



**PEPPM 2021
Product Line Bid**

Pennsylvania Contract Documentation

Bid # 530582

Contract Start Date: January 1, 2021

PEPPM 2021 Product Line Bid Award List for Pennsylvania

Awarded November 18, 2020

Product Line	Product Line Description	Awarded Vendor	Contract Number
AmTab	Mobile and stationary folding products	AmTab Manufacturing Corporation	530582-001
Apptegy	School marketing and communications software and mobile apps	Apptegy, Inc.	530582-002
Aura Wireless	Software-defined antennas for wireless networks	Komplement, Inc.	530582-003
Blocksi	Cloud content filtering and classroom management system	BorderLAN, Inc.	530582-004
Crimson AV	AV mounting solutions	Starlite Productions International, Inc.	530582-005
Discover Video	Enterprise video solutions	Applied Video Technology, Inc.	530582-006
Dobot	Educational desktop robots	iDESIGN Solutions	530582-007
Edified	Cloud-based professional development learning portal	Edified, LLC	530582-008
Education Management Solutions	Video, content management and simulation including MEDIASHAREIQ	Education Management Solutions LLC	530582-009
EnGenius	Wireless networking and telecommunications solutions	Unistar-Sparco Computers, Inc.	530582-010
FivePoint Solutions	Document management and school safety solutions	FivePoint Solutions LLC	530582-011
Harman Professional	Speakers, amplifiers, microphones, DSP, audio, video control, and lighting solutions	Starlite Productions International, Inc.	530582-012
Intel NUC	Mini computers and accessories	Simply NUC, Inc.	530582-013
JNL Technologies	Electronic health screening including SafeHealth	Unistar-Sparco Computers, Inc.	530582-014
KinectIQ	Wireless presentation systems	EHP International Inc.	530582-015
Megatech	Automotive, diesel and hybrid training simulators	Educational Solutions Enterprises	530582-016
Mimecast	Email cloud services for security and archiving	CDW Government LLC	530582-017
Owl Labs	Smart video conferencing cameras	CDW Government LLC	530582-018
Panasonic i-PRO Sensing Solutions	Sensing solutions for security surveillance, public safety, and industrial/medical vision	Panasonic i-Pro Sensing Solutions Corporation of America	530582-019
PowerSchool	Student information systems, learning management and administrative software	PowerSchool Group LLC	530582-020
ProLift	Motorized height adjustable cart, wall mount, and floor stands	EHP International Inc.	530582-021
Regout Balance Systems	Non-motorized (BalanceBox) and motorized (eBox) height adjustable cart and wall mounts	EHP International Inc.	530582-022
Rhombus Systems	Cloud-managed physical security and awareness products	Rhombus Systems, Inc.	530582-023
Simply NUC	Mini computers and accessories	Simply NUC, Inc.	530582-024
TeachLogic	Wireless microphones and audio systems	TeachLogic, LLC	530582-025
TouchView Interactive	Interactive displays	Ockers Company (dba TouchView Interactive)	530582-026
Visioneer	Scanners	Unistar-Sparco Computers, Inc.	530582-027
Vivitek	Projectors, interactive displays, wireless presentation products, and digital signage	Starlite Productions International, Inc.	530582-028
WiseJet	Wireless extenders	EHP International Inc.	530582-029

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 - Sep. 15, 2020; Sep. 22, 2020; Sep. 29, 2020
- Other - Sep. 15, 2020; Sep. 22, 2020; Sep. 29, 2020

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 18, 2020

Term of contract:

- January 1, 2021 - December 31, 2021

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 09/03/20 15:20 by bstef

Acct #: 527

Ad #: 644346

Status: New WHOLD

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

Start: 09/15/2020 Stop: 09/29/2020
Times Ord: 3 Times Run: ***
STD 2.00 X 46.00 Words: 241
Total STD 92.00
Class: 117 BIDS
Rate: LEGDI Cost: 524.55

Affidavits: 1
Ad Descrpt: PEPPM BID
Descr Cont: REQUEST FOR BIDS SEALED B
Given by: SUE MCDERMOTT
P.O. #: 21-1-00243
Created: bstef 09/03/20 09:32
Last Changed: bstef 09/03/20 15:20

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

COMMENTS:

run approved

PUB	ZONE	EDT	TP	RUN	DATES
DI	A	97	S	09/15,22,29	
IN	A	97	S	09/15,22,29	

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 09/03/20 15:20 by bstef

Acct #: 527

Ad #: 644346

Status: New WHOLD WH

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 Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020, at the CSIU, 90 Lawton Lane, Milton, PA 17847. However, in the case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference.

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

Bids will be received under the following request for bids:

" PEPPM 2021 Product Line Bid.

For more information about the request for bids, visit www.peppm.org/bids.

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 90 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.

Dl: September 15, 22, 29/2020

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DI: September 15, 22, 29/2020

Personally appeared before me, the subscriber,
Fred Scheller, Publisher
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

15th, 22nd and 29th days of September A.D. 2020
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.

Affiant

fore me
ber A.D. 2020

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

PA Media Group
1900 Patriot Dr
Mechanicsburg, PA 17050



The Patriot News

CENTRAL SUSQ INTERMEDIATE UNIT
90 LAWTON LN
MILTON, PA 17847

AD#: 0009720187

Sales Rep: Marianna Aldridge
Account Number: 8601
AD#: 0009720187

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
09/29/2020	Proposals_Bids PA	REQUEST FOR BIDS Sealed bids for technology equipment, software,	21-1-00241	1 x 45 L	
				Affidavit Notary Fee - 09/15/2020	\$5.00
				Basic Ad Charge - 09/15/2020	\$208.15
				Basic Ad Charge - 09/22/2020	\$208.15
				Basic Ad Charge - 09/29/2020	\$208.15
				Total	\$629.45

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



AD#: 0009720187

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Sheryl Leggore 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 09/15, 09/22, 09/29/2020


Principal Clerk of the Publisher

Sworn to and subscribed before me this 29th day of September 2020


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Crystal B. Rosensteel, Notary Public
Dauphin County
My commission expires June 27, 2024
Commission number 1299212
Member, Pennsylvania Association of Notaries

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No bidder may withdraw its bid for 90 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.

Advertising Invoice

Standard Journal

1

21 N. Arch Street
Milton, PA 17847

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

Heather Geesaman
CSIU
15 Lawton Lane
Milton PA 17847

Cust #: 01100055
Phone: (570)523-1155
Date: 09/29/2020
Due Date: 10/19/2020
Invoice #: 054480

Salesperson: **Ad Taker:** kh

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00035387	PO# 21-1-00245 PEPPM bid	09/15/2020	09/29/2020	3	149.75	0.00	149.75

Please return a copy with payment

Total Due 149.75

9/15, 9/22, 9/29

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.

Kevin Mertz

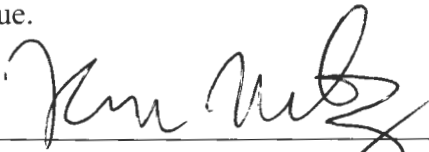
who being duly sworn according to the law, doth depose and say that he is the

Reporter/Office Staff

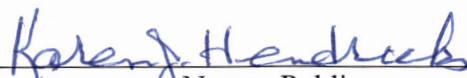
for the Standard Journal, a newspaper of general circulation published at Milton, County of Northumberland, Commonwealth of Pennsylvania, which was established January 23, 1890, and that a notice, copy of which is hereto attached, was published in said Standard Journal on

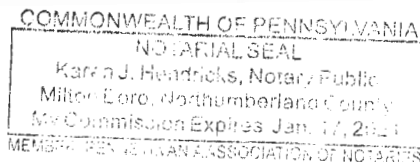
9-15, 9-22, 9-29-2020

.....
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.



Sworn and subscribed before me this ...
... 16th day of October, 2020


Notary Public



Legal Notices	Legal Notices	Legal Notices	Legal Notices	Legal Notices	Legal Notices	Help Wanted
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Or his attorney:
Graham C. Showalter,
Esquire
36 South Third Street
P.O. Box 553
Lewisburg, PA 17837

NOTICE OF EXECUTOR

Notice is hereby given that Letters Testamentary upon the ESTATE OF **MARGIE K. PAHL** w/a **KATHRYN PAHL**, deceased, late of East Chillisquaque Township, Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to said Estate are requested to make immediate payment, and those having claims against the same will present them without delay to:

Jeffrey A. Pahl, Executor

c/o his counsel:
James T. Baldwin, Esq.
Baldwin & Baldwin, LLC
42 South Front Street
Milton, PA 17847
Attorney for Estate

ESTATE NOTICE

ESTATE OF MARLENE A. BAILEY AKA **MARLENE ANNE BAILEY** AKA **MARLENE BAILEY**, Late of Sunbury, Northumberland County, Pennsylvania.

NOTICE IS HEREBY GIVEN that Letters of Administration have been granted to the undersigned in the above matter. All persons indebted to the said estate are requested to make immediate payment, and those having claims and demands will present them without delay to:

Douglas W. Kinsley
144 Jeronimo Drive
Northumberland, PA 17857

or to
Law Office of Cole & Varano
110 South Oak Street
Mount Carmel, Pennsylvania 17851

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

THE FOLLOWING ACCOUNTS AND/OR STATEMENT OF PROPOSED DISTRIBUTION HAVE BEEN FILED IN THE OFFICE OF THE COURT OF COMMON PLEAS, ORPHANS' COURT DIVISION AND WILL BE PRESENTED TO THE ORPHANS' COURT AT 10:00 AM ON MONDAY OCTOBER 26, 2020 FOR CONFIRMATION AND/OR APPROVAL UNLESS EXCEPTIONS ARE FILED BEFORE FRIDAY, OCTOBER 23, 2020.

1. First and Final Account and Statement of Proposed Distribution of Sharon E. Puckett, Executrix for the Estate of Ira R. Kline, late of Turbot Township, deceased. Filed: August 27, 2020.

2. First and final Account and Statement of Proposed Distribution of Cynthia Champion A/K/A Cynthia S. Brosius N/K/A Cynthia S. Brosius-Taylor and Lorie Simcox A/K/A Lori Simcox, Executrices for the Estate of George N. Brosius, late of Watsonville Borough, deceased. Filed: September 3, 2020

Christina A. Mertz
Clerk of the Court of Common Pleas Orphans Court Division
Sunbury, PA 17801
September 11, 2020

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NOTICE OF EXECUTORS

Notice is hereby given that Letters Testamentary upon the ESTATE OF **SHELVIA J. NEITZ** w/a **SHELVIA JEAN NEITZ**, deceased, late of Turbot Township, Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to said Estate are requested to make immediate payment, and those having claims against the same will present them without delay to:

William D. Houtz, Jr. and Keith Houtz, Executors

c/o their counsel:
James T. Baldwin, Esq.
Baldwin & Baldwin, LLC
42 South Front Street
Milton, PA 17847
Attorney for Estate

NOTICE

Notice is hereby given to the citizens and residents of White Deer Township, Union County, Pennsylvania, that the Supervisors of White Deer Township, Union County, Pennsylvania will hold a public hearing on Tuesday, September 22, 2020, at 7:00 o'clock P.M. at the White Deer Township Municipal Building, 2191 Creek Road, New Columbia, Pennsylvania 17856, to consider the adoption of an ordinance to amend the Zoning Ordinance to provide for regulation of solar energy systems. Copies of the proposed ordinance are available during normal business hours at the White Deer Township Municipal Building, 2191 Creek Road, New Columbia, Pennsylvania 17856, and at the office of Peter L. Matson, Esquire, Solicitor for White Deer Township, 222 Market Street, Lewisburg, Pennsylvania 17837.

WHITE DEER TOWNSHIP
Municipal Building, 2191 Creek Road, New Columbia, Pennsylvania 17856
Elie Koveleskie
Secretary

Peter L. Matson
Township Solicitor

NOTICE

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Building, 2191 Creek Road, New Columbia, Pennsylvania 17856, to consider the adoption of an ordinance to amend the Subdivision and Land Development Ordinance regarding storm water plans and construction. Copies of the proposed ordinance are available during normal business hours at the White Deer Township Municipal Building, 2191 Creek Road, New Columbia, Pennsylvania, 17856 and at the office of Peter L. Matson, Esquire, Solicitor for White Deer Township, 222 Market Street, Lewisburg, Pennsylvania 17837.

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L. Matson, Esquire, Solicitor for White Deer Township, 222 Market Street, Lewisburg, Pennsylvania 17837.

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Municipal Building, 2191 Creek Road, New Columbia, Pennsylvania 17856
Elie Koveleskie
Secretary

Peter L. Matson
Township Solicitor

Garage & Yard Sales

9-17 AND 9-18 770 WELLIVER ROAD OFF ROUTE 44 BETWEEN TURBOTVILLE AND MCEWENSVILLE
Vera Bradley, Longenberger, Princess House, Boys Nike, UA, nice clothing, tools, bike, household items, air compressor, etc....

Help Wanted

The Milliflung Area School District will accept applications for the following positions:

Library Media Aide
2 positions available - 1 at high school and 1 at intermediate school

These are 5.5 hour per day positions. Experience with technology and library operations is helpful. Interested candidates should submit a letter of interest and Milliflung Area School District application to

Mrs. Tammy Boop,
School Board Secretary,
Milliflung Area School District.

178 Maple Street, Milliflung, Pennsylvania, 17844.

Applications are available at the district office or the district web site www.miffling.org. **Deadline for accepting applications is Friday, September 25, 2020.**

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

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




DUNKIN' NOW HIRING

- Full & Part Time Positions for Crew Members
- Highly Competitive Wages - Higher Pay for 1st Shift
- Advancement Opportunity
- Vacation Pay after 1 Year of Full Time (35 hours)
- Health Insurance - We pay 75% of single coverage
- 2% Matching 401K

APPLY AT ALL DUNKIN' LOCATIONS

JOB FAIR
Wednesday, September 16, 9AM-3PM
Thursday, September 17, 3PM-7PM
Best Western Plus/Country Cupboard Inn • Baylor Room
7701 West Branch Highway • Lewisburg, PA 17837



If the thought of a job that offers you security, a positive work environment and advancement opportunities appeals to you, join Weis Markets, a recognized leader in the supermarket industry.

We offer full-time employees a competitive wages along with comprehensive benefits that include medical, dental, vision and prescription coverage, paid holidays and vacations, 401(k) savings plan, weekly attendance bonus, performance incentives and much more.

**Selectors
Loaders
Truck Drivers
Packers**

Can't make it?
Text "WeisDC" to 97211 or
apply at jobs.weismarkets.com

weis

If you are dependable, conscientious, a team player and at least 18 years of age, we'd like to talk to you!

When you need a new roof, windows or doors and need help paying for them, call Homeowner Funding.



1-855-979-1381
PAHomeFund.com

PROGRAMS RIGHT NOW PENNSYLVANIA

Roofing | Windows | Siding | Insulation | Walk-In Tubs

Legal Notices

CO-EXECUTORS' NOTICE

Letters Testamentary on the ESTATE OF HELEN S. SNOOK. Late of the township of West Buffalo, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned. All persons indebted to said estate are requested to make payment, and those having claims to present the same without delay to:

Steven W. Snook
174 Totem Drive
Auburn, PA 17922
or
Megan S. Susko
2745 Chadwick Court
Brookfield WI 53045
Co-Executors

or to their attorney:
Thomas E. Boop, Esquire
101 Market Street
P.O. Box 470
Sunbury, PA 17801

Legal Notices

The Supervisors of Lewis Township, Northumberland County, Pennsylvania will hold a Special Meeting on Thursday, September 24, 2020 at 6:00 P.M. at the Lewis Township building located at 1428 Rovendale Drive, Watsontown, PA 17777 along with the Lewis Township Planning Commission prior to their meeting at 7:00 P.M. to discuss the Lewis Township Zoning Ordinance and Map.

Lucinda R. Bomberger
Lewis Township
Secretary

NOTICE OF EXECUTOR

Notice is hereby given that Letters Testamentary upon the ESTATE OF MARGIE K. PAHL, nee MARGIE KATHRYN PAHL, deceased, late of East Chillisqueague Township, Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to said Estate are requested to make immediate payment, and those having claims against the same will present them without delay to:

Jeffrey A. Pahl, Executor
c/o his counsel:
James T. Baldwin, Esq.
Baldwin & Baldwin, LLC
42 South Front Street
Milton, PA 17847
Attorney for Estate

ESTATE NOTICE

ESTATE OF MARLENE A. BAILEY AKA MARLENE ANNE BAILEY AKA MARLENE BAILEY. Late of Sunbury, Northumberland County, Pennsylvania.

NOTICE IS HEREBY GIVEN that Letters of Administration have been granted to the undersigned in the above matter. All persons indebted to the said estate are requested to make immediate payment, and those having claims and demands will present them without delay to:

Legal Notices

Douglas W. Kinsley
144 Jeronimo Drive
Northumberland, PA 17857

or to

Law Office of Cole & Varano
110 South Oak Street
Mount Carmel, Pennsylvania 17851

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 Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020, at the CSIU, 90 Lawton Lane, Milton, PA 17847. However, in the case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference.

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

Bids will be received under the following request for bids:

PEPPM 2021 Product Line Bid.

For more information about the request for bids, visit www.peppm.org/bids.

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 90 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.

Articles For Sale

ITEMS FOR SALE

Garage door opener (Works)-\$15.00; Light brown lift chair (Like New)- \$75.00; Six foot walnut vanity with Corian top- \$150.00; Electric scooter (Needs battery, works well)-\$100.00; Craftsman table saw (Needs motor work)-\$50.00; MISC. wheelchairs, walkers, bed side toilets-\$15.00 each. (570) 742-8525 Leave Message

Garage & Yard Sales

Sept 23-26 8am-7. Huge Multi Family Barn sale. 3 miles east of Milton on Rt. 642 to Center Rd., right to Rt. 45, left. Follow signs. Furniture, boxes of old books, children's bikes, tools, lots of dishware, hunting & fishing supplies, electric trolling motor, new closet shower and much more.

Help Wanted

District Library Media Specialist

The library media specialist works collaboratively with school and district administrators and staff to develop a library program that supports the curriculum; provides instructional leadership for the teaching of literacy and research skills; develops and maintains a media center collection rich in both print and non-print materials; and manages as a flexible, multi-task learning environment. PA Library Science PK-12 certification is required.

Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, PK-12 Library Science certificate, complete transcripts, Praxis Scores, 3 letters of reference, current background clearance, current child abuse clearance, and current FBI Clearance, to Dr. Sandra Matlock, Director of Curriculum and Instruction, Mifflinburg Area School District, 178 Maple Street, Mifflinburg, PA 17844. Applications will be accepted until position is filled.

Tammy L. Boop
Administrative Assistant to the Superintendent
School Board Secretary
Mifflinburg Area School District
178 Maple Street
Mifflinburg, PA 17844

570-966-8208 - phone
570-966-8210 - fax
tboop@mifflinburg.org
Help needed part time. Saturday's or Monday's or both. Apply at **The Street of Shops**, 100 N. Water St., Lewisburg.

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

For Home Delivery Call
570-742-9671

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

To place a Standard-Journal classified ad, call 570-742-9077 Monday thru Friday 8 a.m. to 4 p.m.

Publishers Notice: All residential real estate advertised herein is subject to the Federal Fair Housing Act. The Fair Housing Act makes it illegal to advertise "any preference, limitation, discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination." We will not knowingly accept any advertising for residential real estate that appears to or violates federal law.

Calling All Newlyweds & Engaged Couples!



Submit your engagement or wedding photo and you could win!

Pine Barn Inn – Night Stay & Dinner for Two
Compliments of The Pine Barn Inn and The Standard-Journal

Plus you could be featured on the cover of our 2021 Wedding Guide

Submission period begins: September 1st, 2020
Deadline for Submission: December 31st, 2020

* Couples must have been married between dates above and reside within 25 miles of circulation area. Professional submissions must include photographer's name & phone number and have permission. One photo per couple. Photo must be minimum 300 dpi and an available print size near 10"x11". Photos lacking proper print quality will be disqualified.

The Standard-Journal
21 N. Arch Street • Milton, PA 17847 • (570) 742-9671 • www.standard-journal.com

Legal Notices

Or to her attorney:
Graham C. Showalter, Esquire
36 South Third Street
P.O. Box 553
Lewisburg, PA 17837

HEARING NOTICE

The Northumberland County Board of Revisions Appeal will be conducting Hearings of Appeals on Thursday, October 8, 2020, Tuesday, October 13 and Wednesday, October 14, 2020 from 9:00 A.M. to 4:00 P.M. These hearings will take place in the Public Meeting Room of the Northumberland County Administration Center, 339 Stadium Drive, Sunbury, PA.

Maryrose B. McCarthy, Chief Clerk
Northumberland County Board of Commissioners

CO-EXECUTORS' NOTICE

Lefers Testamentary on the ESTATE OF HELEN S. SNOOK. Late of the township of West Buffalo, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned. All persons indebted to said estate are requested to make payment, and those having claims to present the same without delay to:

Steven W. Snook
174 Torem Drive
Auburn, PA 17922
or
Megan S. Susko
2745 Chadwick Court
Brookfield WI 53045
Co-Executors

or to their attorney:
Thomas E. Boop, Esquire
101 Market Street
P.O. Box 470
Sunbury, PA 17801

The Warner Run School District is requesting sealed bids for the lease of approximately 18 acres of tillable farmland. Specifications for the lease may be found at www.wrsd.org or by calling the district office at 570-649-5138 x5000.

Bids will be received in the Business Office, 4800 Susquehanna Trail, Turbotville, PA 17772 until 1:00 PM Prevailing Time, Friday, October 9, 2020. Envelopes must be clearly marked "BID FOR FARMLAND". The board reserves the right to accept or reject any or all bids.
Joyce Schaefer Board Secretary

Want Ads Do It All!
Buy-Sell Rent-Trade Advertise today!
STANDARD JOURNAL
21 N. ARCH STREET, MILTON
570-742-9077

Legal Notices

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPMM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct 27, 2020. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct 27, 2020 at the CSIU, 90 Lawton Lane, Milton, PA 17847. However, in the case of an emergency or in the CSIU's discretion, in the interest of public health and safety and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference.

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No bidder may withdraw its bid for 90 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.

Garage & Yard Sales

Wed, Sept 30, 8am-2. Huge Multi Family Barn sale closeout! 3 miles east of Milton on Rt. 642 to Center Rd., right to Rt. 45, left. Follow signs. Table lots for sale. Old quilts, baby furniture & infant clothes & toys. Maternity clothes, table, regular & rocking chairs .2 old single beds, small cultivator, pool ladder, 2 new mailboxes. Building supplies, doors, new door knobs, t&g wood flooring, 5x8 new area rug, 9 new stair treads and more! Furniture, boxes of old books, children's bikes, tools, lots of dishware & crystal, and much more.

Our Classified Ad-Visors Are As Near As Your Phone Call 570-742-9077

Miscellaneous Items

GENERAC Standby Generators. The weather is increasingly unpredictable. Be prepared for power outages. FREE 7-year extended warranty (\$695 value!)
Schedule your FREE in-home assessment today! Call 1-888-605-4028. Special financing for qualified customers.

Help Wanted

District Library Media Specialist

The library media specialist works collaboratively with school and district administrators and staff to develop a library program that supports the curriculum; provides instructional leadership for the teaching of literacy and research skills; develops and maintains a media center collection rich in both print and non-print materials; and manages the media center as a flexible, multi-task learning environment. PA Library Science PK-12 certification is required.

Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, PK-12 Library Science certificate, complete transcripts, Praxis Scores, 3 letters of reference, current background clearance, current child abuse clearance, and current FBI Clearance to Dr. Sandra Matlocks, Director of Curriculum and Instruction, Mifflinburg Area School District, 178 Maple Street, Mifflinburg, PA 17844. Applications will be accepted until position is filled.

Tammy L. Boop
Administrative Assistant to the Superintendent
School Board Secretary
Mifflinburg Area School District
178 Maple Street
Mifflinburg, PA 17844

570-966-8208 - phone
570-966-8210 - fax
tboop@mifflinburg.org

The Mifflinburg Area School District will accept applications for the following position:

Part-time Maintenance/Courier Personnel

This is a part-time, non-healthcare benefit eligible position. Interested candidates should submit a letter of interest and Mifflinburg Area School District application to Mr. George Boyer, Supervisor of Buildings and Grounds. Applications are available at the District Office, 178 Maple Street, Mifflinburg, PA 17844 or the district website, www.mifflinburg.org. Deadline for accepting applications is Wednesday, October 7, 2020.

Help Wanted

SNOW REMOVAL NEEDED

THE STANDARD-JOURNAL SEEKS A RELIABLE/INSURED INDIVIDUAL OR BUSINESS TO FLOW OUR PARKING LOTS. MUST BE PLOWED BY 7AM MON-SAT. PLEASE CALL 570-742-9671 TO LEAVE A MESSAGE FOR A RETURN CALL TO DISCUSS DETAILS.

Misc. Notices

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

DISH Network. \$59.99 for 190 Channels! Blazing Fast Internet. \$19.99/mo. (where available.) Switch & Get a FREE \$100 Visa Gift Card. FREE Voice Remote. FREE HD DVR. FREE Streaming on ALL Devices. Call today! 1-855-335-6094

Eliminate gutter cleaning forever! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts. Call 1-855-569-3087.

Need some cash? Sell us your unwanted gold, jewelry, watches & diamonds. Call GOLD GEEK 1-855-402-1178 or visit www.GetGoldGeek.com. penn BBB A Plus Rated. Request your 100 Percent FREE, no risk, no strings attached appraisal kit. Call today!

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

Stay in your home longer with an American Standard Walk-In Bathtub. Receive up to \$1,500 off, including a free toilet, and a lifetime warranty on the tub and installation! Call us at 1-877-319-0833 or visit www.walkintubquote.com /PENN

Classifieds are...

CONVENIENT

Sellers, one easy phone call to the Standard Journal Classifieds puts you in touch with thousands of could be buyers. Rely on the Standard Journal Classifieds as your most convenient method for moving items you no longer need.

DIRECT

Standard Journal Classifieds reaches thousands of people, every day. At work and at home. We're your direct line to prospective buyers, wherever they may be.

DYNAMIC

Every day, we bring you the latest information on what's for sale, what's for rent and what's available in the job market. Rely on Standard Journal Classifieds as a dynamic resource for whatever you need.

EASY

Buyers, Standard Journal Classifieds is your one-stop shopping center for cars, career opportunities, homes, merchandise and more. Rely on Standard Journal Classifieds -- it's an easy way to find exactly what you need.

FAST

Sell your hot rod, speedboat, motorcycle or ten-speed through Standard Journal Classifieds. You can bet one of the thousands of Standard Journal readers is racing to reach a seller. Right now! Rely on it.

PROFITABLE

Standard Journal Classifieds is the number one way to make money on all kinds of items -- large and small. An ad in Standard Journal Classifieds means you're sure to see a profit soon.

RELIABLE

You can trust Standard Journal Classifieds to carry your message to thousands of motivated buyers, apartment shoppers and job seekers daily. It's a reliable way to reach the people you want to talk to.

SMART

Every day, Standard Journal Classifieds brings together thousands of smart buyers and sellers just like you. Rely on Standard Journal Classifieds. It's a smart move.

Classifieds get...

RESULTS

Every day, we bring buyers and sellers, employers and employees, landlords and tenants, together.

570-742-9671

21 N. Arch Street, Milton

We accept MasterCard, Visa, Personal Check, Cash --
We will gladly hold your ad on file until payment is received.

THE STANDARD-JOURNAL CLASSIFIEDS

Visit us online at www.standard-journal.com



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

WE HEREBY CERTIFY, that the annexed advertisement of Order No 6759381

Sold To:

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

Bill To:

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

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

Sep 15, 2020; Sep 22, 2020; Sep 29, 2020

The Baltimore Sun Media Group

By B. Price, Legal Advertising

Subscribed and sworn to before me this 29 day of Sept 2020,

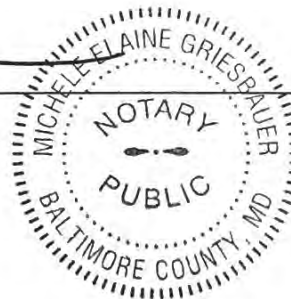
By _____

Michelle Elaine

Notary Public

My commission expires

10/15/23



tion, in accordance with the provisions of the Baltimore City Code, hereby gives notice that it has caused to be made out a detailed statement of all damages awarded, expenses incurred and benefits assessed, together with an explanatory map, in connection with the condemnation and perform the duties assigned to and required in regard to the condemnation and closing of two portions of Cromwell Street between the south side of E. McComas Street and the east side of West Peninsula Drive in accordance with Ordinance No. 120-395, of the Mayor and City Council of Baltimore, approved on August 26, 2020. And this is hereby to give further notice that the aforesaid statement, together with the explanatory map is ready for the inspection of all persons interested therein, on Thursday, September 17, 2020 at 10:00 am at the Office of the Right of Way Section, 417 E. Fayette Street, Harry S. Cummings Building, Lower Level for the purpose of reviewing any of the matters set forth in said statement to which any person claiming to be interested may make objections.

Timothy L. Knight
Chief
9/08, 9/15/2020 6756612

STORAGE TREASURES AUCTION
ONE FACILITY - MULTIPLE UNITS

Extra Space Storage will hold a public auction at the location indicated 3634 Falls Road, Baltimore, Maryland - 21211 September 22, 2020, @12:30 PM. Units 1404, 3023 The auction will be listed and advertised on www.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
9/15/2020 6762020

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09/15, 09/22, 09/29/20 6759381

410-835-0384 www.JHAuctions.com

Holloway & Sullivan, LLC
7 St. Paul Street, Suite 625
Baltimore, MD 21202

ONLINE ESTATE AUCTION
\$85,000+ Opening Bid

WOODLAWN "Milford Gardens" RANCH HOME
On 0.14± Acre
Known As:

3208 DOYERON CT
Baltimore Co., MD 21207

Bidding Opens
Tuesday, Sept. 15, 2020
BIDDING CLOSES:
THURS., SEPT. 17, 2020
AT 2:00 P.M.

No Buyer's Premium!
Estate of Mary L. Oliver,
Terry K. Sullivan, P.R.
A. J. BILLIG & CO.
AUCTIONEERS
Real Estate Specialists
410-296-8440
www.ajbillig.com

PUBLIC AUCTION
SunTrust Bank
Chase, VRS/Credit
Acceptance Corp. and all other institutions legally obligated to offer vehicles to the public.

Every Thursday at 9:00 AM
MANHEIM FREDERICKSBURG
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Fredericksburg, VA 22406
For more registration and information, please contact
Manheim Fredericksburg
540-368-3400

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Go to
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OFF PREMISES AUCTION TO BE HELD ON
Weds., Oct. 7, 2020 @ 1:00pm
Preview Property Day of Auction from 12:00pm - 1:00pm
\$150,000 Suggested Opening Bid | \$15,000 Deposit Required

JL JHL AUCTIONEERS
John Paul S. D'Anna • 410.530.4900
jp@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

PUBLIC AUCTION SALE
36 Residential Lots in Calvert & St. Mary's Counties

Auction to be held on
Weds., Sept. 30, 2020 @ 11:00am
on the courthouse steps of Calvert County Circuit Court
175 Main St., Prince Frederick, MD 20678
Suggested Opening Bid - \$150,000 | \$15,000 Deposit Required

JL JHL AUCTIONEERS
Jeff Baughman • 443.956.2628
jeff@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

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www.advertise.baltimoresun.com



CONDOMINIUM UNIT IN THE BRYANT GARDENS CONDOMINIUM

5539 GREEN MOUNTAIN CIR., UNIT 6
COLUMBIA, MD 21044

Auction to be held at the Circuit Court for Howard County, at the Court House Door, 8360 Court Ave., Ellicott City, MD 21043

FRI., SEPTEMBER 18 AT 10:30 AM
For more info, call Paul Cooper at 443-470-1437. Deposit \$10,000. Full terms & conditions available on our website.

ALEX COOPER
410-828-4838 • WWW.ALEXCOOPER.COM

Lee H. Benedict, Attorney at Law • Nusinov Smith LLP
WAREHOUSEMAN'S LIEN WINE AUCTION
2,000+ CASES OF WINE
Ayama, Beyerle, Chobot, Fortunata, Foundation Stone, Over the Mountain, Robinia, Tangled Tree, Viejo, Zorogvich, 24,000+ Bottles!
Capitol Express & Warehousing
8125 Stayton Drive • Jessup, MD 20794
Sat. Sept. 19th, 2020 @ 11 AM
TERMS: Registered bidders must have a valid MD Liquor License (must show proof of license) or be a MD resident 21 years of age or older (valid MD ID will be required). Cash, approved check, Master Card/Visa. 10% Buyer's Premium (discounted to 5% for cash or check). MD Sales tax where applicable. All items sold "AS IS", no returns. Immediate Removal!

STEVE DANCE AUCTIONS
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It's fast and easy!

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09/15, 09/22, 09/29/20 6759381

AUCTIONS

PUBLIC AUCTION SALE
1805 Eastern Ave. Baltimore, MD 21231
Downtown Commercial Office Space
On-Premises Auction to be held on Weds., Oct. 7, 2020 @ 1:00pm
Preview Property Day of Auction from 12:00pm – 1:00pm
\$150,000 Suggested Opening Bid | \$15,000 Deposit Required

JL JHL AUCTIONEERS
John Paul S. D'Anna • 410.530.4900
jp@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

PUBLIC AUCTION SALE
36 Residential Lots in Calvert & St. Mary's Counties
Auction to be held on **Weds., Sept. 30, 2020 @ 11:00am**
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Suggested Opening Bid - \$150,000 | \$15,000 Deposit Required

JL JHL AUCTIONEERS
Jeff Baughman • 443.956.2628
jeff@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

Selling your CAR has never been So Easy advertise. baltimoresun.com

PUBLIC AUCTION SALE
Land Lease in Ocean City, MD
52 years remaining on lease
Auction to be held at JHL Auctioneers Office on **Thurs., Oct. 1, 2020 @ 11:00am**
\$5,000 Deposit Required

JL JHL AUCTIONEERS
Jeff Baughman • 443.956.2628
jeff@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

PUBLIC AUCTION SALE
6 Cradock Lane Owings Mills, MD 21117
Historical Office Building • Originally Built in Approx. 1745
Open House Wed, Sept. 23 • 10:00am to Noon
On-Premises Auction to be held on **Weds., Oct. 7, 2020 @ 11:00am**
\$100,000 Opening Bid | \$10,000 Deposit Required

JL JHL AUCTIONEERS
Jeff Baughman • 443.956.2628
jeff@jhlauctioneers.com
www.jhlauctioneers.com
410.424.5456

AUCTIONS

Douglas C. Lauenstein, Attorney
8900 Belair Road, Nottingham, MD 21236
ESTATE AUCTION
\$150,000 Suggested Opening Bid
PERRY HALL
"Perry Hall Farms"
2 Bedroom + 2 Bath GARDEN APARTMENT CONDO. UNIT
In Elevator Building Sale On Premises
13H BROOK FARM CT.
Baltimore County, MD 21128
WED., SEPT. 30 AT 11:00 A.M.
Please see our website or call for complete details, photos & terms
A. J. BILLIG & CO. AUCTIONEERS
Real Estate Specialists
410-296-8440
www.ajbillig.com

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

Selling a pet?
Go to www.baltimoresun.com/advertiser

THE CASEY GROUP, LTD
222 Bosley Ave., Suite B-3 Towson, MD 21204
ABSOLUTE RECEIVER'S AUCTION
To The Highest Bidders Over Stated Minimum Bids Bidder Pre-Qualification Is Required
2 BROOKLYN COMMERCIAL PROPERTIES
Located in HUB & Economic Incentive Zones
Sales On Premises **600 & 606-608 E. PATAPSCO AVE.**
Corner 6th Street Baltimore, MD 21225
TUES., OCTOBER 6 AT 11:00 A.M.
Each property is zoned C-2 commercial and improved by a former restaurant building. The properties are contiguous. 600 lot size 42' x 76' m/l. 606-608 lot size 81'6" x 150'. Please see our website or call for complete details, photos and terms. Bidder prequalification is due by September 29.
No Buyer's Premium
A. J. BILLIG & CO. AUCTIONEERS
Real Estate Specialists
410-296-8440
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FOR BOND ISSUE: _____
 AGAINST BOND ISSUE: _____

QUESTION E

SOURCE: COUNTY ORDINANCE
TITLE: PARKS, PRESERVATION AND GREENWAYS BORROWING

AN ORDINANCE to authorize and empower Baltimore County, Maryland to borrow \$35,000,000 for parks, preservation and greenways projects, including but not limited to acquisition of playgrounds, parks and recreational facilities and the construction, improvement, repair and maintenance of playgrounds, parks and community centers, to be undertaken pursuant to Sections 705(a) and 718 of the Baltimore County Charter. (Bill 40-20)

FOR BOND ISSUE: _____
 AGAINST BOND ISSUE: _____

QUESTION F

SOURCE: COUNTY ORDINANCE
TITLE: COMMUNITY COLLEGE BORROWING

AN ORDINANCE to authorize and empower Baltimore County, Maryland to borrow \$17,500,000 for community college projects, including but not limited to the construction, improvement, maintenance, and modernization of buildings and other improvements for the community colleges, to be undertaken pursuant to Sections 705(a) and 718 of the Baltimore County Charter. (Bill 41-20)

FOR BOND ISSUE: _____
 AGAINST BOND ISSUE: _____

QUESTION G

SOURCE: COUNTY ORDINANCE
TITLE: SCHOOL BORROWING

AN ORDINANCE to authorize and empower Baltimore County, Maryland to borrow \$200,000,000 for public school projects, including but not limited to acquisition, construction, reconstruction, improvement, extension, repair, maintenance, conversion, and modernization of public school buildings and sites, to be undertaken pursuant to Sections 705(a) and 718 of the Baltimore County Charter. (Bill 42-20)

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 AGAINST BOND ISSUE: _____

appointment. Copies of documents may be obtained at a cost of \$0.36 per page.
9/29, 10/6/2020 8774978

FRANCHISE AGREEMENT BY AND AMONG BALTIMORE COUNTY, MARYLAND and CROWN CASTLE FIBER

Pursuant to the provisions of Section 3-9-201 of the Baltimore County Code, as amended, notice is hereby given that Baltimore County, Maryland, is reviewing an application by Crown Castle Fiber for a non-exclusive franchise, for property in rights of way of certain roads in Baltimore County, Maryland 21224, the proposed route starting point on Eastern Ave between Adams Pl and Pembroke Blvd. The path will continue north up Pembroke Blvd, and will extend right into the alley between Eastbrooke Ave and Gough St.

Franchisee seeks an approximate 3,498-foot non-exclusive franchise for the purpose of installing underground conduit and fiber optic cable thereafter maintaining the improvements. The Initial Term of the Franchise Agreement and associated franchise shall be thirty-five (35) years. Thereafter, the County shall have the option of extending the Franchise Agreement and associated franchise for two (2) successive terms of not more than twenty-five (25) years each.

As Base Compensation for the Initial Term, Franchisee shall pay the County nine thousand five hundred and sixty seven Dollars and zero Cents (\$9,567.00), which shall be subject to revaluation no more than once every five (5) years after the date of execution of the Franchise Agreement, and any renewal thereof, in accordance with the provisions of the Baltimore County Code, as amended.

A complete statement of the terms and conditions of the Franchise Agreement may be obtained from Baltimore County Real Estate Compliance, County Office Building, 111 W. Chesapeake Ave, Towson, MD 21204.

Any persons having specific objections to the proposed Franchise Agreement must file said objections, in writing, with the Director, Department of

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Bids will be received under the following request for bids:

• PEPMM 2021 Product Line Bid. All Maryland public and non-public schools and other eligible organizations may purchase from these awarded contracts. For more information about the request for bids, visit www.peppm.org/bids.

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09/15, 09/22, 09/29/20 6759381

IN THE MATTER OF Rosalind M. Scott

IN THE CIRCUIT COURT FOR BALTIMORE CITY
 FOR CHANGE OF NAME TO Rosalyn Marie Scott
 Case No. 24-D-20-001743

dy, 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. **BIDDERS ARE STRONGLY ENCOURAGED TO FOLLOW CDC GUIDANCE AND WEAR A COVER OVER BOTH NOSE AND MOUTH AND PRACTICE SOCIAL DISTANCING AT THE AUCTION.** (Matter No. 337973-1)
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			Total	\$115.48

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Date: 9/30/2020	Fed ID#: 13-4123607
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County of Middlesex)

Lisa Arrington 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):

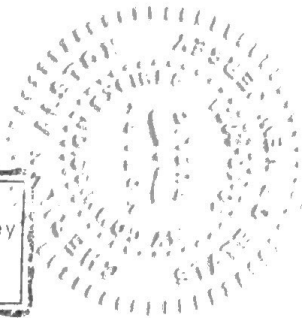
Times of Trenton 09/22, 09/29, 09/15/2020

Lisa Arrington
Principal Clerk of the Publisher

Sworn to and subscribed before me this 30th day of September 2020

CHERYLYN ALSTON
Notary Public, State of New Jersey
My Commission Expires
October 18, 2024

[Signature]
Notary Public



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09-15-2020, 09-22-2020, 09-29-2020



Aislinn Rubel 9.30.2020

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Notary Public
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REQUEST FOR BIDS

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TU3t 4124604


10/16/20

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

September 15th, 2020, September 22nd, 2020, September 29th, 2020


Anthony Pacini

On this 16th day of October, I attest that the attached document is a true, exact, complete, and unaltered
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Notary

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

TECH

How will Oracle deal affect TikTok?

US threatened to ban app without American owner

Jessica Guynn
USA TODAY

ByteDance, the Chinese company that owns the popular video-sharing app TikTok, has tapped Oracle as its U.S. technology partner in a bid to keep its U.S. operations going.

So what does that mean for you? "The impact of the Oracle deal on TikTok users is a difficult question to answer at this point since we don't have a full picture of what Oracle's role will be," said eMarketer analyst Debra Aho Williamson. "The biggest concern that TikTok users have is that the app that they love will continue to exist. That is their ground zero. They love TikTok so much that some TikTok users have changed their location on their phone to Canada so that they won't lose access to TikTok if it were banned in the U.S."

The Oracle announcement comes a week before the Sept. 20 deadline for ByteDance to sell TikTok to an American company or risk being banned because of national security concerns. With its chummy relationship with the Trump administration, Oracle may have the inside track to get a deal done.

"We can confirm that we've submitted a proposal to the Treasury Department which we believe would resolve the Administration's security concerns," TikTok said in a statement.

A critical factor will be making sure the technology is safe for users in the U.S. under the proposal, Treasury Secretary Steven Mnuchin said Monday.

"We'll be reviewing it with their technical teams and our technical teams to see if they can make the representations that we need," Mnuchin said.

What would an Oracle deal mean for TikTok users?

If the administration clears the deal, TikTok would continue operating in the U.S. Oracle's plans for TikTok are unclear at this point, but Wedbush Securities analyst Daniel Ives does not expect much to change for consumers if the deal goes through.

"The average teen or tween using TikTok will not know the difference," Ives said.

The stakes would be high for Oracle. For its legions of users, TikTok isn't just flashy entertainment, it's a vibrant community, Williamson says. "If anything were to change about that experience as a result of Oracle's involvement, they would be devastated," she said.

Analysts say Oracle will need to make sure that the service retains its hold on



TikTok is a popular video-sharing app. JUSTIN SULLIVAN/GETTY IMAGES

users and its influencers. In the U.S., it's estimated that TikTok has more than 100 million monthly active users.

"We strongly believe that its user base has only grown as a result of stay at home orders and remote learning," Bernstein analyst Mark Moerdler said in a research note. "But it may also have been negatively impacted by the uncertainty surrounding TikTok's future."

Forrester analyst Jeff Pollard says Oracle should allow the U.S. TikTok team to operate independently much like Microsoft did when it acquired LinkedIn.

What worries US about TikTok?

TikTok, like other social networks, collects data on its users. Unlike Facebook or Google's YouTube, TikTok is owned by a Chinese company and has come under scrutiny over allegations it supplies user data to Beijing. TikTok says it does not store U.S. user data in China and would not hand over that data to the Chinese government.

Is Oracle buying TikTok?

No. Microsoft and Walmart were among the bidders to buy TikTok's U.S. operations, but ByteDance would not part with its secret sauce, the technology that suggests videos to users. China had warned it might block the technology from being exported.

So Oracle struck a deal to be ByteDance's U.S. technology partner, meaning it will provide back-end technology to TikTok and assuage the Trump administration's concerns about the security of U.S. users' data, Ives said.

Walmart on Sunday said it is continuing discussions "with ByteDance

leadership and other interested parties."

"We know that any approved deal must satisfy all regulatory and national security concerns," Walmart said in a statement.

"TikTok's back was against the wall. No company is going to buy the company outright without the algorithm," Ives said. "The alternative was a partnership, and for Oracle, it's about controlling the inflows and the outflows, making sure there are no backdoors to Beijing and the U.S. government having comfort with Oracle as a trusted vendor and stalwart U.S. technology provider."

The Treasury Department-led Committee on Foreign Investment in the United States which reviews deals for national security issues must approve the Oracle partnership. What may worry the administration is that Beijing could alter the algorithm to push propaganda.

What is Oracle's relationship with the Trump administration?

Oracle has a close relationship with the Trump administration and a long track record with the U.S. government that analysts say could help boost the TikTok deal.

Larry Ellison, Oracle's co-founder and chairman, has publicly supported Trump and hosted a fundraiser for Trump's reelection campaign in February. CEO Safra Catz was part of the president's transition team.

"Larry Ellison has a long history of working with the US government - specifically the intelligence community," Forrester Research's Pollard said in a blog post. "Oracle's first customer was

the CIA, and the company is named after a CIA project Ellison and co-founders worked on prior to starting the company."

In August, Trump called Oracle a "great company" that "would be certainly somebody that could handle it."

What does Oracle get out of a TikTok deal?

"I doubt that many of the youthful users of TikTok know what Oracle is or even care very much," said eMarketer's Williamson.

Oracle is an enterprise software and cloud services company. Pollard says Oracle is frustrated at lagging behind competitors Amazon Web Services, Microsoft Azure, Alibaba Cloud and Google Cloud so it's been pushing to win over more business customers and increase its "hip factor" by doing deals with well-known brands like Zoom. With 800 million users globally and 100 million in the U.S., "nothing is more hip than TikTok at the moment," Pollard says.

Some of the moves that Bernstein's Moerdler anticipates: TikTok would move to the Oracle Cloud. Another key point: A TikTok deal would also benefit Oracle's digital advertising business as well as its e-commerce business.

What are the privacy concerns of an Oracle deal?

Some in the Trump administration worry that a technology partnership does not adequately protect the data of U.S. users.

The other issue is whether Oracle, which already collects so much data on Americans, would pose a privacy threat of its own, particularly to younger TikTok users, privacy watchdogs say.

"Unless the Trump Administration imposes safeguards for the deal, handing TikTok over to Oracle will unleash major new threats to the privacy of Americans," said Jeffrey Chester, executive director of the Center for Digital Democracy. "Oracle has assembled a powerful array of data companies that already collects information on what we buy, shop, view, etc. By turning over the treasure trove of data gathered by TikTok, Oracle will be able to leverage its data so it can better track and target U.S. consumers."

In addition, Chester says he has warned the Federal Trade Commission and the Justice Department that he believes TikTok is violating privacy laws that shield children 12 and under in the U.S.

"It would be tragic if the Trump White House allowed Oracle to operate TikTok and not first have to comply with the kids' data law," Chester said.

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The bid opening will take place at 2:00 PM Central Time

Further information regarding a virtual bid opening will be made available to potential respondents who register at the link provided.

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Davis channels Lakers legend: Kobe 'is with us'

Jeff Zillgitt
USA TODAY

LAKE BUENA VISTA, Fla. — Anthony Davis ran toward the Los Angeles Lakers bench and yelled “Kobe!”

A second earlier, Davis — wearing the Kobe Bryant “Mamba” Lakers uniform — swished a 3-pointer at the buzzer to give the Lakers a 105-103 victory over the Denver Nuggets in Game 2 of the Western Conference finals Sunday night.

L.A. takes a 2-0 series lead into Tuesday’s Game 3 (9 p.m., ET, TNT).

“Obviously wearing the jerseys, he’s hit countless shots like that to win games, whether it’s in the playoffs, Finals,” Davis said. “But it was a special one for me. Special one for my teammates.”

When the Lakers break a huddle, Lakers coach Frank Vogel says “one, two, three” and then players yell



Davis

“Mamba.”
“Well, we want to embody what Kobe Bryant stood for and honor his memory,” Vogel said. “Obviously, there are certain games where we are going to feel it a little bit more than others. When we have that uniform on, I think we feel it more than others. That’s a shot Kobe Bryant would hit.”

“To me, AD coming off just flying to the wing like that, catch-and-shoot with the biggest game on the line of our season, nothing but net, it’s a Mamba shot.”

The Lakers are trying to win a championship for themselves but also to honor the memory of Bryant, who died in a helicopter crash on Jan. 26.

“Every time we put on those jerseys, obviously we’re representing him,” Davis said. “Especially in those jerseys, it’s his jersey, one he created, and any

time we put it on we want to win. Coach made sure that we knew that in the huddle.

“He said, ‘Look at the jerseys you have on. He would have made big-time plays. So it’s time for us to make big-time plays,’ like with six minutes left in the game. ... So just looking down at the jersey and coach telling us, it’s a constant reminder that Kobe is with us, and we kind of have the spirit in those jerseys.”

Davis had never played in the conference finals until Friday. He scored 37 points and collected 10 rebounds in Game 1 and followed it up with 31 points and nine rebounds in Game 2. “Having this team and coaching staff that believes in you to make plays like that and to draw plays up for you, to make you take those big shots,” Davis said, “puts a lot of confidence in myself and confidence in my game where I can go up and make those type of plays.”

Just like Kobe Bryant did.

FOR THE RECORD

All times ET

NFL

AMERICAN CONFERENCE

East	W	L	T	Pct	PF	PA
Buffalo	2	0	0	1.000	58	45
New England	1	1	0	.500	51	46
Miami	0	2	0	.000	39	52
N.Y. Jets	0	2	0	.000	30	58

South	W	L	T	Pct	PF	PA
Tennessee	2	0	0	1.000	49	44
Indianapolis	1	1	0	.500	48	38
Jacksonville	1	1	0	.500	57	53
Houston	0	2	0	.000	36	67

North	W	L	T	Pct	PF	PA
Baltimore	2	0	0	1.000	71	22
Pittsburgh	2	0	0	1.000	52	37
Cleveland	1	1	0	.500	41	68
Cincinnati	0	2	0	.000	43	51

West	W	L	T	Pct	PF	PA
Kansas City	2	0	0	1.000	57	40
Las Vegas	1	0	0	1.000	34	30
L.A. Chargers	1	1	0	.500	36	36
Denver	0	2	0	.000	35	42

x-Sept. 28: L.A. Lakers vs. Denver, TBD
x-Sept. 30: Denver vs. L.A. Lakers, TBD

NBA Playoffs

SEMIFINALS

(Best-of-5; x-if necessary)

(7)Connecticut 1, (1)Las Vegas 0

Sept. 20: Connecticut 87, Las Vegas 62
Sept. 22: Connecticut vs. Las Vegas, 9 p.m.
Sept. 24: Las Vegas vs. Connecticut, 7:30 p.m.
x-Sept. 27: Game Four, 1 or 3 p.m.
x-Sept. 29: Game Five, 7 or 9 p.m.

(2)Seattle vs. (4)Minnesota

Sept. 20: Minnesota vs. Seattle, p.p.d.
Sept. 22: Minnesota vs. Seattle, 7 p.m.
Sept. 24: Seattle vs. Minnesota, 9:30 p.m.
x-Sept. 27: Game Four, 1 or 3 p.m.
x-Sept. 29: Game Five, 7 or 9 p.m.

MLB

AMERICAN LEAGUE

East Division

W	L	Pct	GB
x-Tampa Bay	35	19	.648
x-New York	31	22	.585
Toronto	27	26	.509
Baltimore	23	31	.426
Boston	20	34	.370

Central Division

W	L	Pct	GB
x-Chicago	34	19	.642
x-Minnesota	33	22	.600
Cleveland	29	24	.547
Detroit	22	30	.423
Kansas City	21	32	.396

West Division

W	L	Pct	GB
x-Oakland	33	20	.623
Houston	27	26	.509
Los Angeles	24	31	.436
Seattle	23	30	.434
Texas	19	35	.352

Sunday's Games

z-clinched playoff berth
Sept. 21: Tampa Bay 1, Detroit 4
Sept. 22: Tampa Bay 1, Detroit 4
Sept. 23: Tampa Bay 1, Detroit 4
Sept. 24: Tampa Bay 1, Detroit 4
Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Monday's Games

Sept. 21: Tampa Bay 1, Detroit 4
Sept. 22: Tampa Bay 1, Detroit 4
Sept. 23: Tampa Bay 1, Detroit 4
Sept. 24: Tampa Bay 1, Detroit 4
Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Tuesday's Games

Sept. 22: Tampa Bay 1, Detroit 4
Sept. 23: Tampa Bay 1, Detroit 4
Sept. 24: Tampa Bay 1, Detroit 4
Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Wednesday's Games

Sept. 23: Tampa Bay 1, Detroit 4
Sept. 24: Tampa Bay 1, Detroit 4
Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Thursday's Games

Sept. 24: Tampa Bay 1, Detroit 4
Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Friday's Games

Sept. 25: Tampa Bay 1, Detroit 4
Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

Saturday's Games

Sept. 26: Tampa Bay 1, Detroit 4
Sept. 27: Tampa Bay 1, Detroit 4
Sept. 28: Tampa Bay 1, Detroit 4
Sept. 29: Tampa Bay 1, Detroit 4
Sept. 30: Tampa Bay 1, Detroit 4

NATIONAL LEAGUE

East Division

W	L	Pct	GB
Atlanta	31	22	.585
Miami	28	25	.528
Philadelphia	27	26	.509
New York	24	29	.453
Washington	20	32	.385

Central Division

W	L	Pct	GB
Chicago	31	22	.585
St. Louis	26	24	.520
Cincinnati	27	27	.500
Milwaukee	26	26	.500
Pittsburgh	15	38	.283

West Division

W	L	Pct	GB
z-Los Angeles	38	16	.704
z-San Diego	34	20	.630
San Francisco	26	20	.560
Colorado	23	29	.442
Arizona	20	34	.370

Sunday's Games

Miami 2, Washington 1, 7 innings, 1st game
Atlanta 7, N.Y. Mets 0
Cincinnati 7, Chicago White Sox 3
Milwaukee 5, Kansas City 3
Houston 3, Arizona 2
Colorado 6, L.A. Dodgers 3
Toronto 6, Philadelphia 3
St. Louis 2, Pittsburgh 1
Washington 15, Miami 0, 7 innings, 2nd game
San Francisco 14, Oakland 2
San Diego 7, Seattle 4, 11 innings
Minnesota 4, Chicago Cubs 0

Monday's Games

Philadelphia at Washington
Milwaukee at Cincinnati
Chicago Cubs at Pittsburgh
Miami at Atlanta
Tampa Bay at N.Y. Mets
St. Louis at Kansas City
Colorado at San Francisco

Tuesday's Games

Philadelphia (Nola 5-3) at Washington (Voth 0-5), 3:05 p.m., 1st game
Philadelphia at Washington, 6:35 p.m., 2nd
Milwaukee (Anderson 3-3) at Cincinnati (Gray 5-3), 6:40 p.m.
Chicago Cubs at Pittsburgh (Brault 1-3), 7:05
Miami (Ureña 0-2) at Atlanta (Hamels 0-1),
7:10 p.m.
Tampa Bay (Snell 4-1) at N.Y. Mets (Lugo 2-3),
7:10 p.m.
St. Louis at Kansas City (Singer 3-4), 8:05 p.m.
L.A. Angels (Canning 1-3) at Cleveland (Davies 7-3), 9:10 p.m.

Wednesday's Games

Philadelphia at Washington, 6:05 p.m.
Texas at Arizona, 6:10 p.m.
Milwaukee at Cincinnati, 6:40 p.m.
Chicago Cubs at Pittsburgh, 7:05 p.m.
Miami at Atlanta, 7:10 p.m.
St. Louis at Kansas City, 8:05 p.m.
Oakland at L.A. Dodgers, 9:40 p.m.
Colorado at San Francisco, 9:45 p.m.

PHILADELPHIA AT WASHINGTON, 6:05 p.m.

Texas at Arizona, 6:10 p.m.
Milwaukee at Cincinnati, 6:40 p.m.
Chicago Cubs at Pittsburgh, 7:05 p.m.
Miami at Atlanta, 7:10 p.m.
Tampa Bay at N.Y. Mets, 7:10 p.m.
St. Louis at Kansas City, 8:05 p.m.
Oakland at L.A. Dodgers, 9:40 p.m.
Colorado at San Francisco, 9:45 p.m.

SOCCER

English Premier League

GP	W	D	L	GF	GA	Pts
Leicester	2	2	0	7	2	6
Everton	2	2	0	6	2	6
Arsenal	2	2	0	5	1	6
Liverpool	2	2	0	6	3	6
Crystal Palace	2	2	0	4	1	6
Tottenham	2	1	0	5	3	3
Man City	1	0	0	3	1	3
Brighton	2	1	0	4	3	3
Aston Villa	1	1	0	0	0	3
Leeds	2	1	0	1	7	3
Chelsea	2	1	0	1	3	3
Wolverhampton	2	1	0	1	3	3
Newcastle	2	1	0	1	2	3
Burnley	1	0	0	1	2	0
Man United	1	0	0	1	1	0
West Ham	2	0	0	2	1	0
Sheffield Utd	2	0	0	2	0	0
Fulham	2	0	0	2	3	0
Southampton	2	0	0	2	2	0
West Brom	2	0	0	2	2	0

Sunday's Games

Southampton 2, Tottenham 5
Newcastle 0, Brighton 3
Chelsea 0, Liverpool 2
Leicester 4, Burnley 2
Monday's Games
Aston Villa 1, Sheffield United 0
Wolverhampton 1, Man City 0
Saturday's Games
Brighton vs. Man United, 6:30 a.m.
Crystal Palace vs. Everton, 9 a.m.
West Brom vs. Chelsea, 11:30 a.m.
Burnley vs. Southampton, 2 p.m.

MLS

Sunday's Game

Philadelphia 4, Montreal 1
Wednesday's Games
Montreal at New England, 5 p.m.
FC Dallas at Atlanta, 7 p.m.
Toronto FC at New York City FC, 7 p.m.
Orlando City at Sporting KC, 7:30 p.m.
Minnesota at Columbus, 7:30 p.m.
Philadelphia at Cincinnati, 7:30 p.m.
Houston at Chicago, 7:30 p.m.
New York at Miami, 8 p.m.
D.C. United at Nashville, 8 p.m.
San Jose at Colorado, 9 p.m.
LA Galaxy at Real Salt Lake, 9:30 p.m.
Seattle at Portland, 10 p.m.
Vancouver at Los Angeles FC, 10:30 p.m.

NWSL

W	L	T	Pts	GF	GA
North Carolina	1	0	1	4	3
Portland	1	0	0	3	0
Chicago	1	1	0	3	3
Washington	1	1	0	3	3
Sky Blue FC	1	1	0	3	5
Orlando	0	0	1	1	0
Reign FC	0	0	0	0	0

STANLEY CUP FINALS

(Best-of-7)

At Edmonton, Alberta

Dallas 1, Tampa Bay 0

Sept. 19: Dallas 4, Tampa Bay 1
Sept. 21: Dallas vs. Tampa Bay
Sept. 23: Tampa Bay vs. Dallas, 8 p.m.
Sept. 25: Tampa Bay vs. Dallas, 8 p.m.
Sept. 26: Dallas vs. Tampa Bay, 8 p.m.
x-Sept. 28: Tampa Bay vs. Dallas, 8 p.m.
x-Sept. 30: Dallas vs. Tampa Bay, 8 p.m.

Corrections & Clarifications

● The NFL standings in the Wednesday-Friday editions duplicated the AFC South Division teams under the AFC East.

● A U.S. Open caption in some editions Monday referenced an earlier edition photo rather than Bryson DeChambeau hoisting the winning trophy.

● The Buccaneers-Panthers score was incorrect in some editions Monday. The Buccaneers won 31-17.

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BetMGM.com Line

NFL	Thursday 9/24	Favorite	Line	O/U	Underdog
Miami	8½	66½	JACKSONVILLE		

Sunday 9/27	Favorite	Line	O/U	Underdog
LA Rams	9	66½	BUFFALO	
Houston	6½	65½	PITTSBURGH	
San Francisco	14	61½	NY GIANTS	
Tennessee	11½	65½	MINNESOTA	
Washington	5	64½	CLEVELAND	
Cincinnati	5	66½	PHILADELPHIA	
Chicago	8½	66½	ATLANTA	
NY Jets	2	63½	INDIANAPOLIS	
Carolina	3½	63½	LA CHARGERS	
Detroit	5	72½	ARIZONA	
Tampa Bay	16	63½	DENVER	
Dallas	4½	75½	SEATTLE	

Monday 9/28	Favorite	Line	O/U	Underdog
Kansas City	8½	71½	BALTIMORE	

College Thursday 9/24	Favorite	Line	O/U	Underdog
UAB	7½	51½	S. ALABAMA	

Saturday 9/26	Favorite	Line	O/U	Underdog
Central Florida				

Kurt Busch scores hometown win

Kelly Crandall

Racer Magazine | USA TODAY Network

The dice finally fell Kurt Busch's way at Las Vegas Motor Speedway.

Busch scored his first NASCAR Cup Series win of the season and the first at his home track Sunday night by driving away on an overtime restart in the South Point 400. It was possible because Chip Ganassi Racing's No. 1 team was in the right spot – leading – when a caution fell on lap 237 in the middle of green-flag pit stops trapped each of his fellow playoff contenders a lap down.

Able to make his final pit stop under caution, Busch lined up second to Matt DiBenedetto and quickly snatched the top spot away. He never relinquished it, even with two additional cautions bunching the field back up.

"This is what kids dream of when they grow up racing," said Busch, who had been 0-for-21 at Las Vegas. "You dream of winning at your hometown track, and for two decades it's kicked my butt. Tonight, with this Monster Energy Chevy, I'm in awe.



In his 22nd NASCAR Cup Series race at Las Vegas Motor Speedway, Kurt Busch finally celebrated a victory Sunday. ISAAC BREKKEN/AP

"I knew the race would come to us. We needed to get to nightfall, and one of those quirky Matt McCall (crew chief) pit sequences finally unfolded. We got lucky. You've got to be lucky. You have to be lucky in any race, but we did it to-

night with teamwork and pulling through and just not giving up."

DiBenedetto hung on for a second-place finish. He also finished second in the spring Vegas race. Denny Hamlin, who won the first stage and led a race-

high 121 laps, charged to finish third.

Martin Truex Jr. finished fourth, and Alex Bowman was fifth. Hamlin and Truex were among those who had to take the wave around on the lap 237 caution while Bowman was the free pass recipient. Kyle Busch finished sixth, Ryan Blaney seventh, and Erik Jones eighth. Chris Buescher finished ninth and Kevin Harvick 10th.

The other playoff drivers in the finishing order: Clint Bowyer 12th, Brad Keselowski 13th, Joey Logano 14th, Chase Elliott 22nd and Austin Dillon 32nd.

Las Vegas was the first race in the second round of the playoffs. Busch jumped from last on the playoff grid to automatically advancing into the Round of 8. Below the cutline going into Talladega Speedway are Kyle Busch, Bowyer, Almirola and Dillon.

"That's part of the system," Kurt Busch said. "It's an incredible feeling to not have – well, it's sinking in – no Talladega worries, no roval worries. But we're still going there to get points. We're still going there to add up what we need to do to win this championship."

Brennaman: 'I hurt a lot of people'

Bob Nightengale

USA TODAY

Thom Brennaman tried, but the self-inflicted pain is too great, resurrecting the memories of Aug. 19: the night he uttered that word on television, changing his life forever.

He can't bring himself to watch his Reds, who are back in the postseason for the first time since 2013.

"I'm very happy for them, I'm happy for their fans ... but I can't do it." Brennaman told USA TODAY Sports in his first interview discussing the incident. "At this point, it would just cause anxiety, create tension, wondering 'what if,' and I don't have time for those things. I don't have the energy, and it wouldn't do anybody any good."

Brennaman's voice drops off. "I hurt a lot of people. I have to live with it for the rest of my life."

The Brennaman name has been synonymous with the Reds for nearly a half-century. Brennaman, 57, raised in Cincinnati, was the TV voice of the Reds for the past 14 years. His father, Hall of Fame broadcaster Marty Brennaman, was the radio voice of the Reds for 45 years until his retirement last year.

Now, for the first time since the days of the Big Red Machine, there is no Brennaman behind the microphone. He officially announced his resignation last week, but the Reds had already decided he wasn't returning. Fox Sports, where he worked as an NFL announcer since 1994, has indefinitely suspended him.

He would love to work in broadcasting again but knows the homophobic slur he uttered during Game 1 of a doubleheader will resonate forever.

"I don't even remember saying that or what I was talking about," Brennaman says. "To this day, I couldn't tell you a single pitch, the score – I can barely remember who was playing in the game. Maybe it was the shock, I don't know. I just remember getting a clip from the Reds in between games of the double-



Brennaman

header. I'm in a state of shock, my phone is blowing up, the computers are blowing up. This was very, very, very serious."

The second game of the doubleheader started, and in the fifth inning Brennaman was told he had to immediately leave the broadcast, openly wondering if he would ever put on the headset again.

"I asked them if I can at least apologize on air," Brennaman said. "I'm watching my career and my world fall apart. I had 45 seconds. I'm going on live TV. I don't even remember what I said in my apology, only that I stopped to call (Nick) Castellanos' homer. And then I have people criticize my apology. I don't even know what that means.

"All of that stuff is irrelevant now. I said what I said. Thom Brennaman used the word. I never remember using that word in my adult life, but I did that night. I'm the one who has to live with the consequences of it."

Brennaman was recently invited to the home of Ryan Messer, vice president of the Cincinnati Board of Education and co-founder of Greater Cincinnati's Human Rights Campaign and who is also the voice of the LGBTQ community in Cincinnati. Messer, who had written an op-ed for The Cincinnati Enquirer about Brennaman's use of the slur, invited about a dozen people from the LGBTQ community to speak. The meeting lasted 2 hours and 15 minutes, leaving Brennaman in tears.

Several members of the group made it clear this was not going to be an apology tour. They questioned his motivation. They openly chastised him, telling him the pain he caused and wondered if he was simply meeting them to help save his job.

"Even though I had already met with numerous gay men and gay leaders since the incident," Brennaman said, "there were a couple of people really

challenging what I said, and challenging me in a cynical, skeptical way. 'OK, what are you really doing here? What are your intentions? Or is this really (expletive)?' ...

"I was like, 'Whoa!' That's when I realized that I really, really hurt some people far deeper than I had any idea."

Brennaman listened to the sickening stories. Messer told him how he was ready to walk into a gay bar out of college when a group of men approached him. The next thing he knew, he awoke in the hospital emergency room. He heard another man tell a story about how he was intentionally hit by a car, with the driver yelling the same slur. He wound up in the hospital for nine months and taking two years to walk without a cane.

"I don't think he understood the impact," Messer said. "Most people who are not gay don't understand the true impact of the word. It's the magnitude of the word."

"Does he hate gay people? No. Do I think he made a stupid comment? Yes. Do I believe he can have a positive impact? Yes. He has a great deal of regret, but it wasn't just him. It was being in an environment where he thought it was OK to use that word."

It's a word, said former major league outfielder Billy Bean – who came out as gay after his career – that was commonly used during his playing days. It was thrown around the clubhouse as frequently as a tin can of chewing tobacco. No one ever gave it a second thought.

Fortunately, times have changed.

Bean, MLB's vice president and special assistant to Commissioner Rob Manfred and who speaks to Brennaman several times a week, was proud to see the harsh backlash, particularly by the Reds players. Cincinnati reliever Amir Garrett was among the first to tweet his support to the LGBTQ community, condemning Brennaman.

A former high school classmate remembers Brennaman standing up for

him against the slur some 40 years ago. Brennaman was sitting in the stands at his high school football game his senior year at Anderson High School when a group of kids started bullying a gay classmate, Scott Seomin. They were calling him the same word. Brennaman turned around and told them to cut it out. The taunting immediately stopped.

"I never forgot what he did for me that night," said Seomin, now a psychotherapist in Los Angeles. "It's very much imprinted in my brain. As a closeted gay high school kid in conservative Cincinnati, Ohio, in the early '80s, you just don't come out of the closet. There was a certain amount of fear of being outed."

Yet when you ask Brennaman, he didn't have a recollection of it until Seomin contacted him the night of the incident, asking to talk.

"When he said he didn't remember this," Seomin said, "I said, 'Of course you don't. It wasn't important to you. But it meant everything to me.'"

Brennaman has spent the past six weeks seeking advice and counseling from Seomin, Bean and Messer. They gave him a list of books to read, films to watch, learning about the systemic prejudice against the LGBTQ community.

He began attending PFLAG meetings, a group representing parents and friends of the LGBTQ community.

Sure, he'll tell you he'll never fully understand the pain of the LGBTQ community, but he thinks he can help make a difference speaking out.

"It was gut-wrenching to see what happened," Marty Brennaman said, "but he's going to prove to people he's not the person who said what he said. It certainly doesn't define who he is. He knows what he has to do, and the hurdles has to overcome, but there are a lot of people in the gay community who are in his corner."

"But I worry about him. I talk to him every day to make sure he's in the right frame of mind. I want to make sure, more than anything, mentally, he's OK."

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NOTICES

PUBLIC NOTICE

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 Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020.

Bids shall be received electronically at www.epylon.com.

Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct. 27, 2020, at the CSIU, 90 Lawton Lane, Milton, PA 17847. However, in the case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference.

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

Bids will be received under the following request for bids:

PEPPM 2021 Product Line Bid.

For more information about the request for bids, visit www.peppm.org/bids.

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 90 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.

PUBLIC NOTICE

Request for Proposal (RFP)

E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

RFP#683486 for Mattresses, Hospitality Supplies, Equipment and Related Services.

Proposals are due by **1:00 ET on Tuesday, November 3rd, 2020**

Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via <https://www.eandi.org/contract-finder/rfp-development/>.

E&I does not accept hard copy submissions or submissions through any other medium other than its Electronic Sourcing Solution.

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CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2021 Product Line Bid – Pennsylvania

Electronic Bid #530582

Bid Due Date: Tuesday, October 27, 2020, 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 2021 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 530582.

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](#)
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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. Eastern Time, Tuesday, October 27, 2020 (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 3 p.m. Eastern Time, Tuesday, October 27, 2020 (the “Bid Opening Date”), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847; however, in the case of an emergency, or, in the Agency’s discretion, in the interest of public health and safety, and as permitted by applicable law, the Agency may instead broadcast the opening of bids via teleconference or video conference.

I.9 Prebid Meetings

No prebid meeting will be held for this RFB.

I.10 Other Important Dates

- Requests for Equivalents Due Date September 18, 2020
- Response for Equivalents Amendment September 28, 2020
- Consideration of Exceptions Due Date September 18, 2020
- Response to Exceptions Amendment September 28, 2020
- Submission of Questions Due Date October 20, 2020
- Tentative Board Award Date November 18, 2020

- Tentative Agency Contract Signing November 19, 2020
- Contract Start Date January 1, 2021

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

The Agency’s minimum legal advertising requirements are met with legal notices in two newspapers of general circulation in the area where the Agency is located, such as, the Harrisburg *Patriot News*, the Sunbury *Daily Item*, and the Milton *Standard Journal*. To encourage wide Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States. The Agency’s E-rate notification requirements are also met with the posting of the accompanying E-rate FCC Form 470 including this RFB and any addenda that may be issued.

I.12 Contract Term

The initial term of the awarded Contracts shall begin on January 1, 2021, and continue until December 31, 2021, unless terminated, cancelled, or extended.

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

II.1 Captions

The captions appearing at the beginning of each Section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

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

II.5 Christian Doctrine

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

II.6 Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of “Agency”

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

II.8 Definition of “Agreement”

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

II.9 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 \$100 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 debarms 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, Epsilon.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. Eastern Time 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](mailto: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 90 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, 2020 (©2020, CSIU & Epylon).

[END]