



**PEPPM 2020
Product Line Bid**

Pennsylvania Contract Documentation

Bid # 529958

Contract Start Date: January 1, 2020

PEPPM 2020 Product Line Bid Award List for Pennsylvania

Awarded November 20, 2019

Product Line	Product Line Description	Awarded Vendor	Contract Number
3M	Workstation and ergonomic accessories, privacy screens, and films	SYNNEX Corporation	529958-001
ALL In Learning	Assessment and analytics solutions using clickers and 1:1 solutions	White Rock Security Group, LLC	529958-002
Arista Networks	Networking products	Presidio Networked Solutions, Inc.	529958-003
Asus Computer International, Inc.	Hardware, software, related services and other branded products	Asus Computer International, Inc.	529958-004
Axonsoft	Video management system	A+ Technology and Security Solutions, Inc.	529958-005
BenQ America Corporation	Monitors and projectors	CDW Government, LLC	529958-006
Casio, USA	Projectors, cameras, calculators, digital pianos/keyboards, cash registers/POS and label printers	Casio, Inc.	529958-007
Commscope	High performance data cables, CATV, MATV, and fiber optic cables	CommScope Technologies, LLC	529958-008
Conen Mounts	Height adjustable solutions for flat panel displays and interactive whiteboards	Tequipment, Inc.	529958-009
Corilam	Educational and healthcare products	Corilam Fabricating Co., Inc.	529958-010
Duo Security	Secure single sign-on and two-factor authentication	Presidio Networked Solutions, Inc.	529958-011
Family Zone	Networking security and internet filtering products	BorderLAN, Inc.	529958-012
Fortress Mobile	Mobile video, GPS and customized fleet management platforms	Fortress Systems International, Inc.	529958-013
Haskell	Makerspace, STEM/STEAM and classroom furniture	Haskell Office	529958-014
Hitachi Data Systems	Storage products and software	General Microsystems, Inc.	529958-015
Iron Mountain	Records information management services including secure storage and destruction	Iron Mountain Information Management, LLC	529958-016
Kenwood U.S.A. Corporation	Two-way radio systems and related accessories	NEWCOM Wireless Services, LLC	529958-017
KnowBe4	Integrated security awareness training and simulated phishing platform	CDW Government, LLC	529958-018
Konica Minolta	Copiers, printers, multi-function and services	Marco Technologies, LLC	529958-019
Korg	Electronic musical instruments and recording equipment	Korg USA, Inc.	529958-020
LogRhythm	SIEM-event monitoring products	Presidio Networked Solutions, Inc.	529958-021
Makeblock	STEM/STEAM education solutions	Maker Works Technology Inc.	529958-022
OneScreen	Collaboration and video conferencing solutions	NZS, Inc.	529958-023
Optoma Technology, Inc.	Projection equipment	Optoma Technology, Inc.	529958-024
Proofpoint	Cybersecurity threat and compliance management	CDW Government, LLC	529958-025
Pulse Secure	Secure IT access	CNI Sales, Inc.	529958-026
QOMO HiteVision	Document cameras, monitors, digital signage, interactive boards, media carts, etc.	Qomo HiteVision, LLC	529958-027
Riverbed	SD-WAN, WAN optimization, application, performance management and other networking products	Presidio Networked Solutions, Inc.	529958-028
Samsara	Wireless sensor solutions for energy monitoring and fleet management	Samsara Networks, Inc.	529958-029
Targus Group International	Computer carrying cases and accessories	Unistar-Sparco Computers, Inc.	529958-030

Product Line	Product Line Description	Awarded Vendor	Contract Number
Teq iBlocks	STEAM project-based curriculum	Tequipment, Inc.	529958-031
ThreeSixty	Intercom, paging, mass notification and IP telephone systems	ThreeSixty, Inc.	529958-032
Unitrends	Backup, data protection and disaster recovery appliances	General Microsystems, Inc.	529958-033
Varidesks	Height-adjustable desks	CDW Government, LLC	529958-034
Vivacity Tech	Mobile device deployment and storage solutions	Vivacity Tech PBC	529958-035
WilsonPro	Cell phone signal boosters and accessories	Eastern Datacomm, Inc.	529958-036

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:

- PA - Aug. 27, 2019; Sep. 3, 2019; Sep. 5, 2019; Sep. 10, 2019
- Other - Aug. 27, 2019; Aug. 28, 2019; Sep. 3, 2019; Sep. 4, 2019; Sep. 10, 2019; Sep. 11, 2019

Newspapers of publication:

- 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:

- November 20, 2019

Term of contract:

- January 1, 2020 - December 31, 2021

D00800

THE DAILY ITEM
P. O. BOX 607
SUNBURY PA 17801-0607
(570)286-5671
Fax (570)988-5356



ORDER CONFIRMATION

Salesperson: BRENDA STEFFEN

Printed at 08/19/19 15:56 by bstef

Acct #: 527

Ad #: 624719

Status: New CHOLD

C S I U
CENTRAL SUSQ. INT. UNIT
90 LAWTON LANE
C/O BUSINESS OFFICE
MILTON PA 17847

Start: 08/27/2019 Stop: 09/10/2019
Times Ord: 3 Times Run: ***
STD 2.00 X 49.00 Words: 242
Total STD 98.00
Class: 117 BIDS
Rate: LEGDI Cost: 556.95
Affidavits: 1

Contact: HEATHER GEESAMAN
Phone: (570)523-1155ext
Fax#:
Email: hgeesaman@csiu.org
Agency:

Ad Descrpt: PEPPM 2020
Descr Cont: REQUEST FOR BIDS SEALED B
Given by: SUE MCDERMOTT
P.O. #: 20-A-00234
Created: bstef 08/16/19 14:23
Last Changed: bstef 08/19/19 15:56

COMMENTS:

run approved

PUB	ZONE	EDT	TP	RUN	DATES
DI	A	97	S	08/27	09/03,10
IN	A	97	S	08/27	09/03,10

AUTHORIZATION

Please sign to authorize ad approval.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

THE DAILY ITEM
P. O. BOX 607
SUNBURY PA 17801-0607
(570) 286-5671
Fax (570) 988-5356

ORDER CONFIRMATION (CONTINUED)

Salesperson: BRENDA STEFFEN

Printed at 08/19/19 15:56 by bstef

Acct #: 527

Ad #: 624719

Status: New CHOLD CH

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 for the PEPPM Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 8, 2019. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, 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. 29, 2019. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following request for bids:

- PEPPM 2020 Product Line Bid.

For more information about the request for 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: 8/27, 9/3 & 9/10/2019

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DI: 8/27, 9/3 & 9/10/2019

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

27th day of August & the
3rd & 10th days of September A.D. 2019

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
September A.D. 2019

Allan

Commonwealth of Pennsylvania - Notary Seal
DIANNE L ALLAN - Notary Public
Northumberland County
My Commission Expires Dec 10, 2022
Commission Number 1341876

p14900

PA Media Group
 2020 Technology Parkway
 Mechanicsburg, PA 17250



The Patriot News

ADM: 0009289599

CENTRAL SUSQ INTERMEDIATE UNIT
 93 LAWTON LN
 MILTON, PA 17847

Sales Rep: Marianne Aldridge
 Account Number: 9001
 ADR: 0009289599

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

Page 1 of 2

Date	Position	Description	P.O. Number	Ad Size	Costs
09/10/2019	Proposals_Bids PA	REQUEST FOR BIDS Sealed bids for technology equipment, software.	20-A-00203	1 x 45 L	
				Affidavit Notary Fee - 08/27/2019	\$5.00
				Basic Ad Charge - 08/27/2019	\$208.15
				Basic Ad Charge - 09/03/2019	\$208.15
				Basic Ad Charge - 09/10/2019	\$208.15
				Total	\$629.45

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL 717-265-6116



AD#: 0009289599

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Victoria Soto 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 08/27, 09/03, 09/10/2019

Victoria Soto

Principal Clerk of the Publisher

Sworn to and subscribed before me this 12th day of September 2019

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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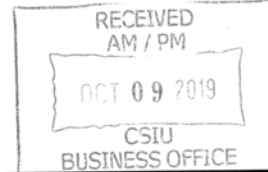
554500

Advertising Invoice

Standard Journal

21 N. Arch Street
Milton, PA 17847

Phone: 570-742-9671
Fax: 570-742-9876
URL:



1

Heather Geesaman
CSIU
15 Lawton Lane
MILTON PA 17847

Cust #: 01100055
Phone: (570)523-1155
Date: 09/10/2019
Due Date: 09/30/2019
Invoice #: 052014

Salesperson: **Ad Taker:** jd

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00034275	PO# 20-A-00232 Line Bid	08/27/2019	09/10/2019	3	155.24	0.00	155.24

Please return a copy with payment

Total Due 155.24

STANDARD JOURNAL

21 ARCH STREET
MILTON, PA 17847

Proof of Publication

Commonwealth of Pennsylvania
County of Northumberland

§

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

Joanne Delmonico

who being duly sworn according to the law, doth depose and say that she is the

Classified Advertising
Representative

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

8/27/19.....9/13/19.....9/10/19...

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

Joanne Delmonico

Sworn and subscribed before me this
.....5th.....day of *October*, 2019

Karen J. Hendricks
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Karen J. Hendricks, Notary Public
Milton Boro. Northumberland County
My Commission Expires Jan. 17, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Classifieds

Support Your Local Businesses

ADOPTION ANTIQUES/COLLECTIBLES APARTMENTS FOR RENT ARTICLES FOR SALE AUCTION NOTICE AUTOS FOR SALE
 BOATS & ACCESSORIES BUILDING (RESIDENTIAL) BUSINESS OPPORTUNITIES BUS. PROPERTY FOR SALE
 BUSINESS OPPORTUNITIES CEMETERY LOTS FOR SALE CLOTHING EVENING WEAR COMPANIES/SUPPLIES
 CONSTRUCTION CONTRACTS CRAFTS EMPLOYMENT OPPORTUNITIES
 FARM EQUIPMENT HEALTH CARE HOME SERVICES HOME SERVICES/REPAIRS
 HOUSES FOR SALE
 LUMBER/MATERIALS MISCELLANEOUS SERVICES/JOBS/EMPLOYMENT MOTORCYCLES FOR SALE
 MOTORCYCLES/ATVS MUSICAL INSTRUMENTS OPEN HOUSE PAINTING PERSONALS PETS PRODUCT FOR SALE
 REAL ESTATE FOR RENT REAL ESTATE FOR SALE

The Standard-Journal

Classifieds

In Print and Online at www.standard-journal.com

To Place An Ad Call **570-742-9077** Today!

Real Estate Review

Real Estate For Sale

All real estate advertising in this publication is subject to the Federal Fair Housing ACT of 1968 which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation or discrimination." This publication will not knowingly accept any advertising for real estate which is in violation of the law. All properties advertised in this publication are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. All properties subject to prior changes without notice. Neither the advertiser, or the Standard Journal are responsible for any typographical errors.

Legal Notices

ESTATE NOTICE

RE: ESTATE OF JEANNIE K. WEAVER AKA JEANNE K. WEAVER

Notice is hereby given that Letters Testamentary have been granted in the Estate of **Jeannie K. Weaver, aka Jeanne K. Weaver**, late of the Borough of Milton, Northumberland County, Pennsylvania. All persons indebted to the estate are requested to make immediate payment and those having claims or demands against the estate of the decedent shall present them without delay to:

Executrix:
 or to her attorney:
 Pamela J. Salsman 112 Hepburn Street Milton, PA 17847

Brian L. Kerstetter, JD
 3948 Westbranch Highway Lewisburg, PA 17837
 (570) 524-6020

Legal Notices

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Garage & Yard Sales

CENTRAL OAK HEIGHTS

75 Heritage Road, West Milton, PA will be holding a yard sale/craft sale, September 7, 2019 beginning @ 9 am followed by a car cruise-in @ 3 pm. Music provided by AMFlashback and food will be available.

Downsizing. Back yard play set, window/AC's, bikes, toys, house wares, linens, Christmas decor, everything but the kitchen sink! 1007 Betty Lane, Lewisburg, Sat. 9/7. 8 am-?

ESTATE YARD SALE

712 Main Street, Watstown. Fri. 9/6 & Sat. 9/7, 8am-4pm. Rain/Shine. Antiques, glassware, furniture, small appliances, quilts, sewing machine, garage items, vintage jewelry, Christmas, porcelain dolls, Much More! Must see items!

Garage sale at rear 44 Poplar Ave. Sat 9/7, 8am-4pm Something for everyone

Garage Sale. Rain or shine. Sept. 6 8am-4pm. Sept. 7 8am-12pm. End of Penn Street (off Brown Ave.) Milton.

Help Wanted

ELIZABETH'S BISTRO

Lewisburg
 Join Our Team!
 Lunch Cook and Wait Staff
 willing to train right person
 (570) 523-8088
 Ask for Melissa or Ron

Misc. Notices

ADVERTISERS

The Standard Journal assumes responsibility for one wrong insertion. It is the responsibility of the advertiser to notify us if there are any changes to be made.

Standard Journal
 570-742-9671
 fax: 570-742-9876

Misc. Notices

Reader Notice: This newspaper will never knowingly accept any advertisement that is illegal or considered fraudulent. If you have questions or doubts about any ads on these pages, we advise that before responding or sending money ahead of time, you check with the local Attorney General's Consumer Fraud Line and/or the Better Business Bureau. Also be advised that some phone numbers published in these ads may require an extra charge. In all cases of questionable value, such as promises or guaranteed income from work-at-home programs, money to loan, etc., if it sounds too good to be true-- it may in fact be exactly that. This newspaper cannot be held responsible for any negative consequences that occur as a result of you doing business with these advertisers. Thank you

Letter policy

The Standard Journal welcomes letters to the editor and encourages the use of this forum as a means of active community involvement.

Our goal is to run all signed letters to the editor in a timely manner with as little editing as possible. We ask that letters be typed, neatly printed, or emailed, and that writers be brief, making their points concisely. Only the name and hometown of letter writers will be published in the newspaper. However, submissions must include the author's name (typed or printed), signature (written submissions), address and telephone numbers.

We reserve the right to reject any copy or letters, but will do so only on rare occasions, typically when what is written prompts legal or ethical concerns, or when the letter is unusually lengthy. In some cases, however, we will contact writers to suggest changes that could make their letters acceptable for print.

Your opinion counts! Please write to: Letters to the Editor, The Standard-Journal 21 Arch

Misc. Notices

St., Milton, PA 17847 or email newsroom@standard-journal.com

The Standard-Journal guidelines for political news coverage, letters and political advertising News and editorial coverage

1. The newspaper does not endorse candidates for local, state or national office.
2. When a person announces his or her candidacy, the newspaper will run a news story and photo at no charge.
3. The newspaper will publish news stories about write-in campaigns, provided the information is given to the newspaper in a timely manner ahead of the election.
4. Election-related news coverage beyond or in exception to what is stated above will be at the discretion of the editor in the name of reader interest and information and will be done with fairness to all candidates.

Letters to the editor

1. The newspaper does not publish letters that endorse local political candidates based on their record, reputation and qualifications. (This constitutes paid political advertising.)
2. Election-related letters must deal with pertinent issues.
3. The newspaper strongly encourages writers to limit election-related letters to 250 words. A letter to the editor from a candidate explaining that candidate's platform will be accepted. Declared candidates for contested positions will be solicited by the editor to provide their platforms as well.
4. All letters to the editor of a political nature must be received at the newspaper office at least 10 days before the election. (Two Saturdays prior to Election Day.)
5. The exception to the 10-day rule is a response to a previous letter of an attacking or derogatory nature. In the name of fairness, the newspaper will accept such a response after the deadline, provided it is written and delivered promptly to the editor's desk (See

Misc. Notices

6. Responses may rebut charges, innuendos or misstatements of fact from the initial letter, but may not present new charges or level inflammatory counterattacks on the opposing political camp.
6. Under no circumstances will any election-related letter be published after the Friday immediately prior to Election Day.
7. In the case of questionable content (e.g. statements of fact that are suspect, assaults on a candidate's character or moral standards, etc.), the newspaper will follow its established letters policy to satisfy its ethical and legal concerns. Any suggested changes to letters will be cleared with their authors.
8. All letters must be signed and include an address and telephone number. (Phone numbers are for questions and verification purposes only and will not be published).

Political advertising

1. All political advertising is charged at the prevailing open rate.
2. All political advertising must be paid for in advance.
3. All political advertising must carry a line reading "Authorized By...", or Paid For By.... If authorized by the candidate, his authorized political committee or their agents, the ad must clearly state such. If not authorized the ad must clearly and specifically state the name of the person, committee or organization who placed or financed the ad. (Personal identification may be requested.) In the case of committees, groups and organizations, they must be established, registered and/or reasonably identifiable to the newspaper's readers. If not, the name of the treasurer or another officer may be required.
4. The phrase PAID POLITICAL ADVERTISEMENT, by itself is insufficient.
5. Guaranteed position is an additional 25 percent of the cost of the ad. Subject to availability.
6. No political ads of a derogatory or attacking

Want Ads Do It All!

Buy•Sell
 Rent•Trade
 Advertise today!

STANDARD JOURNAL

21 N. ARCH STREET, MILTON

570-742-9077

Classifieds

Support Your Local Businesses

ADOPTION ARTICLES/COLLECTIBLES APARTMENTS FOR RENT ARTICLES FOR SALE AUCTION NOTICE AUTOS FOR SALE BOATS & ACCESSORIES BUSINESS OPPORTUNITIES CHILDREN'S SERVICES CLEANING/MAINTENANCE COMMERCIAL REAL ESTATE CONSTRUCTION CONTRACTS EMPLOYMENT/RECRUITING FARM & RANCH REAL ESTATE FURNITURE GARDENING/PLANTS HOME SERVICES/REPAIRS HOUSING/RENTAL HOMES/PROPERTY FOR SALE MOTORCYCLES/PARTS MUSICAL INSTRUMENTS OPEN HOUSE PAINTING PERSONALS/NOTES PRODUCT FOR SALE REAL ESTATE SERVICES

The Standard-Journal Classifieds

In Print and Online at www.standard-journal.com

To Place An Ad Call **570-742-9077** Today!

Real Estate Review

Real Estate For Sale

All real estate advertising in this publication is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation or discrimination." This publication will not knowingly accept any advertising for real estate which is in violation of the law. All properties advertised in this publication are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. All properties subject to prior changes without notice. Neither the advertiser or the Standard Journal are responsible for any typographical errors.

To place your ad in the Real Estate Review call **570-742-9077**.

Legal Notices

ORPHANS' COURT NOTICE

The following accounts have been filed with the Clerk of the Orphans' Court and will be presented to the court of Common Pleas 17th Judicial District at Union County, Pennsylvania September 26, 2019.

Dorothy Ottmeier Estate

Patricia Carroll, Executrix
Date: September 6, 2019
Diane Miller, Acting Clerk of the Orphans' Court

Public Hearing Notice

The Northumberland County Area Agency on Aging will hold a Public Hearing on the 2019-2020 Budget Proposal on Thursday, September 26, 2019 at 9:00 A.M. at the Northumberland County Area Agency on Aging Office Complex 322 North Second Street, Sunbury, PA 17801.

NORTHUMBERLAND COUNTY BOARD OF COMMISSIONERS
Richard J. Schock, Chairman
Samuel J. Schiccatano, Vice Chairman
Kymberley L. Best, Maryrose B. McCarthy, Chief Clerk

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Pets

Chocolate Lab puppies
\$350.00 each
(570)547-6343

Motorcycles/ATVs

2003 Arctic Cat 4-wheeler with snow blow. Mileage, 528 used very little, has a winch and new Reese hitch. Reason for selling due to health reasons, if interested call 570-437-3873 morning hours, or 70-220-3222 leave message.

ADVERTISERS

The Standard Journal assumes responsibility for one wrong insertion. It is the responsibility of the advertiser to notify us if there are any changes to be made.

Standard Journal
570-742-9671
fax: 570-742-9876

Reader Notice: This newspaper will never knowingly accept any advertisement that is illegal or considered fraudulent. If you have questions or doubts about any ads on these pages, we advise that before responding or sending money ahead of time, you check with the local Attorney General's Consumer Fraud Line and/or the Better Business Bureau. Also be advised that some phone numbers published in these ads may require an extra charge. In all cases of questionable value, such as promises or guaranteed income from work-at-home programs, money to loan, etc., if it sounds too good to be true - it may in fact be exactly that. This newspaper cannot be held responsible for any negative consequences that occur as a result of you doing business with these advertisers. Thank you.

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

Want Ads Do It All!

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STANDARD JOURNAL

21 N. ARCH STREET, MILTON

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Sales and Service Directory

EVERY TUESDAY IN THE CLASSIFIEDS

To advertise in the Service Directory call **570-742-9671**

CLEANING

For Complete Residential or Commercial Cleaning

Call **McCormick's Office Maintenance**
White Deer, Pa.
Phone **570-538-2794**

MANUFACTURED HOMES

NEW & Pre-owned Manufactured Home Sales, Listings, Financing Available, Insurance, Durabilt Awnings, King's Mini-Barn Sheds, Central A/C, Doors, Windows, Accessories.

Astro Village Listing Service
25 Old Farm Lane, Milton
Call 570-742-8519
E-mail: marcie@astrovillage.net

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"WE TOP THEM ALL"

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- DRIVEWAYS
- PARKING LOTS
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SHIVELY ELECTRIC INC.
P.O. BOX 84 RT 405 DEWART PA 17520
ELECTRIC CONSTRUCTION, MAINTENANCE AND DESIGN FOR INDUSTRIAL, COMMERCIAL AND RESIDENTIAL WIRING

EMERGENCY POWER WIRING
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MANUFACTURED HOMES

Brookfield Manor

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Rally Home Sales
New or Used Homes
At Allenwood, go into Dewart and right onto Turbot Avenue

Call or Come By Today **570-538-3322**

NEW OR RESURFACING
COMPLETE PREPARATION INCLUDING EXCAVATING — GRADING — DRAINAGE locally owned & operated for over 35 years.

FAIRCHILD BROTHERS INC.
P.O. BOX 198 — free estimates — WINFIELD, PA 17889 **570-524-9255**
Pa. Lic. 4121



300 E. Cromwell Street
Baltimore, Maryland 21230
tel: 410/332-6000
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 6411114

Sold To:
CSIU Cooperative Purchasing - CU00667644
90 Lawton Ln
Milton,PA 17847-9756

Bill To:
CSIU Cooperative Purchasing - CU00667644
90 Lawton Ln
Milton,PA 17847-9756

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

Aug 27, 2019; Sep 03, 2019; Sep 10, 2019

The Baltimore Sun Media Group

By S. Wilkinson

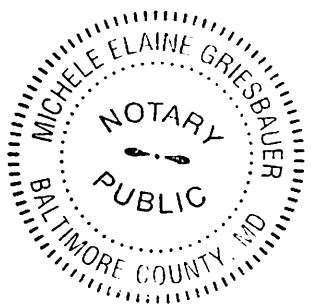
Legal Advertising

Subscribed and sworn to before me this 10 day of Sept, 2019,

By Michele Elaine

Notary Public

My commission expires 10/5/23



Reach more than 1 million readers a week!

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It's fast and easy!

LEGAL NOTICES

Notice to Bidders

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 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 8, 2019. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, at the CSIU, 90 Lawton Lane, Milton, PA 17847.

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• PEPPM 2020 Product Line Bid.

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For more information about the request for 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.
6411114 08/27, 09/03, 09/10/19

NOTICE OF APPLICATION FOR MERGER AND ACQUISITION OF

OLD LINE BANCSHARES, INC. BY WESBANCO, INC.

Notice is hereby given by the Applicant, Wesbanco, Inc. ("Wesbanco"), One Bank Plaza, Wheeling, West Virginia, 26003, that it will apply to the Federal Deposit Insurance Corporation for prior approval to engage in a merger transaction with Old Line Bancshares, Inc. ("OLB"), 1525 Pointer Ridge Place, Bowie, MD 20716, with Wesbanco being the surviving entity thereof. As part of the transaction, it is anticipated that Old Line Bank, a wholly-owned, federally-insured, depository institution subsidiary of OLB, will be merged with and into Wesbanco Bank, Inc., a wholly-owned, federally-insured, depository institution subsidiary of Wesbanco, with Wesbanco Bank, Inc. being the survivor thereof.

Any person wishing to comment on this application may file his or her comments in writing with the regional director of the Federal Deposit Insurance Corporation at the appropriate FDIC office located at 10 Tenth St., N.E., Suite 800, Atlanta, GA 30309, not later than September 26, 2019. The nonconfidential portions of the application are on file at the appropriate FDIC office and are available for inspection during regular business hours. Photocopies of the nonconfidential portions of the application will be made available upon request.

The public is also invited to submit written comments regarding this Application to the West Virginia Division of Financial Institutions. Write: Commissioner, West Virginia Division of Financial Institutions, 900 Pennsylvania Avenue, Suite 306, Charleston, WV 25302.
6422051 08/27, 09/09, 09/21/19

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 Pocket.

CARROLL COUNTY FORECLOSURE

**BWW Law Group, LLC
6003 Executive Blvd., Suite 101
Rockville, MD 20852 (301) 961-6555
SUBSTITUTE TRUSTEES' SALE
OF REAL PROPERTY AND
ANY IMPROVEMENTS THEREON
1186 EMERALD RIDGE DR.
WESTMINSTER, MD 21158**

Under a power of sale contained in a certain Deed of Trust dated October 19, 2005 and recorded in Liber 4647, Folio 736 among the Land Records of Carroll County, MD, with an original principal balance of \$296,875.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

SEPTEMBER 6, 2019 AT 9:41 AM

ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon situated in Carroll County, MD and more fully described in the aforesaid Deed of Trust.

The property, and any improvements thereon, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$25,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. Any deferred water and sewer charges that purports to cover or defray cost during construction of public water or wastewater facilities constructed by the developer and subject to an annual fee or assessment are to be paid by the purchaser to the lienholder and are a contractual obligation between the lienholder and each owner of this property, and is not a fee or assessment imposed by the county. Any right of prepayment or discount for early prepayment of water and sewer charges may be ascertained by contacting the lienholder. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-

**BWW Law Group, LLC
6003 Executive Blvd., Suite 101
Rockville, MD 20852 (301) 961-6555
SUBSTITUTE TRUSTEES' SALE
OF REAL PROPERTY AND
ANY IMPROVEMENTS THEREON
2111 WARREN WAY DR.
WESTMINSTER, MD 21157**

Under a power of sale contained in a certain Deed of Trust dated April 7, 2006 and recorded in Liber 4832, Folio 412 and re-recorded in Liber 4995, Folio 668 among the Land Records of Carroll County, MD, with an original principal balance of \$480,000.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

SEPTEMBER 6, 2019 AT 9:43 AM

ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon situated in Carroll County, MD and more fully described in the aforesaid Deed of Trust.

The property, and any improvements thereon, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$46,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. Any deferred water and sewer charges that purports to cover or defray cost during construction of public water or wastewater facilities constructed by the developer and subject to an annual fee or assessment are to be paid by the purchaser to the lienholder and are a contractual obligation between the lienholder and each owner of this property, and is not a fee or assessment imposed by the county. Any right of prepayment or discount for early prepayment of water and sewer charges may be ascertained by contacting the lienholder. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-

**BWW Law Group, LLC
6003 Executive Blvd., Suite 101
Rockville, MD 20852 (301) 961-6555
SUBSTITUTE TRUSTEES' SALE
OF REAL PROPERTY AND
ANY IMPROVEMENTS THEREON
212 OAK ST.
MOUNT AIRY, MD 21771**

Under a power of sale contained in a certain Deed of Trust dated September 29, 2004 and recorded in Liber 4269, Folio 397 among the Land Records of Carroll County, MD, with an original principal balance of \$248,000.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

SEPTEMBER 6, 2019 AT 9:42 AM

ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon situated in Carroll County, MD and more fully described in the aforesaid Deed of Trust.

The property, and any improvements thereon, will be sold in an "as is" condition and subject to conditions, restrictions and agreements of record affecting the same, if any, and with no warranty of any kind.

Terms of Sale: A deposit of \$18,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. Any deferred water and sewer charges that purports to cover or defray cost during construction of public water or wastewater facilities constructed by the developer and subject to an annual fee or assessment are to be paid by the purchaser to the lienholder and are a contractual obligation between the lienholder and each owner of this property, and is not a fee or assessment imposed by the county. Any right of prepayment or discount for early prepayment of water and sewer charges may be ascertained by contacting the lienholder. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property from the date of sale. The sale is subject to post-

Selling your

LEGAL NOTICES

Notice to Bidders

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 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 8, 2019. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, at the CSIU, 90 Lawton Lane, Milton, PA 17847.

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- PEPPM 2020 Product Line Bid.

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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.

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The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.
6411114 08/27, 09/03, 09/10/19

NOTICE OF TERMINATION OF PARENTAL RIGHTS ACTION TO: Dawn Aguilar
DOB: 11/4/1980, Respondent
Michael Carroll DOB: 4/14/1981, Respondent
FROM: Confidential Clerk of Family Court

DSCYF, Petitioner, has brought a civil action (Petition number 19-05983) against you to terminate your parental rights of your child(ren):
Minor Male, DOB: 1/14/2017

A hearing has been scheduled at the Family Court, 500 N. King Street, Wilmington, Delaware, on 09/26/19 at 09:00 am.

If you do not appear at the hearing, the Court may terminate your parental rights without your appearance.

IF YOU WISH TO BE REPRESENTED BY AN ATTORNEY IN THIS MATTER BUT CANNOT AFFORD ONE, YOU MAY BE ENTITLED TO HAVE THE COURT APPOINT AN ATTORNEY TO REPRESENT YOU FOR FREE. FOR MORE INFORMATION, PLEASE CONTACT THE CONFIDENTIAL CLERK AT FAMILY COURT, (302) 255-2507

NOTICE OF PUBLIC SALE
Self-storage Cube contents will be sold for cash by CubeSmart to satisfy a lien for rental on September 12, 2019 at approx. 11:00 AM at www.storage-treasures.com.

The contents of approximately 36 Cubes will be sold.
6416842 09/03/19

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 Pocket.

AUCTIONS

Douglas C. Lauenstein, P.A., Attorney
8900 Belair Road, Nottingham, MD 21236

REAL ESTATE AUCTION
\$150,000 Suggested Opening Bid

LUTHERVILLE-TIMONIUM

"Yorkshire"
CIRCA 1943
BUNGALOW
Sale On Premises
9 BELFAST ROAD
Off York Road,
South of Timonium Road
Baltimore County, MD 21093

WED., SEPT. 4 AT 12:30 P.M.

A \$15,000 cashier's check deposit is required to bid. Please see our website or call for complete details, photos & terms. No buyer's premium. Estate of Karlheinz Mueck

A. J. BILLIG & CO.
AUCTIONEERS
Real Estate Specialists
410-296-8440
www.ajbillig.com

Geoffrey L. Forman, Solicitor
Cohen & Forman, LLC
334 St. Paul Pl. 21202

TRUSTEES' AUCTION
HAMPDEN

Two Story, Porchfront
BRICK TOWNHOME
- Partially Renovated Shell -
Sale On Premises
1003 W. 38TH ST.
Off Roland Ave. 21211

WED., SEPT. 11 AT 2:00 P.M.

Two story, covered porch-front, inside-group brick townhome, built in 1880, containing 798 sq. ft. of living area and 364 sq. ft. of basement space. The home was being renovated into a two-bedroom, two-bath home with new kitchen, baths, flooring and HVAC. Lot size 13'3" x 60' m/v. In fee simple. No Buyer's Premium

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410-296-8440
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Selling your

AUCTIONS

REAL ESTATE AUCTIONS

Johns Hopkins Hospital Area / C.A.R.E

12 PROPERTIES

Sales On Premises
TUESDAY, SEPTEMBER 10, 2019

AT 11:00 A.M.
2245-2249 MCELDERRY ST.
Baltimore City, MD 21205

One story building & two shell homes.

2207-2211 MCELDERRY ST.
Baltimore City, MD 21205

Two story end-of-group townhome with two additional lots.

AT 11:30 A.M.
400 N. PATTERSON PARK AVE.
Baltimore City, MD 21231

Three story end-of-group townhome

AT 11:45 A.M.
401 & 405-411 N. BRADFORD ST.
Baltimore City, MD 21224

Five lots currently in use as a parking lot.

A \$2,500 cashier's check deposit, for each property, is required to bid. Please see our web site or call for complete details, photos & terms.

A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS
Real Estate Specialists www.ajbillig.com

REAL ESTATE AUCTION

HAMPDEN

FREESTANDING BUILDING, WAREHOUSE & 4 TOWNHOMES
- 0.31± Acre Total -
- Exceptional Development Potential -

Known As:
3423, 3425, 3427, 3429-3435 CHESTNUT AVENUE
Baltimore City, MD 21211

Sale On Premises
THURS., SEPT. 12, 2019 AT 11:00 A.M.

A \$10,000 deposit for each property, \$20,000 for 3429 Chestnut Ave. and \$60,000 if sold as an entirety, payable by cashier's check, is required to bid. Please see our web site or call for complete details, photos & terms.

A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS
Real Estate Specialists www.ajbillig.com

PUBLIC AUCTION

BUTCHERS HILL

FREESTANDING RESTAURANT BUILDING
- Adjoining Castle Street Park -

7-Day Liquor License * Furniture, Fixtures & Equipment

Sale On Premises
2031 E. FAIRMOUNT AVENUE
Known As: "The Life of Reilly"
Baltimore City, MD 21231

THURS., SEPT. 12, 2019 AT 2:00 P.M.

- Suggested Opening Bid: \$250,000 -
A \$25,000 cashier's check deposit is required to bid. Please see our web site or call for complete details, photos & terms.

A. J. BILLIG & CO. 410-296-8440
AUCTIONEERS
Real Estate Specialists www.ajbillig.com

REAL ESTATE AUCTION

COLDSTREAM-HOMESTEAD-MONTEBELLO
MIXED USE BUILDING

Philip A. Petty, Esquire
3545 Ellicott Mills Dr., Ste. 314
Ellicott City, MD 21043

ESTATE SALE
FRANKFORD
END-OF-GROUP TOWNHOME
Sale on Premises

MARYLAND 21221

You are hereby notified that:

1. Filing of Petition
A petition has been filed for the Adoption of DAMIEN ALEXANDER GRAMMER a male child, who was born at University of Maryland St. Joseph Medical Center, Towson, Baltimore County, State of Maryland on June 12, 2010 (9 years of age).

2. Right to Object; Time for Objecting

If you wish to object to the Petition for Adoption you must file a notice of objection with the clerk of the court at the Baltimore County Circuit Court, 40J Bosley Avenue, Towson, Maryland 21285 by 10/11/19. Entered; Clerk, Circuit Court for Baltimore County, MD August 14, 2019

WHETHER THE PETITION REQUESTS ADOPTION OR GUARDIANSHIP, IF YOU DO NOT MAKE SURE THAT THE COURT RECEIVES YOUR NOTICE OF OBJECTION ON OR BEFORE THE DEADLINE STATED ABOVE, YOU HAVE AGREED TO A TERMINATION OF YOUR PARENTAL RIGHTS.

3. Right to an Attorney
(a) You the right to speak with an attorney or obtain independent legal advice.
(b) An attorney may already have been appointed for you. If you have been notified that an attorney has been appointed for you, you should speak immediately with that attorney.
(c) If an attorney has not already contacted you, you may be entitled to have the court appoint an attorney for you if:

- (1) You are the person to be adopted and:
 - (A) you are at least 10 years old; and
 - (B) you have a disability that makes you unable to participate effectively in the adoption case; OR
- (2) You are a parent to the person to be adopted and:
 - (A) you are under 18 years of age; or
 - (B) you have a disability that makes you unable to participate effectively in the adoption case.

IF YOU BELIEVE YOU ARE ENTITLED TO HAVE THE COURT

Pocket

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6411114 08/27, 09/03, 09/10/19

Notice of Public Sale

days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. Any deferred water and sewer charges that purports to cover or defray cost during construction of public water or wastewater facilities constructed by the developer and subject to an annual fee or assessment are to be paid by the purchaser to the lienholder and are a contractual obligation between the lienholder and each owner of this property, and is not a fee or assessment imposed by the county. Any right of prepayment or discount for early prepayment of water and sewer charges may be ascertained by contacting the lienholder. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. Sub. Trustees will convey either marketable or insurable title. If they cannot deliver one or the other, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is return of the deposit without interest. (Matter No. 337527-1)

PLEASE CONSULT WWW.ALEXCOOPER.COM FOR STATUS OF UPCOMING SALES

Howard N. Bierman, Carrie M. Ward, et. al.,
Substitute Trustees



TOWSON OFFICE WASHINGTON DC OFFICE
410-828-4838 800-272-3145

WWW.ALEXCOOPER.COM

36-D Sept. 3, 10, 17

6422842

days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due from the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of current year's real property taxes are adjusted as of the date of sale, and thereafter assumed by the purchaser. Taxes due for prior years including costs of any tax sale are payable by the purchaser. Purchaser is responsible for any recapture of homestead tax credit. All other public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer charges, ground rent, whether incurred prior to or after the sale to be paid by the purchaser. Any deferred water and sewer charges that purports to cover or defray cost during construction of public water or wastewater facilities constructed by the developer and subject to an annual fee or assessment are to be paid by the purchaser to the lienholder and are a contractual obligation between the lienholder and each owner of this property, and is not a fee or assessment imposed by the county. Any right of prepayment or discount for early prepayment of water and sewer charges may be ascertained by contacting the lienholder. All costs of deed recordation including but not limited to all transfer, recordation, agricultural or other taxes or charges assessed by any governmental entity as a condition to recordation, are payable by purchaser, whether or not purchaser is a Maryland First Time Home Buyer. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. Sub. Trustees will convey either marketable or insurable title. If they cannot deliver one or the other, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is return of the deposit without interest. (Matter No. 322968-1)

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37-B Sep. 10, 17, 24

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Date	Position	Description	P.O. Number	Costs
09/10/2019	Request For Pro NJ	REQUEST FOR BIDS Sealed bids for technology equipment, software,	20-A-00235	
			Ad Size	
			2 x 54 L	
			Affidavit Fee - 09/27/2019	\$25.00
			Basic Ad Charge - 09/10/2019	\$93.96
			Total	\$118.96

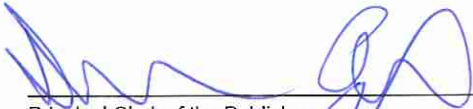
CLAIMANTS CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>10/1/2019</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____	_____
Date: _____	Signature: _____



State of New Jersey,) ss
County of Middlesex)

Darian Alexander being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that Times of Trenton is a public newspaper, with general circulation in Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, and Somerset 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):

Times of Trenton 08/27, 09/03, 09/10/2019



Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of October 2019

Notary Public

COREY PRISCO
Notary Public, State of New Jersey
My Commission Expires
March 28, 2024



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 Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 8, 2019. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, 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. 29, 2019. Interested bidders must register and select a time at www.peppm.org/bids.

Bids will be received under the following request for bids:

- PEPPM 2020 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 request for 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.

8/27, 9/3, 10/19 THE TIMES \$93.96

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CENTRAL SUSQUEHANNA INTERMEDIATE UNIT	Account Number:	600064762
90 LAWTON LANE	Order Number:	0004071208
MILTON, PA 17847	Order Invoice Text:	PEPPM 2020 Product

T Tomes / R Bernard / T Duquette / P Sheehan / A Rubel 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

08-28-2019, 09-04-2019, 09-11-2019

Renee E Bernard 10/10/19
Renee E Bernard

Sworn to before me, this 10 day of October 2019.

[Signature]

SUSAN QUINE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01QU6396414
Qualified in Rensselaer County
Commission Expires August 19, 2023

Notary Public
Albany County

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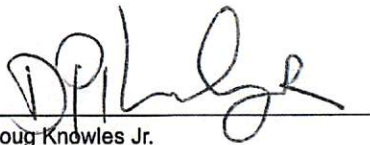
9/11/19

To Whom It May Concern:

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

Central Susquehanna Intermediate Unit's public notice was published within the Public Notice Section of the USA Today newspaper on the following dates:

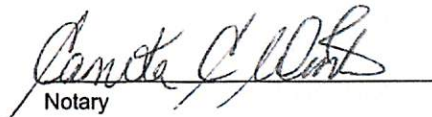
August 27th, September 3rd, September 10th, 2019



Doug Knowles Jr.

Account Executive

On this 11th day of September, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.



Notary

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

MUSIC

Battle over 'Baby Shark' song gets bloody

Maggie Gilroy
Binghamton Press & Sun-Bulletin
USA TODAY NETWORK

Johnny Only's fans don't always call him by name.

To some, Only is known as "the Baby Shark Guy." After years of performing his own version of the popular "Baby Shark" tune, the New York-based children's entertainer and DJ, whose legal name is Jonathan Wright, became almost synonymous with the song.

So, when a Korean YouTube video of

the "Baby Shark" song went viral, it sounded familiar.

A little too familiar.

With the help of Korean attorney K.S. Chong — known for representing pop star PSY, of the hit "Gangnam Style," in a 2015 real estate battle — Only is suing Korean entertainment company SmartStudy, the owner of "Baby Shark" creator Pinkfong, and claiming copyright infringement.

While the text of the lawsuit is in Korean and has not been translated to English, Chong said the suit is seeking damage compensation and demands Pinkfong stop the infringement.

If damage compensation is awarded, it will be determined by the judge after the hearings are closed, Chong said.

In an emailed statement, a communications representative from SmartStudy responded to the suit, stating "Pinkfong's 'Baby Shark' is based on a traditional singalong chant which has passed to public domain. Produced by SmartStudy, we are the producer and publisher, we own and control 100% of Pinkfong Baby Shark."

Chong said the case is underway at the Seoul Central District Court. The first hearing was in July, and the Korea Copyright Commission will soon review the two songs.

Only thinks it was several decades ago when he first heard "Baby Shark." He was entertaining at a camp for pre-teens and teens, and listened to the campers sing the popular song.

Later, he became a toddler music entertainer. But he couldn't add the camp version to his repertoire. It wasn't appropriate for his audience.

While versions of the song vary, it's traditionally gory.

"The whole point of the song is the scary shark attack. The narrator typically loses limbs and dies from it," Only said. "There would be a verse and motions for every part of the attack."

The chant typically is sung without music, and includes bloody details in its lyrics that detail a shark attack. Lyrics including "lost an arm do do do do do do" and "lost a leg do do do do do do" often are sung with children waving around their arms and legs.

"The object of the chant was to improve details and motions," Only said. "For example, the counselors might break the campers up into groups and ask them to come up with their own version and then perform for each other."

While entertaining toddlers, Only found the importance of songs incorporating motions along with the lyrics. So, as he wanted to share the song with younger audiences, Only created his own version.

"I realized that the baby shark chant could be made into a toddler-aged children's song if I changed the words and added music," he said. "So I did."

Only said he published his version of "Baby Shark" on Sept. 1, 2011.

A YouTube video of Only singing the song beside a pool with a group of children is dated Sept. 25, 2011, and is labeled the "non-dismemberment version."

The single also is available for 99 cents on Amazon music and iTunes, or included with Only's "Banana Ram Sam Interactive" album. (The album is \$8.99 on Amazon Music and \$9.99 on iTunes).

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TRAVEL

United extends cancellations of Boeing 737 Max

David Oliver
USA TODAY

The Boeing 737 Max cancellations have been extended once again.

United announced Friday that it would keep the planes out of commission until Dec. 19, just ahead of the busy holiday travel season. Previously, the airline said the aircraft would be off its schedule through Nov. 3, already a month longer than its original plan.

The airline expects to cancel thousands of flights in the coming months as a result of the continued grounding:

- September: About 70 flights per day (2,100 for the month)
- October: About 95 flights per day (2,900 for the month)
- November: About 93 flights per day (2,800 for the month)



United Airlines will keep its 737 Max planes out of commission until Dec. 19. JEREMY DWYER-LINDGREN FOR USA TODAY

■ December: About 96 flights per day (1,700 for part of the month)

American Airlines, the world's largest carrier, said last month it was taking the Boeing 737 Max out of its schedule through Nov. 2.

Southwest Airlines said last month it had removed the Boeing 737 Max 8 from its schedule through Jan. 5.

The Max has been grounded since March 13 following two crashes in less than five months that killed 346 passengers and crew. American has 24 Max 8s and United has 14 Max 9s.

Airlines have kept the Max in their schedule for future travel since the grounding because they expect it to come back. They have had to repeatedly pull it from their schedules an additional month or two at a time.

Contributing: Dawn Gilbertson

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<p>Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, at the CSIU, 90 Lawton Lane, Millon, PA 17847.</p>	<p>DONATE ANY CAR OR TRUCK ANY CONDITION GET AN IRS DEDUCTION AND FIGHT BREAST CANCER CALL 24/7 FOR FREE PICKUP 800 448 1964</p>	<p>BUSINESS CAPITAL Equipment Loans \$25,000 and up Good or Bad Credit OK Nationwide Call Atlas Equipment Finance 984-989-5005 http://atlasequipmentfinance.com</p>	<p>MAKE BIG MONEY BETTING SPORTS! Potential to make over \$100K your first year as a Sports Handicapper! Learn the Ins and Outs of the sports business With one of the most Powerful Men in sports betting Call for more information: (800) 637-1997 Free Football Winners at jewisports.com</p>	<p>MARKETPLACE MERCHANDISE Novelty Products At low cost for Adults & Children BrooklynNovelties.com</p>
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Institute

Continued from Page 1D

writer's work, and Luke and Co. in the Institute reflect everything from the psychic-kid-on-the-run theme of "Firestarter" to the type of youthful power in King's novels that so inspired "Stranger Things."

"I think we're all losers," one girl says, a not-so-subtle reference to the Losers' Club of "It." (It's also probably no coincidence this book's releasing on the heels of "It: Chapter Two" in theaters - it's King's world, man, and we're just avoiding the clowns.)

Yet even though King's writing still has the gumption, folksiness and, sure, full-on creepiness his Constant Readers have always loved, "The Institute" is missing the appealing vim and vigor displayed in the author's recent foray into detective work with the outstanding "Mr. Mercedes" trilogy and spinoff-of-sorts "The Outsider." Those works -



Author Stephen King returns to familiar themes in "The Institute." SHANE LEONARD

and last year's surprisingly uplifting "Elevation" - felt like an icon stretching himself, and you don't have to be a psychic to figure out there's a lot of "been there, read that" with "The Institute."

That said, King does well inserting a certain modern relevancy, and not just with the subtle shots (and others, not so much) at his social-media foil, Donald Trump. One rural Southern area is described as a place where "Obamacare is looked upon as a libtard blasphemy, and a trip to Walmart is considered an occasion." There are certain aspects of Luke's situation that eerily resemble what's happening in real life with kids at the Mexican border, though in other instances it's like the X-Men if Professor X was a sadistic stooge always trying to save his own keister.

With "The Institute," King leans into the theme of "great events" happening with the smallest of decisions as well as the world-changing power of togetherness. And in that case, it's a frequent lesson he extols that never gets old.

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NOTICES	BUSINESS	FINANCIAL SERVICES	MARKETPLACE
<p>PUBLIC NOTICE</p>	<p>BUSINESS OPPORTUNITIES</p>	<p>CBD WATER</p>	<p>HEALTH / FITNESS</p>
<p>REQUEST FOR BIDS</p> <p>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 for the PEPPM Technology Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 8, 2019.</p> <p>Bids shall be received electronically at www.epylon.com.</p> <p>Bids will be publicly opened and read aloud at 9 a.m., Eastern Time, Wednesday, Oct. 9, 2019, at the CSIU, 90 Lawton Lane, Milton, PA 17847.</p> <p>Interested bidders must register to access and secure the bid documents online at www.epylon.com. There is no charge to register.</p> <p>An optional pre-bid meeting will be held on Thursday, Aug. 29, 2019. Interested bidders must register and select a time at www.peppm.org/bids.</p> <p>Bids will be received under the following request for bids: PEPPM 2020 Product Line Bid.</p> <p>For more information about the request for 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 applicable prevailing wage laws and rates. 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>Minneapolis Based Company Expanding Across Nation</p> <p>We need sales reps with an excellent opportunity to move up into sales management. Excellent commissions!</p> <p>We train. Roofing/Construction experience a plus.</p> <p>Send resume to District Manager at: tcs1982@slie.email</p> <p>Try CBD Hemp Business Opp. Avail.</p> <p>Next Billion Dollar Industry Ground Floor Positions Avail Free Personalized Website No Credit Card Required www.EarnWithHemp.com or call 1-860-248-4000</p>	<p>40% APR, P&I PD MONTHLY</p> <p>INSURED COLLATERALIZED \$4000. PER INVESTMENT MULTIPLE AVL. REGULATION D FILING</p> <p>985-630-6485</p> <p>BUSINESS CAPITAL</p> <p>Get Up To \$500k In 24 hours.</p> <p>Free Gift With Working Capital Quote! 888-465-0247 www.vitalcashflow.com Redemption code #8102</p>	<p>Macular Degeneration, Cataract, Glaucoma</p>  <ul style="list-style-type: none"> • How to heal without injections! • Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate. • Discover how STEM CELLS can help your vision. <p>1-800-430-9328 www.USAEyeReport.com Edward Kondrot, MD Board Certified Ophthalmologist</p> <p>Attention Diabetics! NO More Finger Pricking Get Your New GCM Devices</p> <p>Covered by Medicare (must test/inject 4+ x a day) 855-629-5927</p> <p>IVC FILTER WARNING</p> <p>THE FDA HAS ISSUED A WARNING TO ALL IVC FILTER PATIENTS THESE IVC FILTERS MAY CAUSE SERIOUS INJURIES IF YOU OR YOUR LOVED ONE HAD AN IVC FILTER IMPLANTED YOU MAY BE ENTITLED TO FINANCIAL COMPENSATION THERE ARE NO FEES UNLESS YOU GET A SETTLEMENT. CALL NOW FOR A FREE LEGAL CONSULTATION Call now: 800-340-1530 (24/7)</p> <p>TALCUM POWDER WARNING</p> <p>Users of Johnson and Johnson's Baby Powder and Shower to Shower may be at a higher risk of developing ovarian cancer.</p> <p>If you or a loved one used talcum powder and were diagnosed with ovarian cancer, you may be entitled to financial compensation.</p> <p>Call to see if you qualify NOW: 800-208-3526 (24hrs)</p> <p>REAL ESTATE</p> <p>REAL ESTATE LOANS</p> <p>Loans against all type of Real Estate Nationwide-Bad Credit OK</p> <p>Use the funds for any purpose. Pay off back taxes. Call 984-989-5005 go.wbl.com/atlas-equipment-finance/</p> <p>Advertise Your Business Here! Call: 1-800-397-0070</p>



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2020 Product Line Bid – Pennsylvania

Electronic Bid #529958

Bid Due Date: Tuesday, October 8, 2019, 3 p.m. ET

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, seeks bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2020 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 529958.

I.3 Organization of Terms and Conditions

- I [Introduction and Overview](#)
- II [Bid Document Definitions and Interpretations](#)
- III [Legal Authority 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 lines of branded 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 telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment and supplies, whether tangible or intangible, for which bids are requested. 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. ET, Tuesday, October 8, 2019 (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. ET, Wednesday, October 9, 2019 (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 29, 2019, at:

- 10 a.m. ET, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 2 p.m. ET, at CSIU, 90 Lawton Lane, Milton, Pennsylvania, 17847
- 10:30 a.m. PT, at Epylon Corporation, 630 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 30, 2019
- Response for Equivalent Amendment September 9, 2019
- Consideration of Exceptions Due Date August 30, 2019
- Response to Exceptions Amendment September 9, 2019

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 Definition of “Authorized Reseller”

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the contract for one or more specific PEPPM Product Line awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an entity that has been designated as an Awarded Vendor’s Authorized Reseller shall not be considered an Authorized Reseller in situations where such entity is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

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 Request for Bids.

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 bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

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. “Purchase Order” may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

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 or PEPPM Mini-Bid Contract

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), lease 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 or PEPPM Mini-Bid Contract, 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."

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. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract that has been executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of "Eligible Entity"

"Eligible Entity" means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of "Eligible Entities" [starting here](#).

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 solicitation 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”

The terms “Product” and “Products,” are defined [elsewhere](#) in these Terms and Conditions.

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 solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

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, services, and construction.

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 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" 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 whether residing inside or outside of the Commonwealth of Pennsylvania, *subject to the Awarded Vendor’s approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts
- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

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.

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

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the course of the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant

Agreement with the new eCommerce Consultant 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 or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination.

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 for each Product Line it bids 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 \$200 as a bid award fee for each Product Line category awarded.

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 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 Epylon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

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 or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

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

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:

- 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
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of 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. Any misstatement is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five 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, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its contracts or if another government agency debars it. All notices must be in writing and received by the Agency within 15 days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

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

V.6 Covenant Against Contingent Fees

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

V.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the "Sole Source of Responsibility," an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of

its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell a contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all terms and conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller's behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor's proposed Authorized Reseller based on such Authorized Reseller's unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller's unsatisfactory performance or behavior under the PEPPM Contract, including, without limitation, unsatisfactory performance or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process.

V.9 Bidder Profiling

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

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

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 Agreement 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.

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 Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees and owners of more than a five percent interest
- "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 state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

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, 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, 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

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

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

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 or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

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

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract

or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e. Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that prior to any termination action under this Section, vendor shall be provided with written notice of the violation and 30 days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

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, designated partner or any person acting on behalf of the Awarded Vendor or

designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.

- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier who is qualified to perform the work to which the Contract relates.
- 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 contract's 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 Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named—and its corresponding description—are the specifications for the desired Products manufactured or offered under that named brand.

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

VI.2 New Product Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller 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 their awarded Product Lines. 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 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies that are required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under two conditions:

- The price of the Product is further discounted below the PEPPM bid price
- The Eligible Entity has full knowledge of length of time the Product was in service

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency 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 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof that they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders—such as resellers, distributors, dealers, aggregators, and wholesalers—must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who notes that they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor in case the letter needs to be verified

VI.9 Alternative Evidence of Supply

In the event a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributor is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

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

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) 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 Awarded Vendor shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each 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.

VI.13 Onsite Warranty Service

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

VI.14 Direct Relationships With Providers for Services Other Than Onsite Warranty Services

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

VI.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.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid or b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are advised to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in the process of evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity—just the rate. If an Awarded Vendor has chosen to offer ancillary services in conjunction with the bid-awarded Contract Products it provides to the Eligible Entity, the Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids—one for projects which are not subject to the payment of prevailing wages, and one for projects which are subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing

E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in applicable federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a ‘multi-award contract,’ LEAs must conduct a mini-bid procurement (a “PEPPM Mini-Bid”) prior to signing a contract (the “PEPPM Mini-Bid Contract”) and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover email. The LEA will conduct a mini-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent Purchase Orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.
- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document memorializing the LEA’s acceptance of the proposal. Acceptance may be contingent on the LEA’s receipt of E-rate funding approval.
- Vendors awarded PEPPM Mini-Bid Contracts must extend such contracts beyond the expiration of the PEPPM Product Line Contract in order for LEAs to be able to utilize their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate Program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

VI.18 Equivalent Product Lines

E-rate rules require that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent products and services. Agency has established the following

procedures to ensure that all E-rate eligible equivalent products and services will be included in the procurement in addition to the specific manufacturers Product Lines named in this Request for Bids:

Potential Bidders may request additional E-rate eligible equivalent branded Product Lines to be added to this RFB.

Requests to add an equivalent Product Line or groups of products or services must be submitted in writing to Agency by the [Equivalents Due Date](#) and must include at a minimum:

- The name of the branded Product Line that is proposed to be added, along with a complete description of the Product Line to be added, performance and test data, and other information necessary for an evaluation.
- A detailed comparison of the significant qualities of the proposed new Product Line with those named in the Request for Bids. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- A representative list of E-rate eligible LEAs that have purchased the proposed Product Line Products. If no such LEAs exist because the proposed Product Line is so new, an explanation of such must be provided in lieu of the LEA list.

A proposed equivalent Product Line will not be considered unless all of the outlined requirements have been met and determined satisfactory by the Agency. Failure of the potential Bidder to supply the requested information may result in non-approval of any proposed new Product Line.

If the Agency approves the addition of an equivalent Product Line, the notice of approval and addition will be set forth in an addendum. The bid response deadline may be extended to meet any federal or state competitive bidding requirements.

Bidders shall not rely upon approvals in any other manner. Any addenda will be posted on the electronic bid form, at www.PEPPM.org/bids and uploaded with the E-rate Form 470 posting. It is the Bidder's responsibility to check the websites to see if additional branded Product Lines have been added. Agency shall not be required to consider any request to add a branded Product Line that is received by Agency after the Equivalents Due Date.

This Section does not apply to Products which are not E-rate eligible, and the Agency is under no obligation to review requests for the addition of new Product Lines which are not E-rate eligible.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to 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 Restrictions and Statement of Assurance

PEPPM Contracts involve products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations ("EAR") and all other applicable U.S. export control laws and regulations.

Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to, §736 (General Prohibitions), §742 (Control Policy), §744 (End-user and End-use Based), §746 (Embargoes and Other Special Controls), and §774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export any of the products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct product thereof in violation of applicable U.S. export control laws and regulations.

Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's products, technology or software if they know that they will be used:
 - In the design, development, production, or use of missiles in or by a country listed in Country Group D:4
 - In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3
 - In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR §740); and
- Export or re-export of Awarded Vendor's technology, software, source codes, or direct products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§740 of the EAR) or written authorization from the U.S. Government.

The provisions of this Section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

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

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the PEPPM ordering process (other than the PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org

- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill 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 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or 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

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may choose to use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

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 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.

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 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

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

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order that has been executed by the Eligible Entity. This is the “Effective Date.”

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

- Complete delivery and acceptance 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

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

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 or E-rate Mini-Bid Contract 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

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the “Bill To” address on the Purchase Order promptly after the Product(s) are delivered. For hardware “delivery” shall be the date the hardware arrives on Eligible Entity’s premises. For software, “delivery” shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity’s use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

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 normally pay invoices within 30 days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

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 Eligible Entity. 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

All Products ordered shall be delivered F.O.B. Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

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

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit at the same time.

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

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor becoming aware that the order involves a non-standard delivery.

The Eligible Entity has five business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. In no event shall Eligible Entity be responsible for non-standard rigging charges which are not made known to the Eligible Entity prior to delivery of the equipment and Awarded Vendor shall bear the cost of same.

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.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered prior to receipt of the Products by the Eligible Entity. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

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 a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, 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 a 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." Bidders may download this form as many times as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets 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 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

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 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding markup over cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a discount from list must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for F.O.B. delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address

may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

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 unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

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

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder-designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-off-MSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision
- Within seven days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Prevailing Wage Rates

To the extent applicable to a Pennsylvania Eligible Entity, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding \$25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 et seq., and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the Act, definition of maintenance work and Prevailing Wage Rates may be requested from the Pennsylvania Department of Labor and Industry–(800) 932-0665 or (717) 787-4763). To the extent applicable to an Eligible Entity from another state, such state’s Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

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. ET 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 or a specified Product Line and Bidders bidding on the specified 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 Epylon 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.

- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, 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 each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- 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)
- Detailed marketing plan
- 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 requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan must be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough in advance of the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits,

unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

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, statements and all other commitments 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 Terms and Conditions.

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 120 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. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than Pennsylvania, and to Eligible Organizations in Pennsylvania and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each 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, in each Product Line category, 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 Agency's Terms and Conditions
- 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 any Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached for each Product Line being bid
- A returned goods policy for each Product Line was attached
- A statement of warranties for each 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 for each Product Line or the Bidder gave evidence that it was the manufacturer of the Product Line being bid
- A State Selection Form was attached alongside any Product Line being bid
- Quote sheets for each 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 to each 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. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

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.6.

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 Davis-Bacon Act

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

Current Prevailing Wage determinations issued by the Department of Labor are available at <http://www.wdol.gov>.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor’s acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Awarded Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XI.7 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.8 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.9 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.10 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.11 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.12 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.13 Bonding Requirements

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

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

XI.14 Not-To-Exceed Price

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

XI.15 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.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by “or equal,” an alternate or comparable product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification. Note: Where a product equivalent is being offered for an E-rate product, [Section VI.18](#) shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least 30 working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record

retention requirements and contract cost and price analyses required under the Uniform Grant Guidance.

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

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

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers 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 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve a minimum of \$5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly 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 for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so that buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM Contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

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. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a "valid-through" date for posting or certify every five weeks by email that its prices are current.

XII.6 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that will be posted on PEPPM.org.

XII.7 Leasing Information

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

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

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

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

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

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

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity that is interested in such an arrangement. Each Eligible Entity should seek its own legal advice prior to entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the applicable lender only, 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.

For each awarded Product Line, Awarded Vendors are required to carry out marketing plans as specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.9 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, except where required by federal E-rate Lowest Corresponding Price rules.

XII.10 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to PEPPM to ensure compliance with its Contract with the Agency. Prior to approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's sole discretion.

XII.11 Training of the Sales Force and Authorized Resellers

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

XII.12 Contract Extension

Agency reserves the right to extend any bid award beyond December 31, 2021, for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

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

Agency requires a Contract extension fee of \$200 for a one-year extension per Product Line. The Contract extension fee may be prorated by Agency for any extensions less than one year.

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. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

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

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
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment occurring during the term of the Contract
- The Awarded Vendor, Authorized Reseller, 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, Authorized Reseller, 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

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical to the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.5 Remedies

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

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

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 ten 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 ten 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. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed prior to the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
- **Non-Appropriation:** If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g. Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the cancelled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the

equipment to Awarded Vendor, free of all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

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.

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

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date
- Step 3: Issue letter to cancel Contract

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

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

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 Agreement 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 Agreement and agrees in writing to be bound by this Agreement, 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

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, “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 or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order (“Covered Product”) infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a “Covered Claim”). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third party products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To

obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so that they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims.

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, its Authorized Resellers, 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 or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in 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 Agreement between the Agency and the Awarded Vendor and its Authorized Resellers 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 Agreement 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 (and their Authorized Resellers) 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 20 work days after receipt of the new agreements to sign and return the agreements in order to continue their Agency Contracts and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least 10 days' prior written notice. If an Authorized Reseller does not sign and return the agreements within the 20-day time period, such Authorized Reseller will no longer be an Authorized Reseller under the Agency Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If 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 Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2019 (©2019, CSIU & Epylon).

[END]