberland County, Pennsylvania will conduct a public hearing at 4:30 p.m., Tuesday, September 5, 2018, in the course of their regularly scheduled meeting, to consider the adoption of the Property Maintenance Code of Delaware Township. The following is a summary of the provisions of that Code.

Section 101 sets forth the general terms. The Code shall apply to residential and non-residential structures and constitute minimum requirements for sanitation, protection from hazards, safety and the responsibility for authorized persons to maintain the same. Section 102 pertains to applicability. Section 103 provides for maintenance inspections and fines for non-compliance. Section 104 provides for a Code Official, their duties and powers. Section 105 provides for approval of applications by the Code Official. Section 106 sets forth the violation procedures. Section 107 provides for notices of violations and corrective orders. Section 109 provides for emergency measures. Section 110 provides for demolition of structures. Section 111 sets forth the appeals process. Section 112 provides for a stop work order. Section 201 sets forth definitions of terms. Section 301 sets forth the general requirements, in particular pertaining to exterior property areas. Section 401 sets forth the requirements for storm drainage.

A full and complete copy of the Ordinance is available at the Township Building on Eighth Street Drive during normal business hours.

At the conclusion of the hearing and during the continuation of the public meeting, action may be taken to adopt the Ordinance.

All persons are welcome to appear at the public hearing and express their views.

Preston L. Davis, Solicitor
Davis, Davis & Kaar
P.O. Box 319
Milton, PA 17847

To report underage drinking call:
1-888-UNDER-21
Pennsylvanians Against Underage Drinking

Legal Notices

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NOTICE

Sealed proposals will be received by: Turbot Township of Northumberland County, PA, at 1190 Broadway Road, Milton, PA 17847 until 1:00 P.M. on September 11, 2018, to be opened on September 11, 2018, at 8:00 P.M. at the Turbot Township Municipal Building for the following:

Approximately 200 Ton AASHTO # 1

Legal Notices

Approximately 200 Ton 2 RC

Approximately 300 Ton PA-2A Sub base

Approximately 100 Ton Anti-skid

Bid Bond in the amount of 10% of the bid. Performance bond in the amount of 10% of the Material contract is required.

All materials must meet current PA Dept. of Transportation Specifications Form 408 and its Supplements. Proposals must be upon the forms furnished by the Municipality. The Municipality reserves the right to reject any or all proposals.

Turbot Township Kathleen Bailor Sec/Treas 570-742-3832 Tuesday & Thursday (9am-1pm)

THE FOLLOWING ACCOUNTS AND/OR STATEMENT OF PROPOSED DISTRIBUTION HAVE BEEN FILED IN THE OFFICE OF THE COURT OF COMMON PLEAS, ORPHANS COURT DIVISION AND WILL BE PRESENTED TO THE ORPHANS COURT AT 10:00 AM ON MONDAY, AUGUST 27, 2018 FOR CONFIRMATION AND/OR APPROVAL UNLESS EXCEPTIONS ARE FILED BEFORE FRIDAY, AUGUST 24, 2018.

1 First and Final Account and Statement of Proposed Distribution, of John A. Mihalik, Executor for the Estate of Eleanor Perschke, late of Township of Coal, deceased. Filed: June 19, 2018

Christina A. Mertz Clerk of the Court of Common Pleas Orphans' Court Division Sunbury, PA 17801 July 12, 2018

Articles For Sale

SCA Wolff System Suntan booth Must Sell Make Offer 570-742-8734 570-713-4268

Lawn & Garden

For Sale small perennial plants and bushes. Low prices. 20 Verie lane, Milton

For Home Delivery Call
570-742-9671

Help Wanted

The Millfburg Area School District will accept applications for the following vacancy.

Middle School Math/Science Teacher (grades 6 & 8) Position will begin with the 2018-2019 school year. Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, proper certifications, complete transcripts, Praxis Scores, 3 letters of reference, current background clearance, current child abuse clearance, and current FBI Clearance, to Mrs. Tammy L. Boop, Board Secretary, Millfburg Area School District, 178 Maple Street, Millfburg, PA 17844. Applications will be accepted through Wednesday, August 22, 2018.

PT Executive Director Must have knowledge of small business, event management, nonprofit organizations, historic preservation, marketing promotion. Submit cover letter, resume and references to: MHRA, 300 Chestnut St., Millfburg PA 17844 by 8/24.

Autos For Sale

2009 GMC Savanna 3500 cargo van. 224,000 miles. 6.0 liter V8. Runs good. \$2,200.00 (570) 428-4899 before 6pm



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Standard Journal

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Standard Journal has routes available in Watsonstown & Milton.

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These routes would be excellent for students or someone looking to supplement their income.

If this is something you are interested in stop by our office at **Standard Journal • 21 N. Arch Street in Milton, Monday-Friday 8am-4:30pm,** or call our circulation department at 570-742-9671.

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CSIU BOARD COMMITTEE MEETING NOTICE

The Technology/Marketplace Committee of the Central Susquehanna Intermediate Unit (CSIU) Board of Directors will meet Wednesday, August 15, 2018 at 5:30 p.m., at the CSIU central office, 90 Lawton Lane, Milton.

To get results, place a classified ad. Call 570-742-9077

Legal Notices

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Christina A Mertz Clerk of the Court of Common Pleas Orphans' Court Division Sunbury, PA 17801 July 12, 2018

Articles For Sale

P3 Cruiser, 3 wheel motorized scooter. \$450.00 mildly used in good condition, two new batteries. 731)616-1290

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Registered Black Lab puppies, \$500.00 each (570) 547-6343

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Human Resources Manager needed for personal care agency.
Duties include recruitment, staff hiring and orientation, office administration, unemployment and workers' compensation.

2 yrs experience and/or BA Degree required. Competitive pay and vacation. Please send all resumes to manager@mhc.care. EOE

PT Executive Director
Must have knowledge of small business, event management, nonprofit organizations, historic preservation, marketing promotion. Submit cover letter, resume and references to MHRA, 300 Chestnut St., Mifflinburg PA 17844 by 8/24.

Autos For Sale

2009 GMC Savanna 3500 cargo van. 224,000 miles. 6.0 liter V8. Runs good. \$2,200.00 (570) 428-4899 before 9pm

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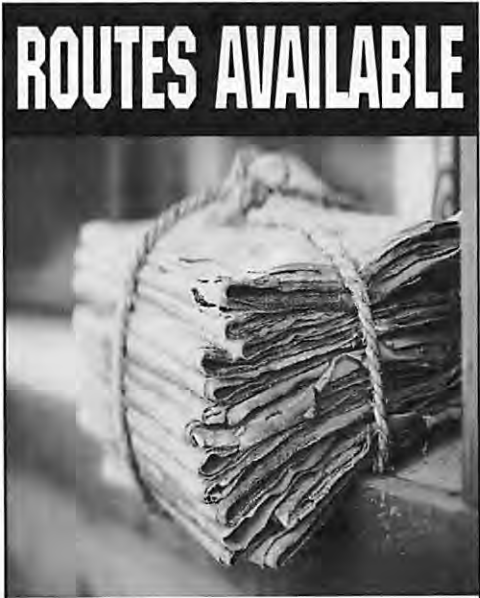
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Public Notice

At the regular meeting of the Milton Borough Council on Wednesday, August 22, 2018, the following amendment will be considered for adoption regarding the Borough of Milton Pension Plans.

BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Milton and it is hereby Ordained and Enacted by and with the authority thereof that the Borough of Milton Non-Uniformed Employees Bargaining Unit Retirement Plan (Plan) is amended as follows:

Section 1. Section 2.02(d) is amended as follows:
The annual Employer Contribution is increased to \$3,800 beginning for Anniversary Dates on or after January 1, 2019. As a result, the first \$3,800 Employer contribution will be made during the calendar year 2019.

Section 2. Section 7.15 is added as follows:
Section 7.15 Windsor Case: Effective June 23, 2013, the terms spouse, husband, wife and widower shall include individuals married to persons of the same sex if the individuals are legally married under state law. Also, where the term widow appears, it shall be read to include widower.

Shelly Sandstrom
Secretary/Treasurer
Borough of Milton
(570) 742-8759



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WE HEREBY CERTIFY, that the annexed advertisement of Order No 5717250

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C S I U - CU00171526
90 Lawton Ln
Milton, PA 17847-9702

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Aug 06, 2018; Aug 13, 2018; Aug 20, 2018

The Baltimore Sun Media Group

By S. Wilkinson

Subscribed and sworn to before me this 20 day of Aug, 2018,
Legal Advertising

By _____

Michele Elaine

Notary Public

My commission expires 10/5/19



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LEGAL NOTICES

Baltimore City
Angela Carter Wise, Proper Person
707 York Road, Apt# 7335
Towson, MD 21204
Small Estate Notice of Appointment Notice to Creditors
Notice to Unknown Heirs to all Persons Interested in the
Estate of (189291) **NEWMAN N. CARTER AKA NEWMAN
NATHANIEL CARTER**
Notice is given that ANGELA CARTER WISE, 707 York Road,
Apt# 7335, Towson, MD 21204 was on August 2, 2018 appointed
personal representative(s) of the small estate of NEWMAN N.
CARTER AKA NEWMAN NATHANIEL CARTER who died on June 14,
2018 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.
ANGELA CARTER WISE, Personal Representative,
True Test—Copy: **BELINDA K. CONAWAY**,
Register of Wills for Baltimore City,
111 N. Calvert Street, Baltimore, Maryland 21202
August 6, 2018

Baltimore City
Vernon Floyd, Proper Person
5 Dutrow Ct Apt 2B
Baltimore, MD 21237
Notice of Appointment Notice to Creditors
Notice to Unknown Heirs to all Persons Interested in the
Estate of (189437) **Cornelia M Smith**
Notice is given that VERNON FLOYD, 5 Dutrow Ct Apt 2B,
Baltimore, MD 21237 was on July 19, 2018 appointed personal
representative(s) of the estate of Cornelia M Smith who died on
September 18, 2014 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 19th day of January, 2019.
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

REQUEST FOR BIDS
Sealed bids for technology
equipment, software, services,
supplies, and furniture sales to
local educational agencies and
other eligible organizations in
Pennsylvania and optionally
other states including Maryland
for the PEPPM 2019 Technology
Cooperative Purchasing
Program shall be received by
the Central Susquehanna Inter-
mediate Unit #16 ("CSIU") until
3 p.m., Eastern Time, Tuesday,
Sept. 18, 2018. Bids shall be
received electronically at www.epylon.com. Bids will be pub-
licly opened and read aloud at 9
a.m., Eastern Time, Wednesday,
Sept. 19, 2018, at the CSIU, 90
Lawton Lane, Millton, PA 17847.

Interested bidders must reg-
ister to access and secure the
bid documents online at www.epylon.com. There is no charge
to register.
An optional pre-bid meeting
will be held on Thursday, Aug. 9,
2018. Interested bidders must
register and select a time at
www.peppm.org/bids.

Bids will be received under the
following separate request for
bids:

- PEPPM 2019 Apple Bid, and
- PEPPM 2019 Product Line Bid.

All Maryland public and non-
public schools and other eligi-
ble organizations may purchase
from these awarded contracts.

For more information about
the bids, and a complete list
of product lines for which bids
are being requested, visit www.peppm.org or contact Jared
Lehman at 570-246-5963.

Installation of certain products
purchased under the contracts
may be subject to applicable
prevailing wage laws and rates.
Reference is made to the pre-
valailing minimum wage rates
applicable to such installation.

No bidder may withdraw its bid
for 120 days after the bid open-
ing date.

The CSIU reserves the right to
reject all bids, and/or to waive
any informality or irregularity
in a bid.

**NOTICE OF PUBLIC SALE OF
PERSONAL PROPERTY**
Notice is hereby given that Ex-
tra Space Storage will sell at
public auction at the storage
facility listed below, to satisfy
the lien of the owner, personal
property described below being
listed to those individuals
listed below at location indicat-
ed: 8000 Telegraph Rd Severn,
MD 21144 240-565-1626. Auction
date August 15, 2018 at
9:45am. Unit X1786 Regnard
Elliott, household goods. Pur-
chases must be made with
cash only and paid at the above
referenced facility in order to
complete the transaction. Ex-
tra Space Storage may refuse
any bid and may rescind any
purchase up until the winning
bidder takes possession of the
personal property.

AUCTIONS
REAL ESTATE AUCTION
\$150,000 Suggested
Opening Bid
WHITE MARSH

**VICTORIAN HOME &
2-STORY GARAGE BUILDING**
Zoned BL -
Business Local
10+ Car
On-Site Parking

**CURRENTLY AN
ANTIQUES STORE**
Suitable for Single or
Multi-Tenant Use
Sale On Premises
**10807
RAILROAD AVE.**

1 block off Ebenezer Rd., Near
Pulaski Hwy., White Marsh
Baltimore County, MD 21162
**THURS., AUG. 9
AT 11:00 A.M.**

A \$15,000 cashier's check de-
posit is required to bid. Please
see our web site or call for com-
plete details, photos & terms.
A. J. BILLIG & CO.
AUCTIONEERS
Real Estate Specialists
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AUCTIONS

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
**45 - BALTIMORE CITY
VACANT PROPERTIES**
- Neighborhoods Include -
• Barclay • Better Waverly • Cherry Hill • Hollins Market •
• Greenspring • Belair-Edison • Franklin Square •
• Pigtown • Reservoir Hill • And More •
Sale to Be Held
RADISSON HOTEL AT CROSS KEYS
5100 Falls Road, Baltimore, MD 21210
TUESDAY, AUGUST 21 - 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. 14 - NO EXCEP-
TIONS. Previously qualified buyers must also verify their status. Please
see our web site for registration form, complete details, photos & terms.
No Buyer's Premium
A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS www.ajbillig.com
Real Estate Specialists

REAL ESTATE AUCTIONS
**2 BALTIMORE CITY
PROPERTIES**
Sales On Respective Premises
TUESDAY, AUGUST 14, 2018
At The Following Times
AT 10:30 A.M.
3728 EDMONDSON AVENUE
"Edgewood"
Near Mt. Holly Street, Baltimore City, MD 21229
\$25,000 Suggested Starting Bid - Updated two story town-
home with 4 bedrooms and 1.5 baths. Deposit: \$2,500.
AT 12:00 P.M.
2320 W. PATAPSCO AVENUE
"Lakeland"
Corner Savoy Street, Baltimore City, MD 21230
\$20,000 Suggested Opening Bid - One & one-half story bunga-
low on 0.21± acre, with 2 bedrooms, and 2 baths. 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 and terms.
A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS www.ajbillig.com
Real Estate Specialists

LENDER ORDERED AUCTIONS
2 Residential Properties
in Baltimore City
Auction to be held on the premises
Friday, August 17th
10:30 AM - OPENING BID \$35,000
3005 Rosalie Ave. • Baltimore, MD 21234
Improved by a 3 bedroom, 1 bath semi-detached
porch front home. Deposit \$4,000.
11:30 AM - OPENING BID \$20,000
719 Argonne Dr. • Baltimore, MD 21218
Improved by a 3 bedroom, 2 full bath
single family porch front townhome. Deposit \$2,500.
Call Larry E Cooper at 410-977-4708.
Full terms & conditions available on our website.
 **ALEX COOPER**
410-828-4838 • WWW.ALEXCOOPER.COM

 **THE AUCTION
COMPANIES**
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ALL UPCOMING FORECLOSURE**
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www.Mid-AtlanticAuctioneers.com
www.MDCAuctioneers.com
410-825-2900
★ ★ ★ AUTO AUCTION ★ ★ ★

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPPM 2019 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 18, 2018. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Sept. 19, 2018, at the CSIU, 90 Lawton Lane, Milton, PA 17847.

Interested bidders must register to access and secure the bid documents online at www.epylon.com. There is no charge to register.

An optional pre-bid meeting will be held on Thursday, Aug. 9, 2018. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following separate request for bids:

- PEPPM 2019 Apple Bid, and
- PEPPM 2019 Product Line Bid.

All Maryland public and non-public schools and other eligible organizations may purchase from these awarded contracts.

For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 570-246-5963.

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation.

No bidder may withdraw its bid for 120 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

Lung Cancer? And Age 60+? You And Your Family May Be Entitled To Significant Cash Award. Call 844-591-5210 for information. No Risk. No Money Out of

8/13/18

BALTIMORE CITY COUNCIL PUBLIC HEARING ON BILL NO. 18-0255

The Land Use and Transportation Committee of the Baltimore City Council will meet on Wednesday, September 12, 2018 at 1:00 p.m. in the City Council Chambers, 4th floor, City Hall, 100 N. Holliday Street to conduct a public hearing on City Council Bill No. 18-0255.

CC 18-0255 ORDINANCE - Rezoning - Certain Properties in the Old Goucher Community FOR the purpose of changing the zoning for certain properties in the Old Goucher community, as outlined in red on the accompanying plat, from the OR-1 Zoning District to the C-1 Zoning District.

BY amending Article 32 - Zoning Zoning District Map Sheet 35 Baltimore City Revised Code (Edition 2000)

NOTE: This bill is subject to amendment by the Baltimore City Council.

Applicant: AB Associates For more information contact Jennifer Coates, Committee Staff at (410) 396-1260.

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TBS 08/13/2018 5751267

Selling your merchandise and pets has never been easier.

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AUCTIONS

Holloway & Sullivan, LLC
Baltimore, MD 21201
GUARDIAN'S AUCTION
- \$75,000 Suggested Opening Bid -

PARKVILLE "Joppa Springs" TWO STORY HOME
4 Bedrooms • 2 Baths
- Renovation Needed -
Sale On Premises
2501 E. JOPPA RD.
Corner Lakewood Rd.
Baltimore County, MD 21234
WED., AUG. 22 AT 11:00 A.M.
Aluminum sided home contains a living room, dining room, kitchen, first floor bedroom and bath, 3 bedrooms and bath, on the second floor, attic, basement, enclosed porch, wood floors. Lot size 68' x 103' m/l. In fee simple. Please see our website for complete details, photos and terms. Terry K. Sullivan Guardian of the Property of Ruth Lankford
No Buyer's Premium
A. J. BILLIG & CO. AUCTIONEERS
Real Estate Specialists
410-296-8440
www.ajbillig.com

Raymond F. Altman, Solicitor
Owings Mills, MD 21117
SUBSTITUTE TRUSTEES' AUCTION

WASHINGTON HILL
Baltimore City, MD 21231
Corner Commercial Building
1654 E. PRATT ST. CORNER BROADWAY
Former Bar "Rumba"
4,328± Sq. Ft.
Zoned C-1, Commercial
Three Story Townhome
1644 E. PRATT ST.
1,704± Sq. Ft. • Zoned R-8
Homeowner's Sale

With Inground Swimming Pool - Needs Updating - And Remaining **HOUSEHOLD FURNISHINGS**
Sold After Real Estate Sale On Premises
4024 JACINTH WAY
Nottingham,
Baltimore County, MD 21236
THURS., AUGUST 23 AT 3:00 P.M.
Home contains a foyer, living room, dining room, eat-in kitchen, master bedroom with en-suite bath, two additional bedrooms, hall bath, lower level family room with fireplace, half-bath and laundry, heat pump and central air. lot 56' x 100' m/l; in fee simple. A \$15,000 deposit by cashier's check is required of the buyer at time of sale. Please see our website for complete details, photos & terms.
No Buyer's Premium
Estate of Veronica Livengood
A. J. BILLIG & CO. AUCTIONEERS
Real Estate Specialists
410-296-8440
www.ajbillig.com

PATIO FURNITURE-NEW! -WAREHOUSE AUCTION-
11204 McCormick Road
Hunt Valley, MD 21030
WED., Aug. 22nd, 2018
@ 10 AM
Preview @ 9

STATE BANK AUCTIONS
400 Allegheny Avenue • Towson, MD 21204
410-823-3993 • www.stebank.com

LENDER ORDERS IMMEDIATE SALE OPENING BID \$50,000
SEMI-DETACHED HOME IN "JOPPA"
Auction to be held on the premises
408 Ripplewood Rd.
Joppa, MD 21085
AUG 22 @ 11 AM

Pursuant to the Order of the United States District Court for the Southern District of New York, Dunbar Armored, Inc. shall conduct a public sale and auction of certain loose and rough diamonds on August 23, 2018 at 12:00 p.m.; at Alex Cooper Auctioneers Inc., 908 York Road, Towson, MD 21204. The auction will be conducted live on the premises and online with a simultaneous broadcast that allows interactive live/absentee bidding.

ALEX COOPER
<http://antiques.alexcooper.com> • MD DLLR #2503
410-828-4838 • Email: antiques@alexcooper.com

LEGAL NOTICES

Baltimore City
Celest Delvera Swann, Proper Person
7920 Saint Monica Drive
Baltimore, MD 21222
Notice of Appointment Notice to Creditors
Notice to Unknown Heirs to all Persons Interested in the Estate of (189638) William Randolph Lawson Jr
Notice is given that CELEST DELVERA SWANN, 7920 Saint Monica Drive, Baltimore, MD 21222 was on August 9, 2018 appointed personal representative(s) of the estate of William Randolph Lawson Jr who died on May 21, 2018 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 9th day of February, 2019.
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.

CELEST DELVERA SWANN, Personal, True Test-Copy BELINDA K. CONAWAY, Register of Wills for Baltimore City, 111 N. Calvert Street, Baltimore, Maryland 21202
8/13, 8/20, 8/27/18

AUCTIONS

***** AUTO AUCTION *****
SALES EVERY THURSDAY • Next Sale: Thursday, August 16 • 9:00 am
Featuring repossessed assets from area Credit Unions, Banks, and other Financial Institutions.
REGISTRATION & INSPECTION STARTING AT 9:00 a.m.
To view autos being offered this week go to www.becamerica.com
Please check the weekly listings in our Public Sale Handout.
NOTE: In order to bid on a car a \$1,000 buyers deposit is required and refunded day of sale if a purchase is made.
PUBLIC WELCOME!

single family detached townhome. Deposit \$2,500.

12:30 PM - ABSOLUTE OVER \$5,000
2516 Loretta Ave. • Baltimore, MD 21223
Improved by a 3 bedroom, 1 full bath townhome.
Deposit \$1,500.
Call **Larry E Cooper** at 410-977-4708.
Full terms & conditions available on our website.
ALEX COOPER
410-828-4838 • WWW.ALEXCOOPER.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

44 - BALTIMORE CITY VACANT PROPERTIES
- Neighborhoods Include -
• Barclay • Better Waverly • Cherry Hill • Hollins Market • Greenspring • Belair-Edison • Franklin Square • Pigtown • Reservoir Hill • And More •
Sale to Be Held
RADISSON HOTEL AT CROSS KEYS
5100 Falls Road, Baltimore, MD 21210
TUESDAY, AUGUST 21 - 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. 14 - NO EXCEPTIONS.** Previously qualified buyers must also verify their status. Please see our web site for registration form, complete details, photos & terms.
No Buyer's Premium
A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS
Real Estate Specialists www.ajbillig.com

COHEN AND FORMAN, LLC
334 St. Paul Pl. 21202
ASSIGNEE'S AUCTION
PATTERSON PARK
Renovated, Corner
STOREFRONT BUILDING
Currently a Day Care Center

LEGAL NOTICES

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPPM 2019 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 18, 2018. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Sept. 19, 2018, at the CSIU, 90 Lawton Lane, Milton, PA 17847.

Interested bidders must register to access and secure the bid documents online at www.epylon.com. There is no charge to register.

An optional pre-bid meeting will be held on Thursday, Aug. 9, 2018. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following separate request for bids:

- PEPPM 2019 Apple Bid, and
- PEPPM 2019 Product Line Bid.

All Maryland public and non-public schools and other eligible organizations may purchase from these awarded contracts.

For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 570-246-5963.

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation.

No bidder may withdraw its bid for 120 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

BOARD OF LIQUOR LICENSE COMMISSIONERS FOR BALTIMORE CITY NOTICE- AUGUST 2018

Petitions have been filed by the following applicants for licenses to sell alcoholic beverages at the premises set opposite their respective names. The real property for these applications will be posted on or about August 20, 2018. Written protests concerning any application will be accepted until and including the time of the hearing. Public hearings may be scheduled after August 30, 2018. Interested parties should contact the office of the Board, 231 E. Baltimore Street, 6th Floor, Baltimore, Maryland 21202 or by calling (410) 396-4380 to determine the exact time and date that a particular application will be considered by the Board. Written protests will be acknowledged by the Board and such protestants will be notified as to the date, time and place of the hearing.

1. CLASS "A" BEER, WINE & LIQUOR LICENSE
Applicant: Tori & Remi, Inc. T/a Orye's Liquor - Soonhee Jung and Maureen Meginnis

Petition: Transfer of ownership
Premises: 1001 E. 25th Street 21218
Applicant: Payson's Corner, LLC T/a Payson's Corner - Rose Jimenez and Denon Penn

Petition: Transfer of ownership
Premises: 255 N. Payson Street 21223
Applicant: JJ Yun, LLC T/a Ridgely Mini Mart - Jyong Ja Yun and Jeong I. Kim

Petition: Transfer of ownership
Premises: 631 Washington Boulevard 21230
2. CLASS "B" BEER, WINE & LIQUOR LICENSE

Applicant: PPRVenture 1, LLC T/a PekoPeko Ramen - David Forster
Petition: Transfer of ownership and location of a Class "B" BWL license presently located at 3333 N. Charles Street to 7 E. 33rd Street requesting outdoor table service.
Premises: 7 E. 33rd Street 21218

Applicant: Alexander Brown Restaurant, LLC T/a Alexander Brown Restaurant - Matthew Foody and Nathaniel Arnot, III
Petition: New restaurant license
Premises: 135 E. Baltimore Street 21202

Applicant: Blue Dog BBQ Baltimore, LLC T/a Blue Dog BBQ Company - Jonathan Royce and Sean Stoll
Petition: Transfer of ownership with continuation of live entertainment, requesting outdoor table service and off-premise catering
Premises: 1300 Bank Street, Suite 120 21231

Applicant: Bombay Grill of Baltimore, Inc. T/a Indigma - Christina Martija and Anthony Cehmmanoor
Petition: Transfer of ownership with continuation of outdoor table service, requesting off-premise catering and delivery of alcoholic beverages

Premises: 900 Cathedral Street, Suite 3 21201
Applicant: Red Emma's Cooperative Corp. T/a Red Emma's - Asia Beasley, Andrew Scotti, and Mary Al-Khatib

Petition: Transfer of ownership with continuation of live entertainment and outdoor table service, requesting off-premise catering and delivery of alcoholic beverages
Premises: 1225 Cathedral Street 21201

Applicant: Olivia, Inc. T/a Los Amigos Restaurant - Rosa Feria and Silvia Garcia
Petition: New restaurant license requesting live entertainment and outdoor table service
Premises: 5506 Harford Road 21214

Applicant: Blackwall Hitch Baltimore, LLC T/a Blackwall Hitch - Derek Fink and Margaret Murphy
Petition: Transfer of ownership with continuation of live entertainment, outdoor table service, and off-premise catering
Premises: 111 Market Place aka 700 E. Pratt Street 21202

Applicant: Mariposa Restaurant, Inc. T/a Mariposa Restaurant - Bryon Orozco Vasquez and Ron Smith
Petition: Transfer of ownership with continuation of live entertainment and outdoor table service
Premises: 3720 Potee Street 21225

Applicant: La Calle Restaurant, LLC T/a La Calle - Luis Sandoval and

Baltimore City

Celest Delvera Swann, Proper Person
7920 Saint Monica Drive
Baltimore, MD 21222

Notice of Appointment Notice to Creditors

Notice to Unknown Heirs to all Persons Interested in the Estate of (189638) **William Randolph Lawson Jr**

Notice is given that CELEST DELVERA SWANN, 7920 Saint Monica Drive, Baltimore, MD 21222 was on August 9, 2018 appointed personal representative(s) of the estate of William Randolph Lawson Jr who died on May 21, 2018 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 9th day of February, 2019.

Any person having a claim against the decedent must present 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.

CELEST DELVERA SWANN, Personal, True Test-Copy: **BELINDA K. CONAWAY**, Register of Wills for Baltimore City, 111 N. Calvert Street, Baltimore, Maryland 21202

8/13, 8/20, 8/27/18

AUGUST 20, 2018

NOTICE TO LAST KNOWN REGISTERED OWNERS AND SECURED PARTIES OF ABANDONED VEHICLES TAKEN INTO CUSTODY BY THE POLICE

PURSUANT TO SECTION 25-205 OF THE TRANSPORTATION ARTICLE OF THE MARYLAND ANNOTATED CODE, THIS IS TO GIVE NOTICE THAT VARIOUS VEHICLES HAVE BEEN TAKEN INTO CUSTODY AND ARE NOW STORED AT THE TOWING SECTION LOCATED AT 6700 PULASKI HIGHWAY, BALTIMORE, MARYLAND 21237. ALL REGISTERED OWNERS AND SECURED PARTIES OF THESE VEHICLES HAVE THE RIGHT TO RECLAIM THEIR VEHICLES WITHIN ELEVEN (11) WORKING DAYS AFTER THE DATE OF THIS NOTICE SO LONG AS ALL TOWING, PRESERVATION AND STORAGE CHARGES ARE PAID. FAILURE OF AN OWNER OR SECURED PARTY TO EXERCISE THIS RIGHT WITHIN THE TIME PRESCRIBED ABOVE CONSTITUTES A WAIVER BY THEM OF ALL RIGHTS, TITLE AND INTEREST IN THEIR VEHICLE AND WILL BE CONSIDERED THEIR CONSENT TO THE SALE OF THE VEHICLE AT PUBLIC AUCTION OR RETENTION OF THE VEHICLE FOR PUBLIC PURPOSES. VISIT OUR WEBSITE:

AUCTIONS

LENDER ORDERS IMMEDIATE SALE OPENING BID \$50,000

SEMI-DETACHED HOME IN "JOPPA"

Auction to be held on the premises
408 Ripplewood Rd. Joppa, MD 21085

AUG 22 @ 11 AM

Improved by a 2 bedroom plus bonus room, 1 and a half bath semi-detached home. Features include: Wood type floors, Paved driveway & Central AC

Larry Cooper 410-977-4708
\$5,000 Deposit
Terms/conditions online

ALEX COOPER
410-828-4838
www.AlexCooper.com

REAL ESTATE AUCTION
\$35,000 Suggested Opening Bid

MANCHESTER
3.73± Acre + Wooded Residential Lot

Sale On Premises
LOT 3, EBBVALE ROAD
At end of Shared Driveway with 2595 & 2597 Ebbvale Rd. Carroll County, MD 21102
TUES., AUG. 28 AT 11:00 A.M.

Please see our website or call for complete details, photos and terms. A \$5,000 deposit by cashier's check is required of the buyer at time of sale.
No Buyer's Premium
A.J. BILLIG & CO.
AUCTIONEERS
Real Estate Specialists
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REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM 2019 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 18, 2018. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Sept. 19, 2018, at the CSIU, 90 Lawton Lane, Milton, PA 17847.

Interested bidders must register to access and secure the bid documents online at www.epylon.com. There is no charge to register.

An optional pre-bid meeting will be held on Thursday, Aug. 9, 2018. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following separate request for bids:

- PEPPM 2019 Apple Bid, and
- PEPPM 2019 Product Line Bid.

All New Jersey public and non-public schools and other eligible organizations may purchase from these awarded contracts.

For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 570-246-5963.

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation.

No bidder may withdraw its bid for 120 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.
8/6, 13, 20/2018 THE TIMES \$95.70

AFFIDAVIT

State of New Jersey
County of Middlesex

Cheryllyn Aston, 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:

8/6, 13, 20

Cheryllyn Aston

Sworn to before me this 23rd
day of Aug, 2018.

[Signature]
NOTARY PUBLIC

MEDINAH T. JONES
Notary Public, State of New Jersey
My Commission Expires
January 13, 2023

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timesunion.com

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**CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
90 LAWTON LANE
MILTON, PA 17847**

**Account Number: 600064762
Order Number: 0004006743
Order Invoice Text: bids: technology**

T Tomes / B Goodwin / S Rawling / R Bernard / T Duquette 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 Albany, 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 regularly published in the said ALBANY TIMES UNION on the following dates

08-06-2018, 08-13-2018, 08-20-2018

B. Goodwin

Sworn to before me, this Tuesday, August 21, 2018

**JUNE M. CLEMENTS
NOTARY PUBLIC, State of New York
Qualified in Saratoga County
No. 0106318870
Commission Expires March 2, 2019**



**Notary Public
Albany County**

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New York for the PEPPM 2019 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #18 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 18, 2018. Bids shall be received electronically at www.epyton.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Sept. 19, 2018, at the CSIU, 90 Lewton Lane, Milton, PA 17847.

Interested bidders must register to access and secure the bid documents online at www.epyton.com. There is no charge to register.

An optional pre-bid meeting will be held on Thursday, Aug. 8, 2018. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following separate request for bids:

- PEPPM 2019 Appts Bid, and
- PEPPM 2019 Product Line Bid.

All New York public and non-public schools and other eligible organizations may purchase from these awarded contracts.

For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.peppm.org or contact Jared Lehman at 670-246-6963.

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation.

No bidder may withdraw its bid for 120 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

TU 31 (4008743)

R71410



National Human Resources Campaign Corporation NAWBOC WOSB Certified

RECEIVED

AUG 27 2018

08/20/2018

To Whom It May Concern:

CSIU BUSINESS OFFICE

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.

CSIU's Public notice was published within the Public Notice Section of the USA Today newspaper on the following dates:

08/06/2018, 08/13/2018, 08/20/2018

[Handwritten signature of Paulette Forrester]

Paulette Forrester

Professional Services Manager

On this 20th day of August, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

[Handwritten signature of Camika C. Winter]

Notary

CAMIKA C. WINTER Notary Public, State of Florida My Comm. Expires Apr. 16, 2022 No. GG 208003

MOVIES

'Asians' makes its crazy rich mark at No. 1

Lindsey Bahr
The Associated Press

LOS ANGELES — Glitz won out over guns as the gilded romance "Crazy Rich Asians" made its debut at No. 1 this weekend, surpassing industry expectations.

The studio estimates that "Crazy Rich Asians" earned \$25.2 million for the weekend and \$34 million since opening Wednesday. It's a surefire win for the film, which cost \$30 million to produce and went into the weekend with a 93 percent "fresh" rating on Rotten Tomatoes.

Breakout star Henry Golding told the Associated Press on Sunday that the film's performance is a "testament to the people who are turning up."

"It's not just the Asians who are com-



Constance Wu in "Crazy Rich Asians." SANJIA BUCKO/WARNER BROS.

ing. It's people of all colors from all walks of life who are enjoying this cinematic experience," Golding says. "It's a real shift in Hollywood."

Adapted from Kevin Kwan's best-seller, "Crazy Rich Asians" stars Con-

stance Wu as an American woman who gets a culture shock meeting her boyfriend's obscenely wealthy family in Singapore.

"We knew we'd get avids who read the book and a large Asian following," says Jeff Goldstein, Warner Bros. domestic distribution president. "We figured OK, we get good reviews, open on Wednesday, word of mouth will spread and really propel the movie into the weekend, and that's exactly what happened."

As recently as July 26, box-office experts were predicting that the film would open to at least \$18 million for its first five days. But no one expected it to launch with more than \$30 million.

The stakes were high for the first studio-produced movie led by Asian-Americans in 25 years. The filmmakers

even turned down a big offer from Netflix to give the historically significant film a theatrical platform.

Director Jon M. Chu tweeted his appreciation Sunday and asked audiences to keep spreading the word.

"We still have a long run to go but our message to the world has been heard. We have arrived," Chu wrote.

Despite the success of "Crazy Rich Asians," other films still found audiences this weekend, including "The Meg," which fell only 53 percent in its second weekend, adding \$21.2 million. The Jason Statham-led film now has grossed more than \$300 million worldwide.

Mark Wahlberg's action-packed "Mile 22" made its debut in third place with an estimated \$13.6 million. Final numbers are expected Monday.

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture items to local educational agencies and other eligible organizations in Pennsylvania are invited to submit bids for the PEPPI 2018 Technology Cooperative Purchasing Program. Bids will be received by the Central Susquehanna Intermediate Unit #16 (CSU) until 3 p.m., Eastern Time, Tuesday, Sept. 4, 2018. Bids shall be received electronically at www.usps.com. Bids will be publicly opened and read aloud at 9 a.m. Eastern Time, Wednesday, Sept. 19, 2018, at the CSU, 101 Laurel Lane, Milton, PA 17047.

Interested bidders must register to access and secure the bid documents online at www.usps.com here is a link to register:

An optional pre-bid meeting will be held on Thursday, Aug. 9, 2018. Interested bidders must register and select a time at www.usps.com. Bids will be received under the following separate request for bids:

- PEPPI 2018 Apple Bid, and
- PEPPI 2018 Medical Line Bid.

For more information about the bids, and a complete list of product lines for which bids are being requested, visit www.usps.com or contact Jared Lehman at 570-246-5663.

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to each installation.

No bidder may withdraw its bid for 100 days after the bid opening date.

The CSU reserves the right to reject all bids and/or to waive any irregularity or irregularity in a bid.

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PUZZLES

CROSSWORD

EDITED Fred Fencop
BY Patrick Jordan

PROP DEPARTMENT

ACROSS

- Rideable pool floats
- Group of angry hornets
- Marshall's concern
- Month for pranks
- Resentful feeling
- "It just clicked"
- "Dear Abby" is one
- Jazz combo instrument
- Card needed for a blackjack
- Role vaulter's obstacle
- Live up to, as a treaty
- Walk on, as an antique
- Vilain's hideout
- Toon cartoon Alley ____
- Hole maker's insert
- Reacted to a lullaby
- Word after jelly or navy
- Wales of Poland
- "Beetlejuice" director Burton
- Pogo stick parts
- Bespotted Simpson
- "Ain't happening!"
- Hang in a hammock
- "Pinball Wizard" rock opera
- Konkors or Mett
- Size 36C garment, perhaps
- Bill-backing votes
- Movie trailer
- Faels contribute
- Netflix logo color
- Shipping unit
- Texter's "seems to me..."
- Sparky earlobe adornment
- Many FX patrons

DOWN

- Weather-tracking device
- Rapidly, to bards
- McDonald's side
- No later than, briefly
- Cunning sort
- Fern's beginning
- Wheaton of "Stand By Me"
- Dolphins uniform hue
- Noise from the stomach
- Like a drudge's labor
- Bicycle for two
- Light in a light show...
- Melville's whaler
- Like a polished floor
- Be a nitpicker
- Herb in salmon recipes
- Inning half
- Benjamin Franklin's belief
- Spout off
- SALT weapon
- Those folks'
- Grab with a toothpick
- Kudrow of "The Boss Baby"
- Big name in etiquette
- La ____ Tar Pits
- Extonemed stollus
- Sit astride of
- Heed on excavation order
- Porridge morsel
- Bicycle for two
- "It's ____ real!"
- Weather map line
- Express aloud
- Reddening cosmetic
- Put the kibosh on
- Latvia's largest city
- Abu Dhabi dignitary
- Story of the Corleones, e.g.
- 9-to-5er's wk. starter, usually
- Title for Edmund Hillary

Friday's Answer

APRIL 1970
MAY 1971
JUNE 1972
JULY 1973
AUGUST 1974
SEPTEMBER 1975
OCTOBER 1976
NOVEMBER 1977
DECEMBER 1978
JANUARY 1979
FEBRUARY 1980
MARCH 1981
APRIL 1982
MAY 1983
JUNE 1984
JULY 1985
AUGUST 1986
SEPTEMBER 1987
OCTOBER 1988
NOVEMBER 1989
DECEMBER 1990

CROSSWORDS ON YOUR PHONE

puzzles.usatoday.com

WORD ROUNDUP

By David L. Hoyt and Jeff Knorr

Find and Circle

Eight four-letter words ending with VE

Two Australian cities

Two five-letter adverbs

Two five-letter countries

Two six-letter nouns

Friday's answer: SHAPPER SALAMON, SMALT, SHARK SOLE / CLOTHING STANDARD MATTRESS / BUTTER CHEESE MILK / CASH / COMMA

QUICKCROSS

By John Wilman

Face card

Pure Prairie League song

Face card

Former spouses

Gyrfalcon of film

"There's been ____ up!"

Friday's Answer: French film

Pub innkeepers

CARE OLAY CAGE ONES

QUICKCROSS ON YOUR PHONE

puzzles.usatoday.com

SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

2	6	8	7	9	5	1		
5	1	2			9			
	9	4	1			2		
			2	4				
5	6	1	4	7				
4	7							
9	4	6	2					
3			7	1	4			
4	8	1	2	5	9	3		

Friday's Answer

1. NOT

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

OVER

Class:

- Sill/hungry
- TV show with John Stamos
- Known as hunk's exterior
- Off on a time cover
- Type of chamber
- As show megamart
- Dog's bark

Friday's Answer

NORTH / BOSTON / COMMON / COLD / MOUNTAIN / DEW / POINT / POINT / OUT

PLAY ONLINE

PUZZLES.USATODAY.COM

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Report puzzle problems to us at feedback@usatoday.com or 1-800-672-7073

TEXTPERT

Answer: 1. 789, 2. 23527, 3. 8223, 4. 452, 5. 2326, 6. 7269, 7. 9272, 8. 932

Today's Theme

House and home

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. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

DON'T QUOTE ME!

Humorist Patrick McManus talks about a summer pastime.

BEST FISH RAINING TIMES WHEN WHEN

THE TWO TO IS

IT'S AND IT AIN'T

© Andrew McMeel

Friday's Answer

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. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Friday's Answer

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. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids (“RFB”)

PEPPM 2019 Apple Bid – Pennsylvania

Electronic Bid # 528991

Bid Due Date: Tuesday, September 18, 2018, 3 p.m. EDT

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit (“Agency”), seeks bids for technology products manufactured by Apple Inc. (“Apple”) and Apple-branded services.

I Introduction and Overview

I.1 Bid Title

PEPPM 2019 Apple Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 528991.

I.3 Organization of Terms and Conditions

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authorities and Eligible Buying Agencies](#)
- IV [PEPPM Fees](#)
- V [Bidder Qualifications](#)
- VI [Product Specifications](#)
- VII [Ordering Procedures and Requirements](#)
- VIII [Pricing Specifications](#)
- IX [Bid Procedures and Directions](#)
- X [Bid Evaluation and Award Process](#)
- XI [Uniform Grant Guidance Requirements](#)
- XII [Post-Award Requirements](#)
- XIII [Other Terms and Conditions](#)

I.4 Bid Scope

This is a Request for Bids (RFB) for Apple branded (meaning brands that Apple owns or licenses) technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and audio-visual equipment, cloud services, and other products manufactured by Apple or services branded by Apple. The term “Products” or “Product” does not include ancillary services.

I.5 Bidding Agency

Central Susquehanna Intermediate Unit (CSIU), #16
90 Lawton Lane
Milton, Pennsylvania 17847
Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3 p.m. EDT, Tuesday, September 18, 2018 (the “Bid Due Date”).

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 9:00 a.m. EDT, Wednesday, September 19, 2018 (the “Bid Opening Date”), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847.

I.9 Prebid Meetings

Optional prebid meetings will be held Thursday, August 9, 2018, at:

- 10 a.m. EDT, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 2 p.m. EDT, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 10:30 a.m. PDT, at Epylon Corporation, 620 San Ramon Valley Blvd, Suite 210, Danville California, 94526

Interested vendors must register for the prebid meeting at www.PEPPM.org/bids.

I.10 Other Important Dates

- | | |
|--|--------------------|
| • Requests for Equivalent Due Date | August 10, 2018 |
| • Response for Equivalent Amendment | August 20, 2018 |
| • Consideration of Exceptions Due Date | September 11, 2018 |
| • Response to Exceptions Amendment | September 14, 2018 |
| • Submission of Questions Due Date | September 11, 2018 |

- Tentative Board Award Date November 14, 2018
- Tentative Agency Contract Signing November 15, 2018
- Contract Start Date: January 1, 2019

I.11 Advertising and Legal Notice of the Request for Bids

The Agency's minimum legal advertising requirements are met with legal notices in two newspapers of general circulation in the area where the Agency is located, such as, the *Harrisburg Patriot News*, the *Sunbury Daily Item*, and the *Milton Standard Journal*. To encourage wide Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States.

I.12 Contract Term

The initial term of the awarded Contract shall be for three (3) years ("Initial Term"), beginning January 1, 2019 ("Effective Date"), and continuing until December 31, 2021, unless terminated, cancelled, or extended as set forth in the Contract.

The Contract may be renewed for an additional one (1) year period (the "Renewal Term"), upon mutual written agreement of the parties. Such mutual written agreement shall take the form of an amendment to the Contract. The Initial Term and the Renewal Term are referred to as the "Term". At the end of the Renewal Term, Agency reserves the right to offer month by month extensions until a new agreement is awarded. These month-by-month extensions will be optional and executed upon mutual written agreement of the parties.

II Bid Document Definitions and Interpretations [\[Return to Top\]](#)

II.1 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 disregarded whenever an interpretation of the Contract Documents is required.

II.2 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 these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, 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.

II.4 Provisions Required by Law

Each provision of law and any clause required by law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. 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 immediately be physically amended to make such insertion or correction.

II.5 Not Used

II.6 Non-Exclusive 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 equal or similar Products from another source.

II.7 Definition of “Agency”

“Agency” shall mean the Central Susquehanna Intermediate Unit (CSIU).

II.8 Definition of “Agreement”

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

II.9 Not Used

II.10 Definition of “Awarded Vendor”

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

II.11 Definition of “Bidder”

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

II.12 Definition of “Clarification”

“Clarification” means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder’s response to the RFB. 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.

II.13 Definitions of “Contract Documents”, “Contract” and “Purchase Order”

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its 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 any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the “Contract Documents” shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the purchase order issued by the Eligible Entity (including any order-level terms that are specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such purchase order that are in conflict with the Contract Documents), the Awarded Vendor’s performance, payment and maintenance bonds (if applicable), Awarded Vendor’s standard customer agreement (if

applicable), Awarded Vendor’s professional services agreement (if applicable), Awarded Vendor’s lease purchase agreement and financing documents (if applicable), maintenance service agreement (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, 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 Terms and Conditions as the “Purchase Order.” “Purchase Order” may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor. In the event of any conflict or inconsistency among the foregoing documents the following order of precedence shall govern the contract between an Eligible Entity and an Awarded Vendor:

- (1) Awarded Vendor’s Direct Customer Agreement;
- (2) Awarded Vendor’s Professional Service Agreement;
- (3) Awarded Vendor’s Master Lease Agreement; for lease transactions the Master Lease Agreement and any applicable financing documents will control with respect to the terms and conditions pertaining to the lease;
- (4) The rest of the documents comprising such contract.

II.14 Definition of “Cooperative Procurement Code”

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of these Terms and Conditions.

II.15 Definition of “Effective Date”

The “Effective Date” of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity, such approvals having been obtained prior to Eligible Entity submitting a Purchase Order to Awarded Vendor.

II.16 Definition of “Eligible Entity”

“Eligible Entity” means an LEA or other Eligible Organizations that qualify to be buyers under this Contract.

II.17 Definition of “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 document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the course of the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of “Non-Responsive Bid”

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

II.22 Definition of “PEPPM”

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technology-related products administered by the Agency.

II.23 Definition of “Product” or “Products”

Products mean Apple branded products and services sold or licensed by Awarded Vendor. The term “Products” or “Product” does not include ancillary services.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements in all respects fully, plus 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.

II.25 Definition of “Responsive Bid”

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

II.26 Not Used

II.27 Definition of “Transaction Fee”

"Transaction Fee" is that fee paid by an Awarded Vendor on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM Contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

III Legal Authority and Eligible Buying Agencies [\[Return to Top\]](#)

III.1 Agency History

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 in the Borough of Milton, Northumberland County, Pennsylvania, and has a mailing address of 90 Lawton Lane, Milton, PA 17847. The Pennsylvania Legislature created intermediate units under Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to public school districts. There are 29 intermediate units, each serving an assigned number of local school districts. Intermediate units began operation on July 1, 1971.

Intermediate units are governed by boards of directors whose membership comes from representatives from their local school districts’ boards 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, and 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 provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes 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.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Agency.

The Agency primarily solicits technology bids for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with the Pennsylvania Department of Education and electronic Letters of Agency provided by each Eligible Entity prior to release of this RFB.

The PEPPM cooperative purchasing program is 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") and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, as well as other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate 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 or services.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all fifty (50) U.S. states, including Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time. Notwithstanding the foregoing, the Contract is limited for use only by Pennsylvania and the states specified by the Awarded Vendor in the PEPPM State Selection form. Use of the Contract may be expanded to other states, upon mutual written agreement of the parties.

III.3 Local Educational Agencies

Local Educational Agencies means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs"):

- Public school districts

- Area vocational technical schools (AVTS units)
- Intermediate units
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as “local educational agencies” under applicable law.

At a minimum, an Awarded Vendor must agree to serve LEAs in Pennsylvania. At its option as designated on its State Selection Form, an Awarded Vendor may elect to serve LEAs in other states.

III.4 Other Eligible Organizations

“Eligible Organizations” means the following institutions and organizations, *subject to the Awarded Vendor’s approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies or services

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in Pennsylvania, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania that wish to participate.

In addition to Pennsylvania LEAs, the Agency will make its contracts available to other Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than Pennsylvania

Bidders must define their intention whether to sell to LEAs in states other than Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's [bid submission instructions](#). Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM Contract under the Cooperative Procurement Code
- It is bound by all of the Terms and Conditions of the PEPPM Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- 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 that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a PEPPM Contract or entry into a Purchase Order with an Awarded Vendor, hereby bound by these 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.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to it in its provision of any of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency.

III.10 eCommerce Merchant Agreement

Awarded Vendors will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form; provided, however, that Awarded Vendor and eCommerce Consultant may negotiate a different eCommerce Merchant Agreement as long as it is agreed upon prior to the Contract start date. If the eCommerce Consultant is changed during the course of the Contract,

Awarded Vendors must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant in accordance with the process set forth [elsewhere](#) in these Terms and Conditions.

III.11 Agency's Interest in a Contract Resulting from This RFB

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, ancillary services, or warranties of the Awarded Vendor or the intended or unintended effects of the Products and ancillary services procured from it.

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 resulting Agreements and the Agency would not provide the PEPPM program or enter into the Agreements absent such limitations.

III.12 New Laws; Change to Existing Laws

If a new law, rule or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor other than to pay any amounts owed through the date of suspension or termination.

III.13 Applicability of E-Rate Provisions

Provisions related to E-rate in these Terms and Conditions are not applicable to an Awarded Vendor if no E-rate Form 470 has been filed in conjunction with the publication of the RFB.

For this RFB, PEPPM 2019 Apple Bid – Pennsylvania, Electronic Bid Number 528991, no 470 has been filed.

IV PEPPM Fees [\[Return to Top\]](#)

IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment in the amount of \$100 from each Bidder to partially cover the cost of receiving and evaluating bids.

IV.2 PEPPM Bid Award Fee

Following the award of bids by the Agency's Board of Directors, the Agency will charge a successful Bidder who becomes an Awarded Vendor \$300 as a bid award fee.

IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds. No paper checks will be accepted. Bid evaluation fees will be collected at the time of bid opening. The Agency will collect bid award fees after board approval of Contract awards. The Bidders must provide payment information at the time of bid submission, or else their bids may be deemed non-responsive.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a Transaction Fee to the 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, the quantity of Apple Products, or ancillary services, or the dollar amount of the order.

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

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epsilon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote to Eligible Entities.

Failure to pay Transaction Fees on a timely basis will result in suspension or termination of the Awarded Vendor's Contract.

The Transaction Fee amounts described in the table below shall be the percentage of "Net Sales," which means gross sales of Products and ancillary services less returns and cancelled orders within 30 days, shipping, and other taxes (excluding taxes based on net income). Transaction Fees will be tiered and progressive according to this schedule:

| <u>Net Sales Annually, Per Product Line</u> | <u>Transaction Fee Percentage</u> |
|--|-----------------------------------|
| Up to \$30 million | 1.75% |
| More than \$30 million to \$50 million..... | 1.50% |
| More than \$50 million to \$100 million..... | 1.25% |
| More than \$100 million to \$150 million | 1.00% |
| More than \$150 million to \$200 million | 0.75% |
| More than \$200 million | 0.50% |

For example, an Awarded Vendor with \$45 million in sales of a Product Line would pay 1.75 percent on its first \$30 million on Net Sales, and then a separate 1.5 percent only on those Net Sales exceeding \$30 million in a calendar year. Thresholds reset annually on January 1.

Any vendor using this Contract for the purpose of obtaining a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Public records from CMAS will be used to identify and invoice any vendors using the CMAS program through PEPPM-related Contracts.

IV.5 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 [\[Return to Top\]](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusions questions in the Question Section. Otherwise, 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 offer the prices bid and acknowledges and agrees that to the best of such person's knowledge:

- 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
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening with the intent and for the purpose of collusion
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this RFB, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- 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
- Neither Bidder nor its 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; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted.

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies that, within the past five (5) years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder or Awarded Vendor has been suspended or debarred in any of the states that Awarded Vendor is providing Products or Services under the terms of the Contract.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies that to the best of its knowledge, it does not know of any overdue tax liabilities of Bidder or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or becomes delinquent in taxes. Also, the Awarded Vendor must tell the Agency if Awarded Vendor is suspended in any state where the Awarded Vendor does business under the Contract. All notices must be in writing and received by the Agency within a commercially reasonable period of time after the change, delinquency, suspension, or debarment. Awarded Vendor may provide notice to Agency by email to the email address provided by the Agency.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, the Awarded Vendor 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 all applicable 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.6 Covenant Against Contingent Fees

The Awarded Vendor certifies that, no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees. For breach or violation of this certification, 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.7 Not Used

V.8 Not Used

V.9 Bidder Profiling

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

- Maintain a corporate headquarters location
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Entities
- Have current relationships with LEAs for verification of customer satisfaction

- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Entities

V.10 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 a HUB question in the Question Section.

V.11 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 for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, 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 per occurrence commercial 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.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Contract on the Commercial General Liability policy 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.

The Awarded Vendor shall have the option to self-insure so long as Awarded Vendor maintains an audited net worth (Shareholders' Equity) of at least \$100,000,000.00.

V.12 Definitions Related to Vendor Integrity

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- “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
- “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
- “Vendor” means Awarded that has entered into the Contract or a Purchase Order with an Eligible Entity
- “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
- “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

V.13 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 applicable state or federal laws, regulations.

V.14 Confidential Information

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

V.15 Pecuniary Benefit

The vendor shall not knowingly, 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.

V.16 Giving Gratuities

The vendor shall not knowingly, 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.

V.17 Accepting Gratuities

The Vendor shall not accept or agree to accept from, any person, any gratuity in connection with the performance of work under the Contract or a Purchase Order that is prohibited by applicable law.

V.18 Not Used

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e. Sections V.12 through V.23) has occurred, shall use commercially reasonable efforts to notify the Agency in writing or Eligible Entity in writing.

V.20 Certification of Non-Violation

The Awarded Vendor, by execution of the Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e. Sections V.12 through V.23).

V.21 Cooperation with Authorities

Awarded Vendor agrees to maintain, for a period of three (3) years after the transaction invoice date, all purchase orders and invoices directly related to performance under this Agreement. The purchase orders and invoices directly related to the performance under this Agreement shall be available upon no less than sixty (60) business days prior written notice for review and audit by the Agency no more than once per year.

Subject to any inspector or auditor's signing Awarded Vendor's confidentiality/non-disclosure agreement, Awarded Vendor agrees to cooperate with any audit and to provide reasonable access to relevant materials at the Agency's sole cost and expense. In no event shall Awarded Vendor furnish or be required to furnish any information concerning any of Awarded Vendor's other customers or anything not pertaining specifically to Products and services sold by Awarded Vendor to the Agency under the Agreement.

Any information, books, records and supporting documents made available in the course of any audits pursuant to this paragraph are the sole and exclusive property of Awarded Vendor and the confidential information of Awarded Vendor and will be maintained in strict confidence by the Agency. Any Auditor General is subject to agreement to Awarded Vendor's standard confidentiality terms upon commencement of such audit.

V.22 Rights and Remedies in the Event of Violation

In the event vendor knowingly violates sections V.12 through V.23, the Agency or Eligible Entity may terminate the Contract or Purchase Order, as applicable. The Agency or Eligible Entity shall provide vendor with written notice of the violation and thirty (30) days to cure the violation.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, 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.

V.24 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.

V.25 Nondiscrimination and Sexual Harassment

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

- 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, shall not by reason of recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law 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.
- The Awarded Vendor shall not 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 recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, ago (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law. Awarded Vendor shall require any subcontractor to be compliant with all applicable laws and regulations regarding non-discrimination
- The Awarded Vendor 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.
- The Awarded Vendor shall not discriminate by reason of recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, ago (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law against any supplier who is qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor failed to comply with the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. 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.

- 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.
- 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.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of ordering instructions, customer service and payment of fees.

VI Product Specifications [\[Return to Top\]](#)

VI.1 Product Line Sought

This RFB seeks formula pricing for Products provided by reliable national manufacturers and service providers for Apple branded products and services. The brand of Product Line named—and its corresponding description—is the specification for the desired Products manufactured or offered under the Apple brand.

The requested Apple Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Line is also listed within a bid announcement on the website at www.PEPPM.org/bids.

VI.2 New Product Provisions

Awarded Vendor may change Product offerings at any time and without notice to Eligible Entity.

Products offered by a Bidder and those sold by an Awarded Vendor must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for the awarded Product Line. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Not Used

VI.4 Not Used

VI.5 Installation and Service

Products shall be installed and/or provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor, Agency, and/or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and is applicable to the new Products
- Substitute or replacement Products are equal to or superior than the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Not Used

VI.8 Proof of Supply

Unless Bidder is the manufacturer of the Products, Bidder must offer evidence of access to a legal source of supply of the Products.

VI.9 Not Used

VI.10 Liens

All Products offered and sold shall be free of all liens.

VI.11 Licenses

Awarded Vendor shall maintain all federal, state and local licenses, certifications, bonds, and permits applicable and required for operations in Pennsylvania and in all other states in which Awarded Vendor chooses to do business under the Contract.

VI.12 Standard Warranty

The sole warranty for a Product shall be the standard limited warranty that is set forth in the documentation that accompanies such Product.

For the Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their

warranty rights for the Products offered. The statement must also clarify any discrete responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have concerning compatibility and compliance with up-to-date operating system, as well as federal safety and communications guidelines.

Except as set forth herein, all Products are sold "as is" and without additional warranty or support from Awarded Vendor.

EXCEPT AS SET FORTH HEREIN, AWARDED VENDOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, AWARDED VENDOR HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

VI.13 Not Used

VI.14 Not Used

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment and maintenance of the Products they sell. Any ancillary services purchased under the Contract may also be subject to the Awarded Vendor's direct customer agreement or a professional services agreement.

VI.16 Not Used

VI.17 Returned Goods Policy

An Awarded Vendor must have a policy regarding how they handle the return of goods from Eligible Entities. Evidence of the policy must be provided on the electronic bid form, either by attachment or a reference to a particular document.

VI.18 Not Used

VI.19 Hazardous Materials

To the extent applicable, Awarded Vendors will comply with Act 159 of October 4, 1984, the law known as the Worker and Community Right-to-Know Act, as well as any regulations pursuant to 4 Pa. Code § 301.1 et. Seq. and any similar act in other states where they sell Products under the PEPPM program. The Act focuses on labeling of hazardous materials and chemicals, labeling, and material safety data sheets.

VI.20 Export Compliance

This Contract is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Eligible Entity agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Eligible Entity's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

VI.21 Not Used

VII Ordering Procedures and Requirements [\[Return to Top\]](#)

VII.1 An Overview of the Ordering Process

To put the following provisions into context, Agency provides this simplified overview of the PEPPM order review and submission process:

- Awarded Vendors submit their contract pricing to PEPPM on a mutually agreed upon template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists and may communicate directly with Awarded Vendor regarding Product information and to get quotations
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors will process orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epylon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users with relevant buyer profiles
- Make line items searchable by keyword, by Product Line, or by category

VII.3 Direct Receipt of Orders

An Awarded Vendor may ask Agency to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

Eligible Entity may order Products from Awarded Vendor by either: (i) ordering at an Awarded Vendor Retail Store, (ii) ordering electronically through the online portal managed by Awarded Vendor, (iii) submitting a purchase order to Awarded Vendor, as permitted by Awarded Vendor, or (iv) by any other means communicated by Awarded Vendor. All purchases of Products under this Contract shall be made solely for Eligible Entity's end use.

VII.5 Submission of Purchase Orders

Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may send the Purchase Order and all its attachments by fax to (800) 636-3779 or it may scan all relevant documents and transmit the Purchase Order by email to Orders@PEPPM.org.

Posted ordering instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except in cases where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to Awarded Vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Awarded Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary "[electronic signature](#)" required by law.

VII.7 Not Used

VII.8 Awarded Vendor Is 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.9 Term of the Purchase Order

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received

- The expiration date identified on the Purchase Order

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the PEPPM Contract's expiration date as long as the Eligible Entity issues a Purchase Order before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

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, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

The Awarded Vendor shall be required to furnish Products at or below the pricing in the Contract. Unless otherwise specified, the Awarded Vendor shall send an itemized invoice to the 'Bill-To' address on the Purchase Order after the item(s) are shipped. The invoice should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices. Payment terms for all amounts due from Eligible Entity to Awarded Vendor (including payments for services) will be net thirty (30) days from the date of Awarded Vendor's invoice.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will pay invoices within 30 days of invoice date. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's 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, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any and all fees related to this type of payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

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

sales and excise taxes imposed by the Internal Revenue Service and have accordingly registered with or been recognized by the Internal Revenue Service to make tax exempt purchases.

VII.14 Delivery

A Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Eligible Entity upon shipment from Awarded Vendor's shipping location. For Products shipped pursuant to Awarded Vendor's standard practices in all but the last week of every Awarded Vendor fiscal quarter during the Term, Awarded Vendor will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Awarded Vendor's standard practices in the last week of every Awarded Vendor fiscal quarter during the Term, Awarded Vendor will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Awarded Vendor will provide for a policy of insurance under which Eligible Entity may make a claim for any loss.

For orders picked up by Eligible Entity at the Awarded Vendor Retail Store, title and risk of loss or damage to Products will pass to Eligible Entity upon pick up of the Products from the Awarded Vendor Retail Store.

For U.S. federal government agencies only, title and risk of loss to all Products will pass to Eligible Entity upon delivery to Eligible Entity's delivery point.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed 30 calendar days from date of delivery. Products that have not been rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within 15 days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than 15 days or such mutually agreed upon time period 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 Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products 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 equivalent Products, 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 price the Eligible Entity paid to the alternative vendor.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, the Awarded Vendor shall either keep the Products in good working order or Awarded

Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party. Awarded Vendor shall not be held liable for Eligible Entity's refusal to accept delivery of Products specified on a purchase order or product substitutions approved by Eligible Entity.

VII.17 Not Used

VIII Pricing Specifications [\[Return to Top\]](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the discount-from-list method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the markup-over cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within the Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line.

As a theoretical example, a single Bidder may bid 10 percent off list for tablets, 15 percent off list for monitors, 30 percent off list for laptops, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 different subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within the respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer Stock Keeping Unit (SKU)
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage discount or markup over cost

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by discount off list, a Bidder would enter a negative percentage (e.g., -.10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding markup over cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the Section titled "Requested Product Lines." The spreadsheet must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheet will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Not Used

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

The first phase of the evaluation process uses a manufacturer SKU number, after stripping away hyphens, spaces and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change 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 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 PEPPM 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 being determined non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply in the future to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any and all requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may submit price lists for posting that provide for bundles that include third-party products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party products must represent a greater value than the third-party products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders are not permitted to bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab that are not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Not Used

VIII.14 Free Shipping

Prices include standard freight and insurance using an Awarded Vendor's-selected carrier.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary on the part of the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity.

VIII.16 Not Used

VIII.17 Prevailing Wage Rates

Not used; provided, however, that Awarded Vendor shall not be allowed to perform construction services or other services for which prevailing wage rates are applicable.

IX Bid Procedures and Directions [\[Return to Top\]](#)

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following Sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the

bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

Prebid meetings will be held at times and locations described [here](#). Bidders interested in participating must register at www.PEPPM.org/bids to reserve a spot. The session will provide a high-level view of contracting policies for vendors and an overview of procedures for filling out the bid forms.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4 p.m. EDT on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that customer service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer service will not answer policy questions about the bid or its Terms and Conditions.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the [Exceptions Due Date](#) to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within 10 days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids for the Apple product line.

No material exceptions will be accepted with final electronic bid submissions received on the [Bid Due Date](#). Any exceptions submitted by Bidder 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.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epsilon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are four major components to the bid:

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments
- *Uploading Attachments to the Product Line:* After checking the box to indicate its intention to bid the Apple Product Line, the Bidder must attach several files alongside that particular product line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of the Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter (if applicable)
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

IX.9 Marketing Plan

Agency desires that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts.

IX.10 Not Used

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 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 has 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 and written statements submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final prior to 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 form, 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 the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Contract.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and Time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for sixty (60) days after the [Bid Opening Date](#).

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following 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 [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any and all bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in Pennsylvania.

Alongside the Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating – in addition to Pennsylvania LEAs – which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\[Return to Top\]](#)

X.1 Qualification for Evaluation

Following applicable Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make awards to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids that are recommended for award do not become formal Contracts until the Agency's Board of Directors makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under the Contract
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any or all bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are not responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in Clarification. Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- The bid was received on time
- Banking information for the processing of bids and award fees was present, and funds were properly processed
- Bid Terms and Conditions were accepted
- Reference forms for the Bidder were attached from at least three different agencies
- A marketing plan was described in the question section of the electronic bid form

Factors related to the Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached alongside the Product Line being bid
- A returned goods policy for the Product Line was attached
- A statement of warranties for the Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- A dated, proof-of-supply document was attached alongside the Product Line or the Bidder gave evidence that it was the manufacturer of the Product Line being bid (if applicable)
- A State Selection Form was attached alongside the Product Line being bid
- Quote sheets for the Product Line indicated pricing formulas and a price basis
- All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so that effective prices could be compared to those of competing Bidders
- The Bidder attached an ancillary service form spreadsheet alongside the Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- Provided evidence of a permanent place of business
- Is not insolvent or currently involved in bankruptcy
- Has no known overdue tax liabilities
- Owes no overdue PEPPM transaction fees
- Certifies it has not colluded in submitting its bid or developing pricing
- Is not under suspension or debarment
- Maintains sales representatives or a sales network of resellers, as described on the bid form
- Has provided positive references from buying agencies or has past PEPPM experience
- Has given evidence of previous sales in the public sector
- Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing from competing, responsive and responsible bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Grant Guidance Requirements [\[Return to Top\]](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency 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 be applicable to specific purchases using federal grant funds. Eligible Entity has the responsibility to advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.13 shall apply.

XI.2 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.

XI.3 Termination for Cause or Convenience

For any purchase or contract in excess of \$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 the Contract at any time, without cause, by providing seven business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience 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 prior to 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).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.7.

XI.4 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.

XI.5 Rights 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, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.6 Clean Air Act and Federal Water Pollution Contract 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 pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.7 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.

XI.8 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 federally 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

agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

XI.9 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 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.

XI.10 Profit as a Separate Element of Price

For purchases using federal funds in excess of \$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 the Eligible Entity makes a reasonable determination that such information is required by applicable law, 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.

XI.11 Contracting with Historically Under-Utilized Businesses

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:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

XI.12 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.

XII Post-Award Requirements [\[Return to Top\]](#)

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a markup-over-cost method
- Keep a record of an underlying price-list basis if they have bid under a discount-from-list method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Not Used

XII.3 Contact and Ordering Instructions

PEPPM will send Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, and whom to contact.

Awarded Vendor shall work with Agency to provide contact information and ordering instructions to Eligible Entities upon award.

XII.4 Price Lists

Awarded Vendors are required to submit information in a format mutually agreed upon with Agency that allows for obtaining the pricing of Products during the term of the Contract.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a markup over cost. Price lists may change frequently at the discretion of the Awarded Vendor. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes.

XII.6 Specials and Promotions

During the term of the Agreement, an Awarded Vendor may offer specials and promotions that may be posted on PEPPM.org upon written approval from Apple.

Neither party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other party's prior written consent.

XII.7 Leasing Information

Awarded Vendor may allow Eligible Entities to enter into rental, lease, or lease purchase agreements pursuant to Awarded Vendor's standard master lease agreement.

Lease or rental proposals to Eligible Entities 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.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender, and Agency will not be involved in any way.

XII.8 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review is required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo that is not in conformance with guidelines, untruthful, or inaccurate.

XII.9 Not Used

XII.10 Not Used

XII.11 Training of the Sales Force

Awarded Vendor is responsible to inform and train its sales force on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

XII.12 Not Used

XIII Other Terms and Conditions [\[Return to Top\]](#)

XIII.1 Entire Agreement

The Contract will represent the complete agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements, except purchase orders issued under prior agreements that have not been fulfilled. 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 documents described in Section II.13 above represent the complete agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements, except purchase orders issued under prior agreements that have not been

fulfilled. Any changes, corrections, or additions to such agreement shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 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 fulfill all obligations under the Contract and offer awarded Products at the same or better pricing determined by the original bid pricing formula. 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 pricing formula will be documented by signing and submitting an Agency Contract Assignment Form. A simple change of the Awarded Vendor's name will not change the contractual obligations of the Awarded Vendor.

XIII.3 Default Related to the Contract

The Agency may, subject to the provisions of 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 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 under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item which is in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Contract, if such breach is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to adequately perform the services set forth in the Contract and Purchase Orders issued thereunder, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- 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, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- Failure to observe any of the Terms and Conditions of the Contract, if such failure is not cured within thirty (30) days of receipt of written notice thereof.
- 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
- Nonperformance in sales
- Suspension or Debarment occurring during the term of the Contract
- The Awarded Vendor or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.4 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of 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 of it to the Awarded Vendor, and terminate the whole or any part of a 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 which is in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within 15 days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- 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 Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor or awarded product line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.5 Remedies

The rights and remedies of the Agency, Eligible Entity or Awarded Vendor provided in this Contract 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.

A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

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.

XIII.6 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to 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 business days and in writing within 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:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- 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 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, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.7 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.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor 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 30 days after receipt of the Eligible Entity's notice of default. Awarded Vendor shall have the right to terminate a Purchase Order for an Eligible Entity's default upon written notice to the Eligible Entity unless the Eligible Entity promptly commences a cure of

its default and diligently and completely cures its default within 30 days after receipt of the Awarded Vendor's notice of default.

Non-Appropriation: In the event the Eligible Entity purchasing from the Awarded Vendor 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. To the extent permitted by law, in the event notice is given terminating any purchase order from any purchasing party resulting from this Contract, the due date of all purchasing party's invoices shall be accelerated so that all such invoices become due and payable as of the date of notice of termination. Purchasing party will cease placing new orders for Products from Apple on the effective date of termination. Notwithstanding anything to the contrary, termination of any purchase order resulting from this Contract due to non-appropriation shall not terminate or relieve the purchasing party of its payment obligations under all purchase orders that have been accepted by Apple.

XIII.8 Termination of Contract

Agency shall have the right to terminate the Contract for Awarded Vendor 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 30 days after receipt of the Agency's notice. Awarded Vendor shall have the right to terminate the Contract for Agency's default upon written notice to the Agency unless the Agency promptly commences a cure of its default and diligently and completely cures its default within 30 days after receipt of the Awarded Vendor's notice.

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.

XIII.9 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. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

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 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 the Contract to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor’s assets or business, provided that Awarded Vendor’s successor entity assumes in writing all of Awarded Vendor’s obligations under this Contract and agrees in writing to be bound by this Contract, 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 acknowledgment 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.

XIII.10 Intellectual Property Indemnity

Provided that Agency and Eligible Entity (collectively, “Indemnities”) promptly notify Awarded Vendor in writing, give Awarded Vendor sole control over the defense and all related settlement negotiations (provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder), and does not compromise or settle any claims then, subject to the terms of this section and the exceptions and limitations set forth in this Contract, Awarded Vendor will defend, indemnify and hold harmless Indemnities from and against all claims, damages, losses and expenses, including without limitation reasonable attorney’s fees and legal costs, that Indemnities incur as a result of any third party claims, demands, or actions arising out of or resulting from a claim that a Product that Indemnities have paid to acquire from Awarded Vendor infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret (“Claim”).

Notwithstanding the foregoing, Awarded Vendor shall have no obligation for a Claim to the extent it is caused by: (a) an unauthorized modification of any Product; (b) combination, operation or use

of the Product with any equipment, data, documentation, items or products with which such Product was not intended to be used; (c) use of Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Product in violation of applicable export control requirements, regulations or laws; or (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list.

Indemnities shall promptly notify Awarded Vendor, in writing, of any Claim. Notice must be in writing and include an offer to tender the defense of the Claim to Awarded Vendor. Awarded Vendor, if it accepts such tender, may take over sole control of the defense of the Claim (provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder). Upon Awarded Vendor's acceptance of tender, Indemnities will reasonably cooperate with Awarded Vendor with respect to such defense and settlement provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

In the event of a Claim, Awarded Vendor may at its sole option and expense (but shall not be obligated to): (i) procure for Indemnities the right to continue use of the applicable Product(s); (ii) replace the applicable Product(s) with Products with materially the same functionality; (iii) modify the applicable Product(s) so that they become non-infringing, without material loss of functionality; or (iv) refund the amount paid by Indemnities to Awarded Vendor for the applicable Product, less depreciation on a straight-line basis over a period of five years. THE FOREGOING CONSTITUTES INDEMNITIES' SOLE AND EXCLUSIVE REMEDY AND AWARDED VENDOR'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION.

XIII.11 Indemnification

To the fullest extent allowed 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 that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor 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 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. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.12 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity under all Purchase Orders shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) 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 intellectual property indemnity – subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), product liability or otherwise.

XIII.13 Governing Law; Jurisdiction and Venue, and Severability

The Contract between the Agency and the Awarded Vendor will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Contract or the use of the PEPPM website, more particularly, the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania. Claimants waive any objections to the forum of Pennsylvania for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

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.

XIII.14 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions 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.

XIII.15 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery 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 considered received no more than two business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.16 Binding Nature and 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, whether or not specifically 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.

XIII.17 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 use the new eCommerce Consultant and eCommerce system in order to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors will need to execute new eCommerce Merchant Agreements and Nondisclosure 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) work days after receipt of the new agreements to sign and return the agreements in order to continue their Agency Contracts. If the Awarded Vendor does not sign and return the agreements within the twenty (20)-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least ten (10) days' prior written notice.

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 Agency 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, Agency reserves the right to collect the original Transaction Fee.

XIII.18 Copyright

This RFB, its terms and conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2018 (©2018, CSIU & Epylon).