



**PEPPM 2022
Product Line Bid**

Pennsylvania Contract Documentation

Bid # 531841

Contract Start Date: January 1, 2022

PEPPM 2022 Product Line Bid Award List for Pennsylvania

Awarded December 15, 2021

Product Line	Product Line Description	Awarded Vendor	Contract Number
Alumni Educational Solutions	Educational furniture	Alumni Educational Solutions	531841-001
AMD Global Telemedicine	Telemedicine equipment, software and accessories	AMD Global Telemedicine, Inc.	531841-002
AnyDesk Software	Remote desktop for IT	White Rock Cybersecurity	531841-003
Arctic Wolf Networks	Network and cybersecurity monitoring	Winslow Technology Group	531841-004
ASR Alert Systems	Threat-alert notification system	ASR Alert Systems	531841-005
Automox	Cloud native patch automation and management platform	Winslow Technology Group	531841-006
Ava Security	On-premise and cloud-based video surveillance systems	Ava Security	531841-007
BusRight	Bus transportation routing, navigation and tracking solutions	BusRight	531841-008
Cambium Networks	Wireless broadband solutions	App-Techs Corporation	531841-009
Cloudflare	Delivery network services, DDoS mitigation, internet security, and distributed domain name server services	Cloudflare, Inc.	531841-010
CrowdStrike	Cybersecurity services including managed endpoint detection, advanced threat detection, and next-gen antivirus	CDWG	531841-011
Dremel 3D	3D printers	CDWG	531841-012
FireEye	Malware security solutions	CDWG	531841-013
GoGuardian	Chromebook management and content filtering solutions	GoGuardian	531841-014
Grandstream Networks	Phone systems	PhoneAmerica Corporation	531841-015
HamiltonBuhl	STEAM education, headsets, carts, cameras and videos, listening centers, PA systems and curriculum	White Rock Cybersecurity	531841-016
iBenzer	Protective cases and accessories	iBenzer, Inc.	531841-017
Logitech	Computer, tablet and video collaboration products and accessories	CDWG	531841-018
Max Cases	Protective cases and accessories for Chromebooks and mobile devices	CDWG	531841-019
Motorola Solutions - Two-Way Radios	Two-way radio systems and related accessories	Electronic Systems Solutions, Inc.	531841-020
Motorola Solutions - Wireless Broadband Solutions	Private LTE and WAVE/TLK broadband solutions	Electronic Systems Solutions, Inc.	531841-021
NEC - Projectors/Displays	Projectors and displays	CDWG	531841-022
NetSupport, Inc.	Classroom management software	iDESIGN Solutions	531841-023
NinjaRMM	Asset management, remote IT and endpoint management	White Rock Cybersecurity	531841-024
OpenText	Enterprise information management solutions	EC America, Inc.	531841-025
Ozobot	Coding blocks robot and accessories	iDESIGN Solutions	531841-026
Recycle Coach	Recycling education and communication technology	Recycle Coach	531841-027
RingCentral	Cloud communications and collaboration solutions	RingCentral	531841-028
SALTO Systems	Electronic access control and locking systems	Gemba Security Solutions, LLC	531841-029
Samsung - Consumer Products	Consumer grade digital cameras, camcorders, TVs, Blu-Ray/DVD players, theatre/audio, wearable technology and LED lighting	CDWG	531841-030
Sennheiser	Audio products	CDWG	531841-031

Product Line	Product Line Description	Awarded Vendor	Contract Number
SentinelOne	Cybersecurity solutions for the endpoint, datacenter and cloud environments	White Rock Cybersecurity	531841-032
Tanium	Endpoint management and security	EC America, Inc.	531841-033
Tatung	Interactive and commercial-grade displays, monitors, and mobile stands	EHP Solutions	531841-034
Tenable	Cyber risk discovery and management	CDWG	531841-035
Unitrends	Backup, data protection and disaster recovery appliances	CDWG	531841-036
Wacom Technology	Graphic tablets	CDWG	531841-037
Wonder Workshop	K-8 educational robots and coding	CDWG	531841-038
Xtel Communications	Telecommunications systems	Xtel Communications, Inc.	531841-039
Zix	Email threat protection and mail resilience for Office 365	White Rock Cybersecurity	531841-040
zScaler	Zero trust network security as a service	Winslow Technology Group	531841-041

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. 14, 2021; Sep. 21, 2021; Sep. 28, 2021
- Other - Sep. 14, 2021; Sep. 21, 2021; Sep. 28, 2021

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:

- December 15, 2021

Term of contract:

- January 1, 2022 - December 31, 2022

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

ORDER CONFIRMATION

Salesperson: EUGINA GOLDER

Printed at 09/27/21 16:28 by egold

Acct #: 527

Ad #: 660653

Status: A

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

Start: 09/14/2021 Stop: 09/28/2021
Times Ord: 3 Times Run: 2
STD 2.00 X 45.00 Words: 250
Total STD 90.00
Class: 117 BIDS
Rate: LEGDI Cost: 505.25
Affidavits: 1

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

Ad Descrpt: REQUESTS FOR BIDS SEALED
Given by: *
P.O. #: 22-2-00108
Created: egold 09/03/21 13:26
Last Changed: egold 09/03/21 15:34

COMMENTS:
approved

PUB ZONE EDT TP RUN DATES
DI A 97 S 09/14,21,28
IN A 97 S 09/14,21,28

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: EUGINA GOLDER

Printed at 09/27/21 16:28 by egold

Acct #: 527

Ad #: 660653

Status: A

REQUESTS 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. 26, 2021. 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. 26, 2021, 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 separate requests for bids:

- * PEPPM 2022 Catalog Bid, and
- * PEPPM 2022 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.

DI: September 14, 21, & 28, 2021

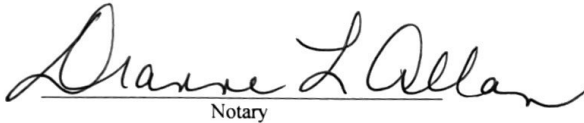
Personally appeared before me, the subscriber,
Fred Scheller, Publisher
of THE DAILY ITEM, a newspaper of general circulation in Union,
Northumberland, Snyder and Montour Counties, the paper in which
publication has been directed, who being duly sworn according to law,
doth depose and say that said newspaper 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

14th, 21st, and 28th days of September A.D. 2021
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

Sworn to and subscribed before me
This 28th day of September A.D. 2021


Notary

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

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PA Media Group
 1900 Patriot Dr
 Mechanicsburg, PA 17050



The Patriot News

CENTRAL SUSQ INTERMEDIATE UNIT
 90 LAWTON LN
 MILTON, PA 17847

AD#: 0010092322

Sales Rep: PA Classifieds
 Account Number: 8601
 AD#: 0010092322

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

Date	Position	Description	P.O. Number	Ad Size	Costs
09/28/2021	Proposals Bids PA	REQUESTS FOR BIDS Sealed bids for technology equipment, software,		1 x 46 L	
				Affidavit Notary Fee - 09/14/2021	\$5.00
				Basic Ad Charge - 09/14/2021	\$212.72
				Basic Ad Charge - 09/21/2021	\$212.72
				Basic Ad Charge - 09/28/2021	\$212.72
				Total	\$643.16

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



The Patriot News
LEGAL AFFIDAVIT

AD#: 0010092322

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Christine Arnold 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 09/14, 09/21, 09/28/2021

Principal Clerk of the Publisher

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

Sworn to and subscribed before me this 28th day of September 2021

Notary Public

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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.

PUBLIC NOTICES

Patriot-News: All notices must be received 2 business days prior to publication.

Community weeklies: Monday at 5 p.m. for following issue.

Lengthier notices may require additional notification.

For additional information regarding placement for Public Notice Ad

Contact: 717-255-8119 • Fax 717-257-4726 • email legals@pennlive.com

YOUR RIGHT TO KNOW and be informed of the functions of your government are embodied in legal notices. In that self-government charges all citizens to be informed, this newspaper urges every citizen to read and study these notices. We strongly advise those citizens seeking further information, to exercise their right of access to public records and public meetings. **The Patriot-News Public Notices can also be read on PennLive.com and publicnoticepa.com**

PROPOSALS & BIDS

PROPOSALS & BIDS

ADVERTISEMENT FOR BIDS

Sealed Bids for construction of the following projects will be received on a Lump sum basis in the following contract categories by Susquehanna Township District Administration Office (Owner) at 2579 Interstate Drive, Harrisburg, Pennsylvania, 17110 until 3:30 p.m., local prevailing time, on November 10, 2021.

1. Alterations to Susquehanna Township High School
2. Alterations to Susquehanna Township Middle School
3. Alterations to Sara Lindemuth / Anna Carter Primary School
4. Site Improvements at five District Facilities

Bids for the above projects are invited in each of the following separate contract categories:

- Contract No. 1 - General Construction
- Contract No. 2 - HVAC Construction
- Contract No. 3 - Plumbing Construction
- Contract No. 4 - Electrical Construction
- Contract No. 5 - Site Improvements

Immediately after the close of bidding, all bids so received will be publicly opened and read in the Susquehanna Township District School District High School Auditorium at 3500 Elmerton Avenue, Harrisburg, PA 17109.

The Architect is El Associates, P.C., 2001 North Front Street, Building No. 3, Harrisburg, PA 17102-2118, Telephone (717) 233-4556. Go to www.eiassoc.com/projects/bidders/ for more information. During the bidding period, questions regarding the project shall be e-mailed to the attention of Roger Hulsey at rhulsey@eiassoc.com.

Complete bidding documents, in PDF electronic copy format, will be available from the Architect at no cost. Hard copy will not be available from the Architect. Please e-mail baos@eiassoc.com to request the bidding document order form. The Architect assumes no responsibility for information derived from incomplete sets

of documents or for issuing addenda to entities who obtain documents from sources other than the Architect.

Documents will be available for examination at: Pennsylvania Builders Exchange, Pittsburgh & Harrisburg, PA; Altoona Builders Exchange, Altoona, PA; Lebanon County Builders Association, Lebanon, PA; Northeastern Pennsylvania Contractors Association (NEPCA), Pittston, PA; Building Industries Exchange of Pottstown, Pottstown, PA; Lehigh Valley Contractor's Association, Bethlehem, PA; CDC News/Bidtool; Construction Journal; iSoft Construction Software; The Blue Book Network; Dodge Data & Analytics and ConstructConnect.

A **Mandatory Prebid Conference** will be held for prospective bidders at 3:30 p.m. **October 8, 2021**, in the Susquehanna Township High School Auditorium, 3500 Elmerton Avenue, Harrisburg, PA 17109. Arrangements to visit the project sites must be made through Mr. Barry Seilhamer, Director of Maintenance and Operations, at telephone number (717) 443-1462. All visitors to the site are required to announce themselves at the District Administration Office and to comply with sign-in and identification procedures and Covid 19 Requirements, established by the School District.

Susquehanna Township School District requires participation in its Minority Business Enterprise (MBE) and Minority Women's Business Enterprise (MWBE) Program for all Contractors. See the Instructions to Bidders for additional information.

Bids shall be mailed or delivered to the Owner to be received no later than the date and time stated above for receipt of bids. Oral, telephonic, facsimile, e-mail, or telegraphic bids are invalid and will not receive consideration.

Bids shall be accompanied by 10% bid guarantee, payable to the Owner.

Except as provided by law, bids shall be irrevocable for sixty (60) days after bid opening date, unless award of contracts is delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants. If so delayed, bids shall be irrevocable for one hundred twenty (120) days in compliance with the Commonwealth Procurement Code, Chapter 39, Contracts for Public Works, 62 Pa CSA 3911.

Notice is given that this construction work for which bids are being solicited constitutes a public works project subject to applicable provisions of the Pennsylvania Prevailing Wage Act of August 15, 1961, P.L. 987, as amended and supplemented. Appropriate prevailing minimum rates, as promulgated under provisions of said Act, must be paid by contractors in connection with performance of the necessary work. Notice is also given that this project is subject to the Pennsylvania Human Relations Act, the Act of October 27, 1955, P.L. 744, as

amended and supplemented. The Owner reserves the right to reject any or all bids or parts thereof and to waive, at its discretion, any or all irregularities, mistakes, omissions, or informalities relative thereto.

Owner: Susquehanna Township School District
Oslwen Anderson, Business Manager

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The Penns Valley Area School District is accepting bids for the Penns Valley High School Stadium Improvements project. Complete bid documents are available at: <https://www.pennsvalley.org/apps/pages/bids>

A Pre-Bid meeting is scheduled for Tuesday, September 21, 2021 at 3:30 p.m. at Penns Valley Area Jr./Sr. High School. Sealed bids are due by 2:00 p.m. on Friday, October 8, 2021 and will be opened at 2:15 p.m. October 8, 2021.

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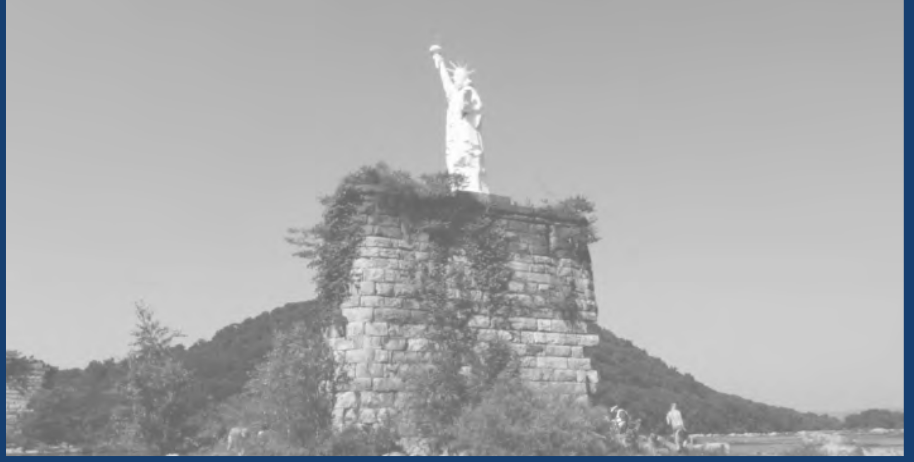
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\$99

INSTALLATION

Does not include cost of material. Expires 9/30/2021.

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- Eliminates the risk of falling off a ladder to clean clogged gutters
- Durable, all-weather tested system not a flimsy attachment



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PUBLIC NOTICES

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YOUR RIGHT TO KNOW and be informed of the functions of your government are embodied in legal notices. In that self-government charges all citizens to be informed, this newspaper urges every citizen to read and study these notices. We strongly advise those citizens seeking further information, to exercise their right of access to public records and public meetings.

The Patriot-News Public Notices can also be read on PennLive.com and publicnoticepa.com

ESTATE NOTICES

Estate of: **ROBERT M. H. HEMPERLY**
 Late of Middletown Borough, Dauphin County, PA

Executor: Dennis R. Hemperly
 c/o Nikolaous & Hohenadel, LLP
 222 S. Market Street, Suite 201
 Elizabethtown, PA 17022

Attorney: Kevin D. Dolan, Esquire

EXECUTOR'S NOTICE
 NOTICE IS HEREBY GIVEN that Letters Testamentary on the Estate of Robert F. Hostetter, Jr., deceased, late of the City of Harrisburg, Dauphin County, Pennsylvania, have been granted to the undersigned Executor.

All persons, therefore indebted to said Estate are requested to make immediate payment and those having claims, will please present the same, duly authenticated, for settlement, without delay.

Gregory J. Hostetter, Executor
 KEVIN M. RICHARDS, ESQUIRE
 P.O. Box 1140
 Lebanon, PA 17042-1140

Administrator Notice
 Estate of Jane M. Bishop, late of Dauphin County, Pennsylvania, deceased. Letters of Administration on said estate having been granted to the undersigned, all persons indebted thereto are requested to make payment and those having claims against the same will please present them without delay.

Shaun E. O'Toole, Esquire
 220 Pine Street
 Harrisburg, Pennsylvania 17101.

ESTATE NOTICE
 NOTICE IS HEREBY GIVEN that letters testamentary have been granted in the following Estate. All persons indebted to said estate are requested to make payment, and those having claims or demands to present same without delay to the Executor/Attorney named below.

ESTATE OF M. KENT LEID AKA MAHLON KENT LEID, late of Susquehanna Township, Dauphin County, PA, Died: June 29, 2021; Executor: Margarita Marengo, Post Office 11998, Harrisburg, Pennsylvania 17108; Attorney: BECKLEY & MADDEN, L.L.C., 212 North Third Street, Suite 301, Harrisburg, Pennsylvania 17101. Request is hereby made that all persons having claims against the Estate of the decedent make such claims known to the Executor or to the attorney without delay. Requests are also hereby made that all persons indebted to the decedent make payment to the Executor or the attorney without delay.

BECKLEY & MADDEN, L.L.C.
 212 North Third Street, Suite 301
 Harrisburg, Pennsylvania 17101
 (717) 233-7691

ESTATE NOTICE
 NOTICE IS HEREBY GIVEN that Letters of Administration were granted to Suzette Addison in the ESTATE OF TODD F. ADDISON, JR, late of Duncannon, Perry County, Pennsylvania, who died on July 10, 2021. All persons indebted to the said Estate are requested to make immediate payment and those having claims to present the same without delay to:

Suzette Addison, Administratrix c/o Ryan P. McDonough, Esquire, 385 East Freeburn & Hamilton, P.C., P.O. Box 61680 Harrisburg, PA 17106 (717) 777-7777

NOTICE
 Letters of Administration in the Estate of Joseph M. Bortz, late of Middle Paxton Township, Dauphin County, Pennsylvania, deceased, have been granted to the undersigned. All persons knowing themselves to be indebted to said Estate will make payment immediately, and those having claims will present them for settlement to:

Leydi E. Bortz, Administrator Estate of Joseph M. Bortz 2656 Ellendale Road Dauphin, PA 17018

- or -
 Wengor & Weidner
 c/o David R. Getz, Esquire 508 North Second Street P.O. Box 845 Harrisburg, PA 17108-0845 (717) 234-4182

NOTICE
 NOTICE IS HEREBY GIVEN that Letters Testamentary in the Estate of Joseph M. Bortz 2656 Ellendale Road Dauphin, PA 17018

or to:
 Andrew S. Withers, Esquire
 Kretzler and Withers
 105 N. Front Street
 Harrisburg, PA 17101
 (717) 234-5600

LETTERS TESTAMENTARY in the Estate of STEPHEN A. MELSKY, late of the Borough of Elizabethtown, County of Dauphin and Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payments, and those having claims will present them for settlement to:

Executor: Marion L. Moller
 1029 Sherman Avenue
 Harrisburg, PA 17112

Or to:
 Andrew S. Withers, Esquire
 Kretzler and Withers
 105 N. Front Street
 Harrisburg, PA 17101
 (717) 234-5600

LETTERS TESTAMENTARY in the Estate of RICHARD A. BRUNER, late of the Township of Upper Paxton, County of Dauphin and Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted to said Estate are requested to make immediate payment, and those having claims to present the same without delay to:

Bryan A. Bruner - Co-Executor
 97 Lehman Road
 Halifax, PA 17032
 Or to:
 JOSEPH D. KERWIN, ESQ.
 KERWIN & KERWIN, LLP
 4245 STATE ROUTE 209
 ELIZABETHVILLE, PA 17023

LETTERS TESTAMENTARY for the Estate of Carol J. Engerer, a/k/a Carol Jean Engerer, deceased, late of Upper Allen Township, Cumberland County, Pennsylvania, having been granted to the undersigned on August 30, 2021, all persons indebted to the Estate are requested to make immediate payment and those having claims against the Estate are requested to present them for settlement without delay to:

Steven C. Engerer, Executor
 c/o Craig A. Hatch, Esquire
 Halbruner, Hatch & Guise, LLP
 2109 Market Street
 Camp Hill, PA 17011

EXECUTOR'S NOTICE
 Estate of Foster Dale Knupp, a/k/a Foster D. Knupp, late of Susquehanna Township, Dauphin County, Pennsylvania, deceased. Notice is hereby given that Letters Testamentary in the above named Estate have been granted to the undersigned, to whom all persons owing said Estate are requested to make payment, and those having claims or demands against it to make known the same without delay.

Gabrielle L. Phillips, Executrix
 385 Sunset Lane
 Muncy, PA 17756

CO-EXECUTOR'S NOTICE
 Letters Testamentary on the Estate of Candace L. Snell, late of the Township of East Pennsboro, County of York and Commonwealth of Pennsylvania, deceased, have been granted to the undersigned.

All persons knowing themselves to be indebted to said Estate are requested to make immediate payment, and those having claims will present them without delay to:

Anthony Diiodato
 106 Cumberland, PA 17070

Gerold J. Shekietzki, Esquire
 Stone LaFaver & Shekietzki
 P.O. Box E
 New Cumberland, PA 17070

ESTATE NOTICE
 In the Matter of the Estate of Rose M. Wintermyer, late of Hampden Township, Cumberland County, Pennsylvania, Deceased.

Letters Testamentary on the above Estate having been granted to the undersigned, all persons indebted to the Estate are requested to make payment immediately, and those having claims will present them for settlement to:

Marvin Beshore, Esquire
 Johnson, Duffie, Stewart & Weidner, P.C.
 301 Market Street | P.O. Box 109
 Lemoyne, PA 17043

ESTATE NOTICE
 Letters Testamentary in the Estate of William Stanley Darrach, a/k/a William S. Darrach, W. Stanley Darrach, Late of West Pennsboro Township, Cumberland County, Pennsylvania, deceased, have been granted to David M. Darrach and Daniel E. Darrach.

All persons knowing themselves to be indebted to said estate will make payment immediately and those having claims will present them for settlement to:

Ryan A. Webber, Esquire
 WENDAU LAW, L.L.C., 104 Walnut Street Harrisburg, PA 17101

ESTATE NOTICE
 Letters Testamentary on the Estate of Maude E. Hill, a/k/a Maudie E. Hill, late of Lower Paxton Township, Dauphin County, Pennsylvania, deceased having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payments, and those having claims will present them for settlement to:

Executor: Marion L. Moller
 1029 Sherman Avenue
 Harrisburg, PA 17112

Or to:
 Andrew S. Withers, Esquire
 Kretzler and Withers
 105 N. Front Street
 Harrisburg, PA 17101
 (717) 234-5600

LETTERS TESTAMENTARY in the Estate of STEPHEN A. MELSKY, late of the Borough of Elizabethtown, County of Dauphin and Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted to said estate are requested to make immediate payments, and those having claims will present them for settlement to:

Executor: Marion L. Moller
 1029 Sherman Avenue
 Harrisburg, PA 17112

Or to:
 Andrew S. Withers, Esquire
 Kretzler and Withers
 105 N. Front Street
 Harrisburg, PA 17101
 (717) 234-5600

LETTERS TESTAMENTARY in the Estate of DAVID E. HOOVER, late of the Borough of Pillow, County of Dauphin and Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted to said Estate are requested to make immediate payment, and those having claims to present the same without delay to:

Kyle L. Romberger-Executor
 222 Market Street
 P.O. Box 165
 Pillov, PA 17080

CO-EXECUTOR'S NOTICE
 Letters Testamentary on the Estate of Candace L. Snell, late of the Township of East Pennsboro, County of York and Commonwealth of Pennsylvania, deceased, have been granted to the undersigned.

All persons knowing themselves to be indebted to said Estate are requested to make immediate payment, and those having claims will present them without delay to:

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 106 Cumberland, PA 17070

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PUBLIC NOTICES

Patriot-News: All notices must be received 2 business days prior to publication.
Community weeklies: Monday at 5 p.m. for following issue.
 Lengthier notices may require additional notification.
 For additional information regarding placement for Public Notice Ad
 Contact: 717-255-8119 • Fax 717-257-4726 • email legals@pennlive.com

YOUR RIGHT TO KNOW and be informed of the functions of your government are embodied in legal notices. In that self-government charges all citizens to be informed, this newspaper urges every citizen to read and study these notices. We strongly advise those citizens seeking further information, to exercise their right of access to public records and public meetings.
The Patriot-News Public Notices can also be read on PennLive.com and publicnotice.com

ESTATE NOTICES

ESTATE NOTICE
 In the Matter of the Estate of John P. O'Neill, Jr., late of Lemoyne Borough, Cumberland County, Pennsylvania, Deceased.
 Letters of Administration on the above Estate having been granted to the undersigned, all persons indebted to the Estate are requested to make payment, and those having claims to present the same, without delay, to:
 Pamela M. O'Neill, Administratrix
 c/o Edmund G. Myers, Esquire
 Johnson, Duffie, Stewart & Weidner,
 P.C.
 301 Market Street | P.O. Box 109
 Lemoyne, PA 17043

LETTERS TESTAMENTARY in the Estate of **EDWARD H. LENTZ**, late of the Township of Wayne, County of Dauphin and Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted to said Estate are requested to make immediate payment, and those having claims to present the same without delay to:

Danielle N. Vliars - Executrix
 14 Ridge Road
 Halifax, PA 17032
 Or to:
 TERENCE J. KERWIN, ESQ.
 KERWIN & KERWIN, LLP
 4245 STATE ROUTE 209
 ELIZABETHVILLE, PA 17023

LETTERS TESTAMENTARY in the Estate of Cloyd Keister, late of 405 South Street, Wiconisco Township, Dauphin County, Pennsylvania have been granted to the individual named below, who requests all persons having claims or demands against the Estate of the Decedent to make known the same, and all persons indebted to the Decedent to make payments without delay to Annette Keister Brasius, Executrix c/o Gregory M. Lane, Esquire, 2617 N Second Street, Harrisburg, PA 17110.

MEETING NOTICES

Notice is hereby given that a Special Meeting of Capital Region Water will be held on Wednesday, November 17, 2021, at 5:00 PM, for presentation of its proposed 2022 Budgets and to take action on any other business that may come before the Board. This meeting will be posted on Capital Region Water's website at www.capitalregionwater.com and is open to the public in person at 3003 North Front Street, 1st Floor Board Room, Harrisburg, PA 17110 and virtually. Visit our website or call 888-510-0666 for virtual meeting details.

CAPITAL REGION WATER

LEGAL NOTICE
 Board of Governors of Pennsylvania's State System of Higher Education Harrisburg, PA 17110-1201
 The Board of Governors of Pennsylvania's State System of Higher Education will hold a meeting of the Audit Committee on Friday, October 1, 2021, at 11:00 a.m. to discuss items that may come before the committee. This meeting will be conducted via remote technology. Persons who wish to participate in the meeting should visit www.pshs.edu for details.
 Randy A. Goin Jr., Deputy Chancellor

MISCELLANEOUS LEGAL NOTICES

Agenda
 Susquehanna Township Zoning Hearing Board
 October 6, 2021
 Time 6:30 p.m.
 1. The McNaughton Company - The applicant is requesting a variance to Section 1102 of the Susquehanna Township Zoning Ordinance to allow for two single family dwelling uses in a Commercial Neighborhood Zoning District. The proposal is for a single family dwelling on Lot #57 and a single family dwelling on Lot #58 of the Harris Hills neighborhood. The applicant is also seeking a variance to Section 1104.3.A to permit a 10 foot minimum front yard setback for Lot #57 and a 15 foot minimum setback for Lot #58. These proposed setbacks would be less than the required minimum front yard setback of 20 feet. The properties are located on the south side of Andrea Avenue, west of Progress Avenue.
 2. Christianson Companies - The applicant is requesting a variance to Section 2040.5 of the Susquehanna Township Zoning Ordinance to allow for a proposed drive through lane to be on the front face of the building, not the required side or rear face of the building. The property is located at 3523 Union Deposit Road and it is in the Commercial Highway Zoning District.
 David Kratzer
 Secretary Manager
 Susquehanna Township
 1901 North Union Deposit Road
 Harrisburg, PA 17110

Notice is hereby given that the Upper Dauphin Area School District will receive sealed proposals for a guaranteed energy savings contract until October 29, 2021, at 12:00 pm local prevailing time at the District's administrative office, to the attention of and located at: Mr. Brent Bell, Director of Operations, Upper Dauphin Area School District, 5668 State Route 209, Lykens, PA 17048. To receive a copy of RFP 2021-01 and associated materials, please email bellb@udsds.org. A site visit is scheduled for October 8, 2021, at 9:00 AM. Pre-registration is required by contact Brent Bell at bellb@udsds.org.

NOTICE
 Middletown Borough is currently considering purchasing a 2022 International 10-wheel chassis with a hook style body exchange system, including a Pile-Rite self-contained leaf vacuum as well as a dump body. The equipment will be used to increase productivity and safety during municipal operations such as leaf collection, hauling processed materials, and tree trimming. Midtown is applying for a DEE Act 101, Section 902 recycling grant to fund the equipment. Interested parties on the purchase of said equipment may submit comments to the municipality within 30 days of the publication of this notice. Please submit all comments in writing to Middletown Borough, Attn: Matt Miller, 60 W. Emaus St., Middletown, PA 17057.

Notice is hereby given that, pursuant to the Business Corporation Law of 1988, NATIONAL EMPLOYERS COUNCIL, INC., a corporation incorporated under the laws of the State of Delaware intends to withdraw from doing business in Pennsylvania. The address of its principal office in its jurisdiction of incorporation is 5795 WIDEWATERS PARKWAY, SYRACUSE, NY - 13214 and the name of its commercial registered office provider in Pennsylvania is National Registered Agents, Inc.
CORPORATE NOTICE
 NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about August 31, 2021, for a foreign corporation with a registered address in the Commonwealth of Pennsylvania as follows:
 Pearl Meyer Payroll, Inc.
 c/o Capital Corporate Services, Inc.
 This corporation is incorporated under the laws of Delaware.
 The address of its principal office is 93 Worcester Street, Suite 100, Wellesley, MA 02481.
 The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

MEETING NOTICES

Dauphin County Conservation District to Host Dirt, Gravel and Low Volume Road Maintenance Program Quality Assurance Board Meeting
 The Dauphin County Conservation District will hold a Dirt, Gravel and Low Volume Road Maintenance Program Quality Assurance Board Meeting at 10:00 a.m. on Thursday, September 30, 2021 at the Dauphin County Agriculture and Natural Resources Center, 1451 Peters Mountain Road, in Dauphin. This meeting is open to the public and is available for remote attendance as follows:
 -Teleconference by dialing 1-213-463-4500
 -Online by accessing this link <https://video.cloudoffice.avaya.com/join/044404629>
 -Meeting ID: 044404629
 The program provides contract funding to local road-owning entities to eliminate stream pollution caused by runoff and sediment from unpaved or low-volume roads. Utilizing standards and policies established by the Dauphin County Dirt, Gravel and Low Volume Road Maintenance Program Quality Assurance Board, the Conservation District works with municipalities to acquire this funding and develop plans for projects using Environmentally Sensitive Maintenance Practices. The goal of the program is to create a more environmentally and economically sustainable low-volume road network through education, outreach and funding.
 For more information about the program or to offer feedback, contact the Dauphin County Conservation District at 717-921-8100 or visit www.dauphincd.org.

LONDONDERRY TOWNSHIP

NOTICE OF PUBLIC HEARING
NOTICE OF PROPOSED ZONING ORDINANCE AMENDMENT
 Notice is hereby given that the Board of Supervisors of Londonderry Township, Dauphin County, Pennsylvania, will hold a public hearing on proposed amendments to the Code of Township Ordinances on Tuesday, November 16, 2021 at 7:00 p.m. at the Township Municipal Building located at 783 S. Gevers Church Road, Middletown, PA 17057 for the purpose of receiving testimony concerning the proposed amendments. Thereafter, the Board anticipates that it may vote on the Ordinance Amendments during its regular meeting following the hearing.
 The proposed amendment to the Code of Ordinances is entitled:
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWNSHIP OF LONDONDERRY, CHAPTER 27, ZONING, PART 9 (C-2 COMMERCIAL DISTRICT (SHOPPING CENTER)), TO REMOVE BUSINESS PARKS, LOGISTICS FACILITIES AND MINI-WAREHOUSE/STORAGE UNIT FACILITIES AS CONDITIONAL USES IN THE C-2 COMMERCIAL DISTRICT (SHOPPING CENTER) ZONING DISTRICT; TO AMEND PART 11 (I-1 INDUSTRIAL DISTRICT (LIGHT)) TO ADD BUSINESS PARKS, LOGISTICS FACILITIES AND MINI-WAREHOUSE/STORAGE UNIT FACILITIES AS PERMITTED USES IN THE DISTRICT; PROVIDING FOR THE SEVERABILITY OF THE PROVISIONS THEREOF; AND, PROVIDING FOR THE EFFECTIVE DATE THEREOF.

A summary of the proposed amendment to the Code of Ordinances is as follows:
 Section 1 of the proposed ordinance removes language from Part 9 (C-2 Commercial District (Shopping Center)). Section 901 (Intent) referencing that the C-2 District is designed to provide flexible development and planned specific growth along the Rte 220 corridor.
 Section 2 through 4 of the proposed ordinance removes the cross-reference to conditional use requirements contained in Section 912 (Conditional Uses) of the Township Ordinance from Section 903 (Limitations), 904 (Height Regulations), 905 (Yard Regulation), 906 (Coverage Regulations) and 910 (General Regulations).
 Section 7 proposes to delete, in its entirety, from Section 912 all provisions contained in the section on conditional uses for logistics facilities, business parks and mini-warehouse/storage unit facilities in the C-2 zoning district.
 Section 8 proposes to add as permitted uses in Part 11 (I-1 Industrial District (Light)), Section 1102 (Permitted Uses), logistics facilities to the existing language in paragraph (3), business parks to a new paragraph (11), mini-warehouse/storage unit facilities to a new paragraph (12), and to renumber the remaining permitted uses contained in the section.
 Section 9 directs the Township Zoning Officer to review and update the current Ordinance to reflect the changes herein. Section 10 provides for the repeal of all ordinances or parts of ordinances inconsistent with the Ordinance. Section 11 reserves the Board of Supervisors' right to further amend the ordinance from time to time. Section 12 provides for severability in the event of invalidity. Section 13 provides for the Ordinance to take effect five (5) days after its enactment.
 Copies of the proposed Ordinance Amendment may be examined, without charge, at the Londonderry Township Municipal Building, 783 South Gevers Church Road, Middletown, PA 17057, during regular business hours, Monday through Friday, from 9:00 a.m. to 5:00 p.m. Copies of the proposed Amendment are also available at the Dauphin County Law Library, 101 Market Street, Harrisburg, Pennsylvania 17101, and at the newspaper publishing office.
LONDONDERRY TOWNSHIP BOARD OF SUPERVISORS
 Solicitors, Eckert Seams Cherm & Mellott, LLC
 213 Market Street, 8th Floor
 Harrisburg, PA 17101

MISCELLANEOUS LEGAL NOTICES

NOTICE OF SUSPENSION
 Notice is hereby given that on September 16, 2021, pursuant to Rule 208(f)(1), Pa.R.D.E., the Supreme Court of Pennsylvania ordered that Nora F. Blair (#4531) of Dauphin County, PA, be placed on Temporary Suspension until further definitive action by the Supreme Court, to be effective October 16, 2021.
 Marcee D. Sloan
 Board of Professions
 The Disciplinary Board of the Supreme Court of Pennsylvania

NOTICE OF ADMINISTRATIVE SUSPENSION
 Notice is hereby given that Earl R. Dwyer of Dauphin County has been Administratively Suspend by Order of the Supreme Court of Pennsylvania dated August 11, 2021, pursuant to Rule 219, Pa.R.D.E., which requires that all attorneys admitted to practice in any court of this Commonwealth must pay an annual assessment of \$225.00. The Order became effective September 10, 2021.
 Suzanne E. Price
 Attorney Registrar
 The Disciplinary Board of the Supreme Court of Pennsylvania

Notice is hereby given that NCC Group (Americas) Inc., a foreign corporation formed under the laws of the Commonwealth of Pennsylvania, has its principal office in California 51, Ste 2950, San Francisco, CA 94801, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/13/21, under the provisions of Chapter 4 of the Association Transactions Act.
 The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County.

CORPORATE DISSOLUTION
 NOTICE IS HEREBY GIVEN that CFA & Son Holdings, Inc., a Pennsylvania corporation, having its registered office in Pennsylvania at 3559 N. Sixth Street Rear, Harrisburg, PA, has filed a Certificate of Election to Dissolve with the Department of State of the Commonwealth of Pennsylvania, pursuant to and in accordance with the provisions of the Business Corporation Law of the Commonwealth of Pennsylvania, approved May 5, 1933, as amended, and that the said corporation is winding up its affairs in the manner prescribed by said law, so that its corporate existence shall be ended upon the issuance of a Certificate of Dissolution by the Department of State of the Commonwealth of Pennsylvania.
 Attorney: Matthew E. Hamlin, Esquire PERSUN & HAMLIN, P.C., 1000 Mechanicsburg, PA 17055-0659

Notice is hereby given that pursuant to the applicable provisions of 15 Pa.C.S Section 415 or 417, Tandem Careplanning, a Public Benefit Corporation, a corporation incorporated under the laws of the State of Delaware with its registered office in PA at c/o: Corporation Service Co., Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State.
CORPORATE NOTICE
 NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about September 22, 2021, for a foreign corporation with a registered address in the Commonwealth of Pennsylvania as follows:
HABERMAN INSURANCE GROUP, INC.
 c/o Registered Agent Solutions, Inc.
 This corporation is incorporated under the laws of Massachusetts.
 The address of its principal office is 95 Ashley Avenue Ste F, W. Springfield, MA 01089.
 The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

Notice is hereby given that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 9/2/2021 under the Domestic Business Corporation Law, for KAUR DENTISTRY PC, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

MEETING NOTICES

MIDDLETOWN BOROUGH
PUBLIC NOTICE
 The Council of the Borough of Middletown, Dauphin County, Pennsylvania will hold a public meeting on October 5, 2021, at 7:00 p.m. of the Middletown Borough Hall, Council's Chambers, 60 West Emaus Street, Middletown, PA 17057, at which meeting the Council will consider the enactment of a proposed ordinance amending the Code of Ordinances of the Borough, Part II, Chapter 236 (Stormwater Management). The title and summary of the proposed ordinance are as follows:
ORDINANCE NO. 2021-1379
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE BOROUGH OF MIDDLETOWN, PART II (GENERAL LEGISLATION), TO REPEAL THE EXISTING STORMWATER MANAGEMENT ORDINANCE, CHAPTER 236 (STORMWATER MANAGEMENT) AND TO ADOPT A NEW STORMWATER MANAGEMENT ORDINANCE PROVIDING FOR THE REGULATION OF STORMWATER WITHIN THE BOROUGH BASED PREDOMINANTLY ON THE REQUIREMENTS OF THE DAUPHIN COUNTY ACT 167 STORMWATER MANAGEMENT PLAN; TO PROVIDE FOR THE SEVERABILITY OF THE PROVISIONS THEREOF; AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

Section 1 repeals the body of the existing Part II, Chapter 236, Stormwater Management and replaces it with: the general provisions and definitions applicable to the chapter; the Borough's updated stormwater management standards, erosion and sedimentation standards, design criteria for stormwater management and drainage facilities, and site plan and report requirements; provisions on easements, maintenance responsibilities, and inspections; and sections on enforcement and penalties, prohibitions, and fees and expenses.
 Section 2 is a severability section providing that if any provision of the proposed Ordinance is invalid, the remaining provisions shall remain in full force and effect. Section 3 repeals all prior ordinances or parts thereof that are inconsistent with the proposed Ordinance. Section 4 provides that the proposed Ordinance shall become effective in accordance with applicable law.
 The full text of the Proposed Amending Ordinance is on file for inspection and review without charge at Middletown Borough's offices at 60 West Emaus Street, Middletown, PA 17057.
 If any person with a disability wishes to request that special accommodations be made to allow his or her participation, he or she is asked to contact Grace Miller at (717) 902-0706 at least one business day in advance to make arrangements.

MISCELLANEOUS LEGAL NOTICES

ADVERTISMENT FOR BIDS
 Sealed Bids for construction of the following projects will be received on a Lump sum basis in the following contract categories by Susquehanna Township District Administration Office (Owner) at 2579 Interstate Drive, Harrisburg, Pennsylvania, 17110 until 3:00 p.m., local prevailing time, on November 10, 2021.
 1. Alterations to Susquehanna Township High School
 2. Alterations to Susquehanna Township Middle School
 3. Alterations to Sara L. Indemuth / Anna Carter Primary School
 4. Site Improvements at five District Facilities
 Bids for the above projects are invited in each of the following separate contract categories:
 Contract No. 1 - General Construction
 Contract No. 2 - HVAC Construction
 Contract No. 3 - Plumbing Construction
 Contract No. 4 - Electrical Construction
 Contract No. 5 - Site Improvements
 Immediately after the close of bidding, all bids so received will be publicly opened and read in the Susquehanna Township District School District High School Auditorium at 3500 Elmerton Avenue, Harrisburg, PA 17109.
 The Architect is EI Associates, P.C., 2001 North Front Street, Building No. 3, Harrisburg, PA 17102-2118, Telephone (717) 233 4556. Go to www.eiassoc.com/projects/bidders/ for more information. During the bidding period, questions regarding the project shall be e-mailed to the attention of Roger Hulse at rthulse@eiassoc.com.
 All bids shall be accompanied by 10% bid guarantee, payable to the Owner. Except as provided by law, bids shall be irrevocable for sixty (60) days after bid opening date, unless award of contracts is delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants. If so delayed, bids shall be irrevocable for one hundred twenty (120) days in compliance with the Commonwealth Procurement Code, Chapter 39, Contracts for Public Works, 62 Pa. CSA 3911.
 Notice is given that this construction work for which bids are being solicited constitutes a public contract subject to applicable provisions of the Pennsylvania Prevailing Wage Act of August 15, 1961, P.L. 987, as amended and supplemented. Appropriate prevailing minimum rates, as promulgated under provisions of said Act, must be paid by contractors in connection with performance of the necessary work. Notice is also given that this project is subject to the PENNSYLVANIA HUMAN RELATIONS ACT, the Act of October 27, 1955, P.L. 744, as amended and supplemented.
 The Owner reserves the right to reject any or all bids or parts thereof and to waive, at its discretion, any or all irregularities, mistakes, omissions, or informalities relative thereto.

Susquehanna Township School District requires participation in its Minority Business Enterprise (MBE) and Minority Women's Business Enterprise (MWBE) program for all Contractors. See the Instructions to Bidders for additional information.
 Bids shall be mailed or delivered to the Owner to be received no later than the date and time stated above for receipt of bids. Oral, telephonic, facsimile, e-mail, or telegraphic bids are invalid and will not receive consideration.
 Bids shall be accompanied by 10% bid guarantee, payable to the Owner. Except as provided by law, bids shall be irrevocable for sixty (60) days after bid opening date, unless award of contracts is delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants. If so delayed, bids shall be irrevocable for one hundred twenty (120) days in compliance with the Commonwealth Procurement Code, Chapter 39, Contracts for Public Works, 62 Pa. CSA 3911.
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 The Owner reserves the right to reject any or all bids or parts thereof and to waive, at its discretion, any or all irregularities, mistakes, omissions, or informalities relative thereto.

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Township of Lower Allen, Cumberland County, Pennsylvania, shall consider the enactment of this Ordinance at a public hearing on **October 25, 2021**, commencing at 6:00 p.m., prevailing time, at the Lower Allen Township Municipal Services Center, 2233 Gatzburg Road, Camp Hill, Pennsylvania, 17101, or at a subsequent public meeting held thereafter by the Board of Commissioners.
 A summary of the Ordinance is as follows:
ORDINANCE NO. 2021-05
AN ORDINANCE OF THE TOWNSHIP OF LOWER ALLEN, CUMBERLAND COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF THE ZONING ORDINANCE OF LOWER ALLEN TOWNSHIP, AS CODIFIED IN PART II, ARTICLE XIX OF THE LOWER ALLEN TOWNSHIP CODE, AND PARTICULARLY PROVIDING FOR THE AMENDMENT OF 8 226-207 "WIRELESS COMMUNICATIONS FACILITIES" OF THE ZONING ORDINANCE; PROVIDING FOR PURPOSES AND FINDINGS OF FACT RELATED TO THE ADOPTION OF THE AMENDMENT; PROVIDING FOR THE INTENTIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATION FACILITIES, AND SMALL WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ENFORCEMENT OF SAID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
 A copy of the full text of the proposed Ordinance may be examined at the Lower Allen Township Municipal Services Center, address as stated above, Monday through Friday, during the hours of 8:00 a.m. and 4:00 p.m., prevailing time, in the office of the Township Secretary, and is also available at Lower Allen Township Website - www.lattwp.org.
 Interested residents, taxpayers, persons interested therein or affected thereby are invited to attend.
 Thomas G. Vernau, Jr.
 Township Manager

Notice is hereby given that Univerus Inc., a foreign corporation formed under the laws of the State of Delaware, and its principal office is located at 514 Kenne Pike, Ste 100, Chadds Ford, PA 193717, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 1/7/21, under the provisions of Chapter 4 of the Association Transactions Act.
 The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County.
 Notice is hereby given that ATX Networks (Dallas) Corp., a foreign corporation formed under the laws of the State of Florida where its principal office is located at 8880 Rehco Rd. San Diego, CA 92121, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 8/26/21, under the provisions of Chapter 4 of the Association Transactions Act.
 The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County.

PUBLIC SALES
 Extra Space Storage will hold a public auction to sell the contents of leased spaces to satisfy Extra Space's lien at location indicated:
 5630 Linsglenston Rd., Harrisburg, PA 17112
 Tuesday, October 12, 2021 12:00 PM
 Aaron Bryant Unit 1309
 Aaron Bryant Unit 2012
 The auction will be listed on www.StorageTreasures.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.

MISCELLANEOUS LEGAL NOTICES

MIDDLETOWN BOROUGH
PUBLIC NOTICE
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Section 1 repeals the body of the existing Part II, Chapter 236, Stormwater Management and replaces it with: the general provisions and definitions applicable to the chapter; the Borough's updated stormwater management standards, erosion and sedimentation standards, design criteria for stormwater management and drainage facilities, and site plan and report requirements; provisions on easements, maintenance responsibilities, and inspections; and sections on enforcement and penalties, prohibitions, and fees and expenses.
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 Immediately after the close of bidding, all bids so received will be publicly opened and read in the Susquehanna Township District School District High School Auditorium at 3500 Elmerton Avenue, Harrisburg, PA 17109.
 The Architect is EI Associates, P.C., 2001 North Front Street, Building No. 3, Harrisburg, PA 17102-2118, Telephone (717) 233 4556. Go to www.eiassoc.com/projects/bidders/ for more information. During the bidding period, questions regarding the project shall be e-mailed to the attention of Roger Hulse at rthulse@eiassoc.com.
 All bids shall be accompanied by 10% bid guarantee, payable to the Owner. Except as provided by law, bids shall be irrevocable for sixty (60) days after bid opening date, unless award of contracts is delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants. If so delayed, bids shall be irrevocable for one hundred twenty (120) days in compliance with the Commonwealth Procurement Code, Chapter 39, Contracts for Public Works, 62 Pa. CSA 3911.
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 The Owner reserves the right to reject any or all bids or parts thereof and to waive, at its discretion, any or all irregularities, mistakes, omissions, or informalities relative thereto.

Susquehanna Township School District requires participation in its Minority Business Enterprise (MBE) and Minority Women's Business Enterprise (MWBE) program for all Contractors. See the Instructions to Bidders for additional information.
 Bids shall be mailed or delivered to the Owner to be received no later than the date and time stated above for receipt of bids. Oral, telephonic, facsimile, e-mail, or telegraphic bids are invalid and will not receive consideration.
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 The Owner reserves the right to reject any or all bids or parts thereof and to waive, at its discretion, any or all irregularities, mistakes, omissions, or informalities relative thereto.

NOTICE OF SOLICITATION
 Request for Proposals for HVAC Roof Top Unit Replacement
 Capital Area Transit (CAT) is seeking bids from qualified service providers for the contract to replace four Roof Top Units (RTUs) of various sizes.
 To receive a copy of the complete solicitation package please contact Allen Hollenbach, Procurement Analyst at 717 849 0741 or via email at allenhollenbach@rabbittransit.org.
 The contract resulting from the successful proposal is subject to financial assistance grants between CAT, the U.S. Department of Transportation, and the PA Department of Transportation. The successful Proposer will be required to comply with all applicable laws and regulations.
 A pre-bid meeting will be held at 1:00 PM DST, October 7, 2021 and will begin in the Lobby at 901 N Cameron Street. Interested Parties MUST RSVP.
 There will NOT be a virtual component to this meeting.
 Complete proposals are due no later than 2:00 PM October 23, 2021 at the rabbittransit Administrative Office.
 Review the RFP for specific submission requirements and full procurement schedule. Proposals received after said time or at any other place other than the time and place stated in the RFP will not be considered. An RFP must be submitted consistent with all required documentation. Any proposal submitted on any other form will be rejected. CAT reserves the right to reject any or all proposals received.
 CAT is committed to encouraging and supporting the utilization of Disadvantaged Business Enterprises (DBEs), and small businesses. All businesses are encouraged to submit proposals.

PROPOSALS & BIDS

INVITATION FOR BIDS
 Sealed proposals will be received by Middletown Borough, Dauphin County, Pennsylvania, at the Borough Hall, 60 W Emaus Street, Middletown, Pennsylvania 17057, until 11:00 a.m. on October 19, 2021, to be opened for review at a regularly scheduled Council meeting that same day, beginning at 7:00 p.m., for the purchase of vacant land of approximately .29 acres (12,610 sf.), more or less, and located at 279 State Street, Middletown, Dauphin County, Pennsylvania, and known as Dauphin County Tax Parcel No. 40-008-002. Interested bidders may obtain a bid package by contacting the Borough at the address referenced above or by telephone, (717) 902-0706. The Request for Proposal bid package includes this solicitation, including its Summary of Property Information, a copy of the current Deed ("Appendix A"), a copy of the summary of the Dauphin County Tax Assessor's record regarding the Property ("Appendix B"), Photos of the Property ("Appendix C"), and a required form of "Agreement for the Sale of Borough Real Estate Pursuant to Public Bids" ("Appendix D").
 All bids received in a timely fashion will be opened at the regular public meeting identified above. Award of the contract may or may not take place at that same meeting. **THE BOROUGH SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS RECEIVED.**
 The Proposals must be in the form of the completed Agreement for the Sale of Borough Real Estate Pursuant to Public Bids form provided by the Borough and sealed in an envelope marked with "Request For Proposal To Purchase Real Estate, at 279 State Street."

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MISCELLANEOUS LEGAL NOTICES

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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: 09/28/2021
Due Date: 10/18/2021
Invoice #: 056722

Salesperson: **Ad Taker:** kh

Ad#	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00036496	PEPPM bids - PO# 02-2-00109	09/14/2021	09/28/2021	3	192.20	0.00	192.20

Please return a copy with payment

Total Due 192.20

9/14, 21, 28

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

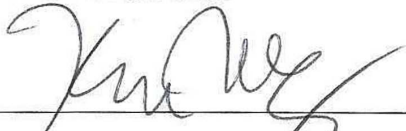
who being duly sworn according to the law, doth depose and say that he is the

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

9/14, 9/21, 9/28/21

.....
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
.....19th.....day of November, 2021



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Karen J. Hendricks, Notary Public
Northumberland County
My commission expires January 17, 2025
Commission number 1070014
Member, Pennsylvania Association of Notaries

Misc. Notices

Notice is hereby given that on the 25th day of August, 2021, the Petition of Eric Moberley was filed in the Union County Court of Common Pleas, seeking to change the name of a minor child from **Charlotte Elise Moberley to Lottie Elise Martin-Moberley**. The Court has fixed October 8th, 2021, at 8:30 A.M. in the Union County Courthouse, at 103 S. Second Street, Lewisburg, Pennsylvania as the date for hearing the Petition. All persons interested in the proposed change of name may appear and show cause, if any they have, why the Petition should not be granted.

FORM OF ADVERTISEMENT

Sealed proposals will be received by the White Deer Township, 2nd Class of Union County at the White Deer Municipal Building, 2191 Creek Road, New Columbia, PA 17856 until 6pm on September 28, 2021 for the following:

- 500 Tons No. 4 Stone
- 500 Tons 1B Stone
- 1000 Tons 2B Stone
- 500 Tons Subbase No. 2A
- 1500 Tons AS2 Anti-Skid

Proposals must be upon the forms furnished by the Municipality.

The bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid. A certified check or performance bond in the amount of 100% of the bid, made payable to the municipality to be completed upon award by the successful bidder.

The Municipality reserves the right to reject any or all proposals.

White Deer Township
Ellie Koveleskie, Secretary
August 18, 2021.

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



**Full-Time Maintenance
Position
Second Shift
3:00 p.m.-11:00 p.m.**

The Mifflinburg Area School District is accepting applications for a full-time maintenance person. Qualifications include but not limited to: Experience in electrical, plumbing, and carpentry with proficiency in at least one of the trades and have a valid PA driver's license. This is a 12-month, full-time position. Interested candidates should submit application, current resume, and a detailed letter of interest outlining your experience as stated above 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 web site www.mifflinburg.org. Successful candidate must submit Act 34 PA Criminal History, Act 151 PA Child Abuse, Act 114 FBI Fingerprint clearances and PA health form.

Deadline to apply: September 17, 2021.

REQUESTS 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. 26, 2021. 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. 26, 2021, 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 separate requests for bids:

- PEPPM 2022 Catalog Bid, and
- PEPPM 2022 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.

Misc. Notices

to Election Day.)

7. The exception to the 10-day rule is a response to a previous letter of an attacking or derogatory nature. In the name of fairness, the newspaper will accept such a response after the deadline, provided it is written and delivered promptly (See No. 8). Such responses may rebut charges, innuendos or misstatements of fact from the initial letter but may not present new charges or level inflammatory counterattacks on the opposing political camp.

8. Under no circumstances will any election-related letter be published after the Friday immediately prior to Election Day.

9. In the case of questionable content (e.g. unfounded allegations, statements of fact that are suspect, or assaults on a candidate's character or moral standards), the newspaper reserves the right to verify such information before publication, or to edit letters. Any changes necessary to render a letter suitable for publication will be reviewed with the writer prior to publication.

10. All letters must be signed and include the address and telephone number of the writer. Phone numbers are for questions and verification purposes only and will not be published.

POLITICAL ADVERTISING

1. All political advertising is charged at the prevail-

ing open rate. (No discounts, special pricing or earned rates.)

2. All political advertising must be paid for in advance. No exceptions.

3. All political advertising must carry a line reading "Authorized By..." or "Paid For By..." If authorized by the candidate, his authorized political committee or their agents, the ad must clearly state such. If not authorized, the ad must clearly and specifically state the name of the person, committee or organization who placed or financed the ad. (Personal identification may be requested.) In the case of citizens' groups, committees and unofficial organizations, they must be established, registered and/or reasonably identifiable to the newspaper's readers. If not, the name of the treasurer or another officer may be required.

4. The phrase "PAID POLITICAL ADVERTISEMENT" by itself is insufficient.

5. No political ads may be placed on the "Flash Ads" page or any other page that carries special rates or restrictions on advertising. (e.g. page 1, page 1B sports, editorial page, comics page, etc.). There is no guaranteed position or placement offered for political ads.

6. No political ads of a derogatory or attacking nature will be published after Wednesday's edition, 6 days prior to Election Day. (NOTE: Production deadlines require that all ads be placed

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with our sales department by 5 p.m. 2 working days prior to publication, or 5 p.m. Monday for an ad to appear Wednesday. In the name of fairness and our responsibility to the local voting public, responses to derogatory ads will be allowed after the Wednesday cutoff, but such ads must be placed immediately to insure placement prior to Election Day. Responses may rebut charges, innuendos or misstatements of fact from the initial derogatory ad, but may not present new charges or level inflammatory counterattacks on the opposing political camp.

7. In the case of questionable content (e.g. unfounded allegations, statements of fact that are suspect, or assaults on a candidate's character or moral standards), the newspaper reserves the right to verify such information before publication, or to reject the material.

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

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

ESTATE NOTICE

RE: ESTATE OF SYLVIA J. KITCHEN

Notice is hereby given that Letters Testamentary have been granted in the Estate of **Sylvia J. Kitchen**, late of Liberty Township, Centre County, Pennsylvania. All persons indebted to the estate are requested to make immediate payment and those having claims or demands against the estate of the decedent shall present them without delay to:

Executrix:
Debra L. Shadle
241 Berry Road
Beech Creek, PA 16822

or to their attorney:
Patrick A. Johnson, JD
3948 Westbranch Highway
Lewisburg, PA 17837
(570) 524-6020

NOTICE OF EXECUTOR

IN RE: ESTATE OF ARLENE H. BOYER, DECEASED

Letters Testamentary on the Estate of the decedent, who died a resident of the Borough of Mifflinburg, Union County, Pennsylvania, have been granted by the Register of Wills of that county to the undersigned Executors.

All persons indebted to the estate, and all persons who have claims against it, are requested to make payment and present claims promptly to the named Executors or their attorney.

Sylvester Catherman
2906 Church Road
Mifflinburg, PA 17844
EXECUTOR

Joy Catherman
2906 Church Road
Mifflinburg, PA 17844
EXECUTOR

Sara M. Hudock, Esq.
The Hudock Law Firm
269 Chestnut Street
Mifflinburg, PA 17844
ATTORNEY

AD # 02-2-00109

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purposes, or to otherwise attempt to manipulate our policies for a political advantage. As with all letters and advertising content, the newspaper, at the sole discretion of management, reserves the right to reject any such letter.

5. The newspaper strongly encourages writers to limit election-related letters to 300 words.

6. To help insure fairness, all letters to the editor of a political nature must be received at the newspaper office at least 10 days before the election. (Two Saturdays prior to Election Day.)

7. The exception to the 10-day rule is a response to a previous letter of an attacking or derogatory nature. In the name of

fairness, the newspaper will accept such a response after the deadline, provided it is written and delivered promptly (See No. 8). Such responses may rebut charges, innuendos or misstatements of fact from the initial letter but may not present new charges or level inflammatory counterattacks on the opposing political camp.

8. Under no circumstances will any election-related letter be published after the Friday immediately prior to Election Day.

9. In the case of questionable content (e.g. unfounded allegations, statements of fact that are suspect, or assaults on a candidate's character

or moral standards), the newspaper reserves the right to verify such information before publication, or to edit letters. Any changes necessary to render a letter suitable for publication will be reviewed with the writer prior to publication.

10. All letters must be signed and include the address and telephone number of the writer. Phone numbers are for questions and verification purposes only and will not be published.

political ads.

6. No political ads of a derogatory or attacking nature will be published after Wednesday's edition, 6 days prior to Election Day. (NOTE: Production deadlines require that all ads be placed with our sales department by 5 p.m. 2 working days prior to publication, or 5 p.m. Monday for an ad to appear Wednesday. In the name of fairness and our responsibility to the local voting public, responses to derogatory ads will be allowed after the Wednesday cutoff, but such ads must be placed immediately to insure placement prior to Election Day. Responses may rebut charges, innuendos or misstatements of fact from the initial derogatory ad, but may not present new charges or level inflammatory counterattacks on the opposing political camp.

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REQUESTS 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. 26, 2021. Bids shall be received electronically at www.epyton.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021, 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.epyton.com. There is no charge to register.

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

**PEPPM 2022 Catalog Bid, and
PEPPM 2022 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.

**UNION COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
NOTICE OF AUDIT
DECEMBER 31, 2020**

	<u>Balance Sheet</u>
ASSETS:	
Current assets	\$ 76,715
LIABILITIES AND NET POSITION:	
Current liabilities	\$ 0
Net position	76,715
TOTAL LIABILITIES AND NET POSITION	\$ 76,715
	<u>Statement of Revenues and Expenses</u>
OPERATIONS:	
Operating revenue	\$ 0
Operating expenses	2,657
Operating income	(2,657)
NONOPERATING REVENUE:	
	412
CHANGE IN NET POSITION	(2,245)
NET POSITION, BEGINNING OF YEAR	78,960
NET POSITION, END OF YEAR	\$ 76,715

The above are summary statements setting forth the assets and liabilities of the Authority as of December 31, 2020 and the results of its operations for the year then ended is hereby published in conformity with 53 Pa.C.S. Section 5612 of the Municipal Authorities Act. The complete financial statements of the Authority, including the independent auditors' report, is on file and available for inspection at the Authority's office.

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

Need Your SPACE? Declutter With The Classifieds!

See how good it feels to rehome the stuff you're not using, and generate some extra cash in the process!

Place Your Ad Today!

Call 570.742.9671 or go to standard-journal.com/classifieds.

The Standard-Journal Print & Online Classifieds

Subscribe or Renew Today! 570.742.9671 | www.standard-journal.com

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newspaper office at least 10 days before the election. (Two Saturdays prior to Election Day.)

7. The exception to the 10-day rule is a response to a previous letter of an attacking or derogatory nature. In the name of fairness, the newspaper will accept such a response after the deadline, provided it is written and delivered promptly (See No. 8). Such responses may rebut charges, innuendos or misstatements of fact from the initial letter but may not present new charges or level inflammatory counterattacks on the opposing political camp.

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9. In the case of questionable content (e.g. unfounded allegations, statements of fact that are suspect, or assaults on a candidate's character or moral standards), the newspaper reserves the right to verify such information before publication, or to edit letters. Any changes necessary to render a letter suitable for publication will be reviewed with the writer prior to publication.

10. All letters must be signed and include the address and telephone number of the writer. Phone numbers are for questions and verification purposes only and will not be published.

POLITICAL ADVERTISING

1. All political advertising is charged at the prevailing open rate. (No discounts, special pricing or earned rates.)

2. All political advertising must be paid for in advance. No exceptions.

3. All political advertising must carry a line reading "Authorized By..." or "Paid For By..." If authorized by the candidate, his authorized political committee or their agents, the ad must clearly state such. If not authorized, the ad must clearly and specifically state the name of the person, committee or organization who placed or financed the ad. (Personal

identification may be requested.) In the case of citizens' groups, committees and unofficial organizations, they must be established, registered and/or reasonably identifiable to the newspaper's readers. If not, the name of the treasurer or another officer may be required.

4. The phrase "PAID POLITICAL ADVERTISING" by itself is insufficient.

5. No political ads may be placed on the "Flash Ads" page or any other page that carries special rates or restrictions on advertising (e.g. page 1, page 1B sports, editorial page, comics page, etc.). There is no guaranteed position or placement offered for political ads.

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7. In the case of questionable content (e.g. unfounded allegations, statements of fact that are suspect, or assaults on a candidate's character or moral standards), the newspaper reserves the right to verify such information before publication, or to reject the material.

Milton Borough Project - Bidding for Construction

Milton Borough invites submission of sealed bids for a "General" contract for construction for the following:

1. PROJECT - "Borough of Milton Storage Garage", 257 Willow Street, Milton, PA. 17847 in accordance with the Contract Documents dated September 20, 2021.

GENERAL DESCRIPTION OF WORK - Milton Borough is replacing a storage garage that was heavily damaged in storms this past year. This project will provide for construction of the new pole building structure in the same location as the previous structure. The old structure has been completely removed. Work includes providing wood structure systems including heavy timber main structure, roof trusses, and partition framing. The building will have a prefabricated raised rib metal skin and roof. Contractor will also provide new concrete foundations and slab with reinforcing and subbase. Electrical systems with outlets and lighting are to be provided as well as some minor plumbing. The project is to be completed before the end of 2021.

WAGE RATES - This project is funded with public funds and is therefore subject to the applicable provisions of the Pennsylvania Prevailing Wage Act, and appropriate prevailing wage rates shall be paid on this project

Performance bond and payment bond in the amount of 100% of the contract, as well as proof of worker's compensation insurance will be required from the lowest responsible bidder.

Bid Bond in the amount of 10% of the contract is required of all bidders.

BIDDING DOCUMENTS - AVAILABLE - The Contract Bid Documents will be available at the office of the Architect and available on our FTP site. Please contact our office for instructions to access.

Hiller Architectural Group
45 North Front Street
Milton, PA. 17847 570.742.9352

BID PROPOSALS - The Borough of Milton shall receive sealed proposals from Bidders at:

Borough of Milton
2 Filbert Street
Milton, PA 17857
ATTN: Ms. Jessie Novinger, Borough Manager

Should any contractors have questions regarding the project or site location, please contact Sam Shaffer at (570) 412-0761.

Bids shall be submitted in a sealed envelope and clearly marked "Milton Storage Garage" in BOLD lettering.

Bids must be received not later than **October 12, 2021, at 10:00 A.M.** Bids submitted after this time will not be considered or accepted. Bids will be publicly opened and read aloud on **October 12, 2021, at 11:00 A.M. E. D. S. T.,** at the Borough of Milton Council Chambers.

The Borough of Milton reserves the right to reject any and all bids.



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

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 literacy 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 Mattocks
Director of Curriculum and Instruction
Millifenburg Area School District
176 Maple Street
Millifenburg, PA 17844.

Deadline for accepting applications is Friday, October 8, 2021. EOE

REQUESTS 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. 26, 2021. 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. 26, 2021, 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 separate requests for bids:

PEPPM 2022 Catalog Bid, and PEPPM 2022 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.

PUBLIC HEARING NOTICE
BOROUGH OF MILTON

There will be a Public Hearing followed by consideration to adopt the following Ordinance at the regular meeting of the Milton Borough Council on Wednesday, October 13, 2021.

BE IT ENACTED AND ORDAINED by the Council of the Borough of Milton, and it is hereby enacted and ordained by the authority of the same that Article VI of Ordinance No. 1165, as amended by Ordinance No. 1157, as amended by Ordinance No. 1206, known as the Zoning Ordinance of the Borough of Milton, is hereby revised to read as follows:

SECTION 602 ADMINISTRATION

Subsection 602.4.C.1.e. is amended to read as follows:

e. documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development within an AE Area/District without floodway (See subsection 603.2.B) when combined with all other existing and anticipated development, will not cause a rise in the base flood elevation at any point within the entire community.

Subsection 602.11. Appeal fee, is amended to read as follows:

The fee for an appeal shall be as indicated on the latest fee schedule as adopted by resolution by the Borough of Milton.

SECTION 603 IDENTIFICATION OF FLOODPLAIN AREAS

Subsection 603.2.B.2 is amended to read as follows:

1. No permit shall be granted within any AE Zone without floodway, no encroachments, including fill, new construction, substantial improvements or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed development together with all other existing and anticipated development, would not cause a rise at any point within the entire community during the occurrence of the base flood discharge.

SECTION 604 TECHNICAL PROVISIONS

Subsection 604.2.A.3 regarding residential structures is amended to read as follows:

3. In AO Zones, any new construction or substantial improvement shall have the lowest floor, including utility and duct work, at least one (1) foot or more above the depth number specified on the FRM.

Subsection 604.2.B.3 regarding non-residential structures is amended to read as follows:

3. In AO Zones, any new construction or substantial improvement shall have the lowest floor, including utilities and duct work, at least one (1) foot or more above the depth number specified on the FRM.

Subsection 604.2.E.2 regarding accessory structures is amended to read as follows:

2. Floor area shall not exceed 200 square feet for the Floodway or Flood Fringe. No variances shall be given for the Floodway. A variance may be granted for an accessory structure larger than 200 square feet up to a maximum of 600 square feet for the Flood Fringe.

Subsection 604.2.E.9 regarding accessory structures is amended to read as follows:

9. For accessory structures on the Flood Fringe that are larger than 200 square feet in area (footprint) up to a maximum of 600 square feet (see section 604.2.E.3) and that are below the base flood elevation, a variance is required as set forth in Section 607.2.C. If a variance is granted, a signed Declaration of Land Restriction (Non-Conversion Agreement) shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

Subsection 604.3.H.1 regarding fences is amended to read as follows:

1. No fences except two-tire fences, or other structures which may impede, extend, or change the direction of the flow of floodwaters, or which will catch or collect debris carried by such waters shall be placed within a Floodway, nor shall any such structure be placed where the natural flow of floodwater could carry the same downstream to the damage or detriment of other public or private property adjacent to the floodplain.

Subsection 604.3.H.2 regarding fences is amended to read as follows:

2. Split rail, post and picket, chain link, or other similar types of fencing with a minimum 2 1/2 open space ratio may be permitted in a designated Flood Fringe. Also, privacy screening may be permitted if kept a minimum of 60 inches off finished grade and have every 3rd picket (shadow box style) installed on the opposite side of the fence, or a full shadow box style fence is posted on every other side to allow the flow of flood waters. A full shadow box style can be permitted to be on the ground.

Subsection 604.6.B concerning special requirements for manufactured homes, is amended to read as follows:

B. Within any Identified Floodplain Area manufactured homes shall be prohibited within the Floodway area of any watercourse.

Subsection 604.6.C concerning special requirements for manufactured homes, is amended to read as follows:

C. Where permitted by a Zoning Variance within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:

1. placed on a permanent foundation;
2. elevated so that the lowest insulated area under the floor of the manufactured home is at least one and one-half (1 1/2) feet above base flood elevation;
3. any anchored to resist flotation, collapse, or lateral movement.

Subsection 604.6.D.2 is amended to read as follows:

2. Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.

Subsection 604.7.A.2 is amended to read as follows:

2. be fully licensed and ready for highway use, and

SECTION 605 ACTIVITIES REQUIRING SPECIAL PERMITS

Subsections 605.2, 605.3 and 605.4 are hereby repealed and removed.

SECTION 607 VARIANCES

Revised Subsection 607.2.B regarding variance procedures and conditions is amended to read as follows:

B. No variance shall be granted for any construction, development, use, or activity within any AE Area/District without floodway that would, together with all other existing and anticipated development, cause a rise in the base flood elevation at any point within the community.

Revised Subsection 607.2.C regarding variance procedures and conditions is amended to read as follows:

C. No variances shall be granted for a proposed accessory structure that exceeds 200 square feet in size in the Floodway. If a variance is granted for a proposed accessory structure that exceeds 200 square feet in size up to a maximum of 600 square feet in size in the Flood Fringe, then the following conditions shall be added to the variance requiring the structure to be elevated to the Regulatory Flood Elevation or floodproofed as per Section 604.2. A signed Declaration of Land Restriction (Non-Conversion Agreement) shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

Revised Subsection 607.2.D regarding variance procedures and conditions is amended to read as follows:

D. Except for a possible modification of the Regulatory Flood Elevation requirement involved, no variances shall be granted for any of the other requirements pertaining specifically to development regulated by Development Which May Endanger Human Life (Subsection 604.4).

Revised Subsection 607.2.E regarding variance procedures and conditions is amended to read as follows:

E. No variance shall be granted for Prohibited Activities (Section 605).

SECTION 608 DEFINITIONS

Subsection 608.2.14 is added to Section 608.2 concerning specific definitions to read as follows:

14. Flood Fringe - The portion of the 100 year floodplain outside of the Floodway, excluding areas shown as approximate 100 year flood zones on the Borough's Flood Boundary and Floodway Maps.

Subsection 608.2.33 concerning the specific definition of "Special Permit" is hereby repealed and removed from Section 608.2.

The numbering of Subsection 608.2 concerning specific definitions is hereby renumbered in whole to reflect the addition of Subsection 608.2.14 defining "Flood Fringe" and the removal of Subsection 608.2.33 concerning the definition of "Special Permit," as stated above.

All other provisions of said Ordinance No. 1206 and prior amendments shall remain in full force and effect, except as amended hereby.

Shelly Sandstrom
Secretary/Treasurer
Borough of Milton
(570) 742-8750



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

WE HEREBY CERTIFY, that the annexed advertisement of Order No 7036875

Sold To:

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

Bill To:

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

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

Sep 14, 2021; Sep 21, 2021; Sep 28, 2021

The Baltimore Sun Media Group

B. Price, Legal Advertising

By _____

Subscribed and sworn to before me this 28 day of Sept 2021,

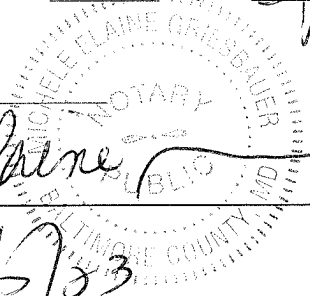
By _____

Michelle Elaine Griesbauer

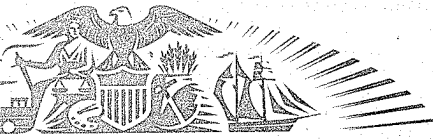
Notary Public

My commission expires

10/5/23



Reach more than 800k readers a week!



ETPLACE

Place an ad: 410.539.7700 | placeanad.baltimoresun.com

LEGAL NOTICES

BALTIMORE CITY

The Law Office of Stephen L. Harker
35 Fulford Avenue, Suite 203
Bel Air, Maryland 21014
IN THE CIRCUIT COURT
FOR BALTIMORE CITY
Case No. 24-C-20-004410
ORDER OF PUBLICATION

FIG AS CUSTODIAN FOR FIG MD18 LLC
35 FULFORD AVENUE, SUITE 203
BEL AIR, MARYLAND 21014

Plaintiff

THE ESTATE OF PERSONAL REPRESENTATIVE, AND KNOWN AND UNKNOWN HEIRS AND ASSIGNS OF LEONARD LOGUE AND THE STATE OF MARYLAND AND THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY And heirs, devisees, personal representatives, and executors, administrators, grantees, assigns or successors in right, title, interest, unknown owners and any and all persons having or claiming to have any interest in the property and premises situate in the City of Baltimore

Property: 3105 Frisby St Cert No.: 342194 Lot Size: 16x75 Ward: 09 Section: 03 Block: 4080 Lot: 031 Ass'd to: Evelyn E. Logue and Leonard Logue

AMENDED ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the State of Maryland, City of Baltimore, sold by the Collector of Taxes for the City of Baltimore and the State of Maryland to the plaintiff in this proceeding:

Property: 3105 Frisby St Cert No.: 342194 Lot Size: 16x75 Ward: 09 Section: 03 Block: 4080 Lot: 031 Ass'd to: Evelyn E. Logue and Leonard Logue

The Complaint states, among other things, that the amount necessary for redemption has not been paid, although more than six (6) months from the date of sale has expired.

It is thereupon this 6th day of August, 2021, by the Circuit Court for Baltimore City;

ORDERED, that notice be given by the insertion of a copy of this Order in THE BALTIMORE SUN, a newspaper having a general circulation in Baltimore City once a week for three successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 5th day of October, 2021, and redeem the Property, and answer the Complaint, or thereafter a final judgment will be rendered foreclosing all rights of redemption in this Property and vesting in the Plaintiff a title, free and clear of all encumbrances.

Judge Jeffrey M. Geller
Judge's Signature appears on the original document

MARILYN BENTLEY
MARILYN BENTLEY, CLERK
004410

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021. Bids shall be received electronically at www.epyfon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021, 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.epyfon.com. There is no charge to register.

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

- PEPPM 2022 Catalog Bid, and
- PEPPM 2022 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.

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.
9/14, 9/21, 9/28/2021 7036875

NOTICE

The USDA has a need to lease 4,071 Rentable Square Feet, yielding approximately 3,540 Usable Square Feet of office space in Forest Hill MD. For more information search for Solicitation No. 57-24025-20-FA on SAM.gov. You may also express your interest via email to Zisa.Lubarov-Walton@usda.gov. Expressions of interest are due by 9/14/2021 before 4:30pm (EST).
8/31, 9/7, 9/14/2021 7020167

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LEGAL NOTICES

ADVERTISEMENT FOR BIDS
 Delmarva Central Railroad Company (DCR) will receive Sealed bids for Contract No. DCRC2103 until 2:00 PM EST on Friday, 10/15/2021, at which time they will be opened and read aloud at the office of Delmarva Central Railroad Bldg 1, Suite 100, 519 Cedar Way, Oakmont PA 15139. The sealed bid shall be clearly marked "Sealed Bid Enclosed".

This is a prevailing wage rate construction project. The proposed work includes upgrading the existing mechanical and electrical operating systems of two (2) drawbridges located near Seaford, DE and Pocomoke City, MD respectively, with hydraulic functions, power, and controls.

A non-mandatory pre-bid meeting will be held on Tuesday, 09/28/2021 at 9:00 am. Bidders are to meet at 101 New Street, Seaford, DE, 19973. Interested bidders must request the Contract Documents from Matt Anderson via email at mattanderson@carloadexpress.com.

Bids will be received by only those persons who are on record with DCR as having obtained the Contract Documents along with all addenda issued. 9/20 - 9/24/2021 7041859

Window Restoration
 Proposals are requested for the restoration of 35 windows of the Jerusalem Mansion, 2807 Jerusalem Rd., Kingsville, MD 21087. Work includes repairs to sashes, frames, sills and rails, replacement of some glass and weights, and the installation of new storm windows.

Project is partly funded by the MD Historical Trust. All work must comply with Secretary of the Interior's Standards for Rehabilitation and all State regulations, including EEO.

Proposals must be received before 5:00 PM, November 19, 2021, at P.O. Box 237, Kingsville MD 21087. Contact Richard Albright, jerusalem.mhli.curator@gmail.com, 410-877-3560.

Contract awarded to lowest proposal from a qualified firm conforming to project schedule

Pre-proposal site inspections available, by appointment, between October 18, 2021 and October 29, 2021. 9/21, 9/22, 9/23/2021 7043749

Notice of Application for Surface Commingling
 OXY USA INC is applying to the Railroad Commission to commingle production from the following leases: Long Spring 3030LP, Long Spring 3032LP, Long Spring 3034LP, Long Spring 3036LP, Long Spring 3040DP, Long Spring 3042DP, Long Spring 3044DP, Long Spring 3046DP, Long Spring 3060BP, Long Spring 3062BP, Long Spring 3064BP, and Long Spring 3066BP. Production will be from the Spraberry (Trend Area) field and will be commingled into the Long Spring Facility, located in RRC District 08 in Howard County.
 Pursuant to Statewide Rules 26 and 27, interested parties must file objections or requests for hearing in writing to the Railroad Commission office within 21 days after publication, or the Commission may approve the application.
 For questions pertaining to the application, please contact Beth Schenkel at (713) 497-2055. 9/21, 9/28/2021 7045015

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPFM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021. 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. 26, 2021, 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 separate requests for bids:

- PEPFM 2022 Catalog Bid, and
- PEPFM 2022 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.


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. 9/14, 9/21, 9/28/2021 7036875

AUCTIONS

PUBLIC REAL ESTATE AUCTION
ANNE ARUNDEL COUNTY
SATURDAY, OCTOBER 16TH @ 11AM
217, 219, 221 6th Ave NE, Glen Burnie, MD 21060



40,000 +/- sq. ft. of commercial land (C3) with water and sewer available, 219 includes 777 +/- sq. ft., 2BR/1BA, large above ground pool w/deck, 2 garages/out buildings with electric, 217 & 221 are adjacent lots to 219. Easy access to Annapolis, Washington, and Baltimore. Recently appraised at \$700k. Possible C3 uses: Shops, Offices, Daycare.

Charles St Clair 410-322-4325
 TERMS: BP Deposit: \$8,000 due at time of sale. Cash, certified funds, business or personal check w/ ID. 30-day settlement. 10% BP Broker co-op invited. See website for add'l terms. * Sale on Premises. Auctioneer - Charles Parrish Lic# A-351.

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LEGAL NOTICES

MARYLAND DEPARTMENT OF THE ENVIRONMENT AIR AND RADIATION ADMINISTRATION

NOTICE OF INTENT TO ISSUE PART 70 OPERATING PERMIT, OPPORTUNITY TO SUBMIT WRITTEN COMMENTS OR TO REQUEST A PUBLIC HEARING

The Department of the Environment, Air and Radiation Administration (ARA) has completed its review of the application for a renewal Part 70 Operating Permit submitted by Buckeye Terminals, LLC located in Baltimore, MD. The facility consists of three (3) primarily natural gas fired boilers, two (2) No. 2 fuel oil fired boilers for comfort heat in the office and garage, two (2) No. 6 fuel oil fired heaters used to maintain the No. 6 fuel oil tanks in the liquid phase, a multi bay truck loading rack, marine vessel loading/unloading berths, a diesel powered, 500 kW emergency generator and thirty seven (37) storage tanks for various fuels.

The applicant is represented by Mr. William Blow, Plant Manager, Buckeye Terminals, LLC, 6200 Pennington Ave., Baltimore, MD 21226.

The Department has prepared a draft Part 70 Operating Permit for review and is now ready to receive public comment. A docket containing the application, draft permit, and supporting documentation is available for review on the Department's website, under the Air Quality Permitting Page's Title V link under "Draft Title V Permits" and may be viewed here: <https://mde.maryland.gov/programs/Permits/AirManagementPermits/Pages/titledraftpermits>

Interested persons may submit written comments or request a public hearing on the draft permit. Written comments must be received by the Department no later than 30 days from the date of this notice. Requests for a public hearing must be submitted in writing and must also be received by the Department no later than 30 days from the date of this notice.

Comments and requests for a public hearing will be accepted by the Department if they raise issues of law or material fact regarding applicable requirements of Title V of the Clean Air Act, and/or regulations implementing the Title V Program in Maryland found in COMAR.

A Request for public hearing shall include the following:

- 1) The name, mailing address, and telephone number of the person making the request;
- 2) The names and addresses of any other persons for whom the person making the request is representing; and
- 3) The reason why a hearing is requested, including the air quality concern that forms the basis for the request and how this concern relates to the person making the request.

All written comments and requests for a public hearing should be directed to the attention of Ms. Shannon Heafey, Title V Coordinator, Air Quality Permits Program, Air and Radiation Administration via email at Shannon.heafey@maryland.gov 9/28/2021 7049556

Notice of Application for Surface Commingling

OXY USA INC is applying to the Railroad Commission to commingle production from the following leases: Long Spring 3030LP, Long Spring 3032LP, Long Spring 3034LP, Long Spring 3035LP, Long Spring 3036LP

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The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid. 9/14, 9/21, 9/28/2021 7036875

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND LOCATED AT 111 N. CALVERT ST. BALTIMORE MD, 21202 CASE NO. 24-D-21-001821

IN THE MATTER OF Giovanni Walberto Chavella Portilla

FOR CHANGE OF NAME TO: Giovanni Walberto Chavella Fuentes

BY AND THROUGH THEIR MOTHER/FATHER/GUARDIAN Giovanni Chavella Lira NOTICE FOR PUBLICATION (MINOR) (Md. Rule 15-901)

NOTES:

- Your name change request must be published in a general circulation newspaper in the county in which the minor lives. This allows persons an opportunity to object to the request.
 - Please contact the clerk for information on arranging publication and the Certificate of Publication (form CC-DR-075) that is filed after publication. You must pay for the publication.
 - If there is an objection to the minor's name change, you have 15 days to file a response in writing with the court. If you want a hearing, include a Request for Hearing or Proceeding (form CC-DR-059).
- The above petitioner has filed a Petition for Change of Name to change the name of a minor from Giovanni Walberto Chavella Portilla to Giovanni Walberto Chavella Fuentes. The petitioner is seeking a

Notice

Extra Space Storage will hold a public auction at the location indicated 9145 Liberty Road Randallstown, MD 21133, on October 6th 2021 at 12:15pm. #20, #4016, #5079, #5086, #521, #2008, #6014, #711. 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. 9/28/2021 7051785

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NOTICE OF PUBLIC SALE

Self Storage Cube contents will be sold for cash by CubeSmart Management, LLC 7025 Kit Kat Rd, Elkridge, MD 21075 to satisfy a lien for rental on October 5th, 2021 at approx. 11am at www.storage-treasures.com 9/28/2021 7050101

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Date	Position	Description	P.O. Number	Costs
09/28/2021	Request For Pro NJ	REQUESTS FOR BIDS Scaled bids for technology equipment, software,	22-2-00106	
			Ad Size	
			2 x 45 L	
			Affidavit Fee - 09/14/2021	\$25.00
			Basic Ad Charge - 09/28/2021	\$78.30
			Total	\$103.30

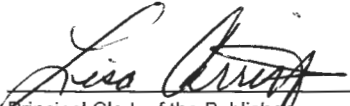
CLAIMANTS CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>9/29/2021</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____	_____
Date: _____	Signature: _____



State of New Jersey,) ss
County of Middlesex)

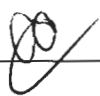
Lisa Arrington being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that Times of Trenton is a public newspaper, with general circulation in Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, and Somerset Counties, and this notice is an accurate and true copy of this 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 09/14, 09/21, 09/28/2021



Principal Clerk of the Publisher

Sworn to and subscribed before me this 29th day of September 2021



Notary Public



REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021. 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. 26, 2021, 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.

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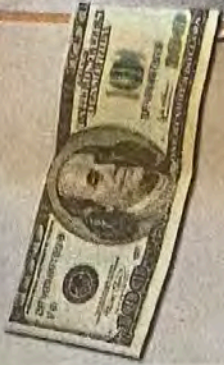
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dress of the Bidder.

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all Room 180, 900 Col-
pm, (Prevailing Time) on
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REQUESTS FOR BIDS

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9/14,21,28/21 THE TIMES \$78.30

than one hundred (100%) percent of the Contract.

All bid deposits, whether they be bonds or certified checks shall be made payable without condition to the City of Newark, which check or bond may be forfeited should be successful bidder fail to enter into a Contract with the City.

All bidders must comply with the State of New Jersey Laws of 1971, Chapter 198, as amended relative to submission of a certification of the bidder indicatinf the ability to perform the contract.

All contractos must comply with the requirements of Chapter 33 of the laws of 1977, which requires disclosure of all stockholders owning 10% or more of the corporate stock by executing the "DISCLOSURE CERTIFICATE" included in the specifications.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1973, effective January 1, 1974, section 109 of PL94-369, and Section 110 of PL 93-383 regarding wage rates determined by the Secretary of Labor, in accordance with the provisions of the Davis-Bacon Act as amended (40 USC 275a-276a-5) whichever provides for the higher rate of pay for each specific job classification

All proposals are subject to the requirements of all laws and City Ordinances affecting same. The bidder's attention is directed to Section 2:3-14 of the City Administrative Code. Bidders are also advised as to the applicability of the City's Affirmative Action Program, and must during the performance of the Contract, comply with requirements of PL 1975 C. 127 (N.J.A.C 17:27)

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF PL 1975, c.127 (NJAC 17:27)

Pursuant to Newark City Ordinance #2:2-28.3 and 2:2-28.4, the contractor must set aside at least twenty-five (25%) of the total contract bid price to a Minority owned Business Enterprise (MBE) or Enterprises plus an additional seven per cent (7%) to a Women owned Business Enterprise (WBE) or Enterprise, the

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9/14,21,28/21 THE TIMES \$78.30

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TOWNSHIP OF MANSFIELD BURLINGTON COUNTY

RESOLUTION 2021-9-9

RESOLUTION AWARDING CONTRACT TO ALCAR TENNIS COURT CONSTRUCTION FOR THE REPAIRS TO ONE TENNIS COURT AND ONE BASKETBALL COURT AT GEORGETOWN PARK LOCATED IN THE MAPLETON DEVELOPMENT

WHEREAS, P.L. 2011, c.139 allows local contracting units to utilize national cooperative contracts as a method of procurement of goods and services; and,
WHEREAS, Sourcewell (formerly NJPA) is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec 3); and,
WHEREAS, pursuant to the Act, Sourcewell is authorized to contract with eligible entities to perform governmental functions and services, including purchase of goods and services; and,
WHEREAS, in reliance on such authority, Sourcewell has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and,
WHEREAS, Mansfield Township Burlington County has joined and is a member of the Sourcewell cooperative purchasing program and is eligible to purchase goods and services available under contracts that have been duly awarded by Sourcewell; and,
WHEREAS, Sourcewell has awarded a contract that was publicly advertised and bid to AstroTurf Corporation under contract #060518-AST for Athletics & Playgrounds and Alcar Tennis Court Construction being an authorized contractor partner of the AstroTurf Cooperation allows Alcar Tennis Court Construction to directly market and sell to the members of all cooperative purchasing organizations for which AstroTurf Cooperation has been awarded; and,
WHEREAS, the Qualified Purchasing Agent, in accordance with the requirements of P.L. 2011, c. 139 has recommended to the Governing Body the use of the contract awarded by Sourcewell for the repairs to one tennis court and one basketball court at Georgetown Park in the Mapleton Development for the reasons of efficiency and economy; and,
WHEREAS, The New Jersey Department of Community Affairs in LFN 2012-10, sets forth that the contracting unit must engage in a procedure that assert that cost savings benefits will be achieved, and further that the national contract entity has demonstrated that it has met appropriate New Jersey requirements; and,
WHEREAS, the Qualified Purchasing Agent has engaged in a process

wherein such requirements have been satisfied; and,
WHEREAS, funds have been authorized for this purchase by adopted Capital Ordinance 2021-9,
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that:

- The Township Committee hereby awards a contract for the repair to one tennis court and one basketball court at Georgetown Park located in the Mapleton Development in accordance with the specifications described in the Proposal, by and between Mansfield Township Burlington County and Alcar Tennis Court Construction, 1 Branchville Lawson Road, Newton, NJ 07860, pursuant to the terms and conditions of the AstroTurf Corporation contract #060518-AST for Athletics & Playgrounds, be and is hereby approved and authorized.
 - The total amount authorized for this purchase shall not exceed \$42,000, less any eligible discounts that may be applied for prompt progress payments.
 - Funds for this purchase have been authorized against Capital Ordinance 2021-9, as approved by the Township Committee at the Regular Meeting that was held on May 19, 2021, in the total amount of \$1,980,600.00.
- BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon adoption hereof.

Linda Semus, RMC, CMR
Municipal Clerk
\$61.77

9/21/21 THE TIMES

CITY OF TRENTON - NOTICE

At the regular meeting of the City Council of the City of Trenton, held on September 16, 2021, the following resolutions were adopted authorizing a payment to be made. The authorizing resolution and contract are available for public inspection in the office of the Municipal Clerk.

Awarded to: Chubb Insurance Company of New Jersey, 500 Ross St
154-0455, Pittsburgh, PA 15262-0001
Service: Property insurance premium for the City of Trenton
Period: July 1, 2021 to July 30, 2022
Cost: Not to exceed \$352,582.00

Dated: September 16, 2021 Matthew H. Conlon, RMC
Municipal Clerk
9/21/21 THE TIMES \$14.79

BID ADVERTISEMENT
DEPARTMENT OF ENGINEERING DIVISION OF
TRAFFIC AND SIGNALS
NOTICE TO CONTRACTORS

Place an ad: 609-989-7870 or www.nj.com/placead | View listings at nj.com/classifieds

CLASSIFIEDS

online at:
nj.com



- careers
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- business
- stuff
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- autos
- notices & more

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EMAIL: CLASSIFY@NJTIMES.COM

ONLINE AT NJ.COM

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Cream Ridge, Monmouth County
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REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to general educational agencies and other eligible local educational agencies and optionally organizations in Pennsylvania and other states including New Jersey 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. 26, 2021. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 10:00 AM EST on Wednesday, October 13, 2021. The Pre-bid Conference will be held utilizing a telephone and video conference via Microsoft Teams. For access information for the Pre-bid Conference, please contact Kimberley Murray, by e-mailing kmurray@njtransit.com. Bidders are advised that attendance at the Pre-bid Conference is strongly recommended. Bidders will be required to download Microsoft Teams, located at <https://teams.microsoft.com/>, prior to the Pre-bid Conference, in order to access the web video conference and view the presentation. Upon confirmation of your firm's RSVP, NJ TRANSIT will forward an invitation for the video conference. Contractors and Subcontractors are also required to comply with the State of New Jersey, Division of Revenue and Enterprise Services Business Registration Certificate requirements (N.J.S.A. 52:32-44). Contractors shall not enter into any contract or subcontract with the State of New Jersey, Division of Revenue and Enterprise Services, as required, until they have received a Business Registration Certificate from the Department of Treasury Division of Revenue and Enterprise Services, as required.

All New Jersey public and non-public schools and other eligible organizations may purchase from these awarded contracts. For more information about the request for bids, 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.

9/14,21,28/21 THE TIMES \$78.30

NEW JERSEY TRANSIT CORPORATION
NOTICE TO BIDDERS

EAST WINDSOR REGIONAL SCHOOL DISTRICT

LEGAL NOTICE

The School Business Administrator/Board Secretary of the East Windsor Regional School District Board of Education, in the County of Mercer, State of New Jersey, by authority of said Board, solicits sealed bids for student transportation. Bids to be received at the East Windsor Transportation Office located at 503 Mercer St, Hightstown, NJ up to 10:00AM prevailing time on October 12, 2021.

STUDENT TRANSPORTATION SERVICES
2021-2022 School Year

Bid Number(s) EW21NP

Specifications are available upon request at the East Windsor Transportation Office located at 503 Mercer St, Hightstown, NJ up to 10:00AM prevailing time on October 12, 2021.

notices

KEITH A. BONCHI, ESQUIRE - KAB032321983
GOLDENBERG, MACKLER, SAYEGH, MINTZ,
PFEFFER, BONCHI & GILL
A Professional Corporation
660 New Road, First Floor
Northfield, NJ 08225
(609) 646-0222
FILE NO. 68200-1
Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY
CHANCERY DIVISION
Docket No. F-008909-20
CIVIL ACTION

ORDER SETTING TIME, PLACE AND AMOUNT OF REDEMPTION

MORECO PROPERTIES LLC
Plaintiff(s)

vs.
MICHAEL AVILES; JOSEPH D. WRIGHT, his heirs, devisees and personal representatives and their or any of their successors in right, title and interest; STEPHANIE WRIGHT, Surviving Spouse of Joseph D. Wright; STATE OF NEW JERSEY; FIRST UNION NATIONAL BANK now WELLS FARGO BANK, NATIONAL ASSOCIATION; DANIEL J. GRAZIANO JR.; DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC n/k/a TD AUTO FINANCE LLC; MODERN HARDROCKS HARDSCAPING & BENTALS; HARDROCKS HARDSCAPING & BENTALS; NEW

portation Office located at 503 Mercer St, Hightstown, NJ up to 10:00AM prevailing time on October 12, 2021.

All bids must be submitted on the bid form contained in the specifications. Bids which are not submitted on such form may be rejected.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action.

The Board of Education reserves the right to reject any or all bids.

By order of the East Windsor Regional School District Board of Education

/s/ Paul M. Todd
School Business Administrator/Board Secretary
9/28/21 THE TIMES \$29.58
Date

that thereupon the defendant who redeems shall be entitled to certificate of tax sale duly endorsed for cancellation; and IT IS FURTHER ORDERED that in default of the said defendants' said sum, interest and costs aforesaid, the said defendants shall be forever debarred and foreclosed of and from all right and equity of redemption on, and to said lands and premises and indefeasible interest, and the plaintiff shall have an absolute and indefeasible inheritance in fee simple, to said lands and premises. Any contrary notwithstanding, redemption shall be permitted upon entry of final judgment including the whole of the last entry of final judgment which is entered, and which judgment is entered, and IT IS FURTHER ORDERED that a copy of this Order or a Notice of Redemption shall be served upon the defendants, whose addresses are known to the plaintiff, in fee simple, to said lands and premises. Any contrary notwithstanding, redemption shall be permitted upon entry of final judgment including the whole of the last entry of final judgment which is entered, and which judgment is entered, and IT IS FURTHER ORDERED that if the addresses of the defendant are not known, a copy of this Order or Notice thereof directed to the plaintiff shall be published in The Trenton Times, a newspaper published in Mercer County, at least one time, not less than ten days before the date fixed for redemption of the lands and premises. IT IS FURTHER ORDERED that a copy of this Order be delivered to the Tax Collector of the Township of Hamilton, and that said Tax Collector of the Township of Hamilton certify to this Court whether the taxes were or were not redeemed from the plaintiff's tax sale in accordance with the terms of this Order.

/s/ Timothy P. Lydon, P.J. C.
Hon. Timothy P. Lydon, P.J.
Respectfully Recommended
Clerk

TIMES UNION

timesunion.com

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

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
90 LAWTON LANE
MILTON, PA 17847

Account Number: 600064762
Order Number: 0004175061
Order Invoice Text: RFB PEPPM

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

09-14-2021, 09-21-2021, 09-28-2021



09/29/2021

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this 29 day of Sept 2021.



Notary Public
Albany County

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New York for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Oct. 26, 2021. 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. 26, 2021, 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 separate requests for bids:

- PEPPM 2022 Catalog Bid, and
- PEPPM 2022 Product Line Bid.

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

For more information about the 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.

10/29/21

To Whom It May Concern:

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


CSIU's Public Notice was published within the Public Notice section of the USA TODAY newspaper on the following dates:

9/14/21, 9/21/21, 9/28/21



Anthony Pacini

On this 29th day of October, 2021, I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.



Notary

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

FOR THE RECORD

All Times EDT

NFL table with columns W, L, T, Pct, PF, PA

AMERICAN CONFERENCE

Table for American Conference East and South divisions

Table for American Conference North division

Table for American Conference West division

NATIONAL CONFERENCE

Table for National Conference East and South divisions

Table for National Conference North division

Table for National Conference West division

Thursday's game

Tampa Bay 31, Dallas 29

Sunday's games

Arizona 38, Tennessee 13; Carolina 19, N.Y. Jets 14; Cincinnati 27, Minnesota 24, OT; Houston 37, Jacksonville 21; L.A. Chargers 20, Washington 16; Philadelphia 32, Atlanta 6; Pittsburgh 23, Buffalo 16; San Francisco 41, Detroit 33; Seattle 28, Indianapolis 16; Denver 27, N.Y. Giants 13; Kansas City 33, Cleveland 29; Miami 17, New England 16; New Orleans 38, Green Bay 3; L.A. Rams 34, Chicago 14

Monday's game

Baltimore at Las Vegas

MLB

American League

East Division

Table for American League East Division

Central Division

Table for American League Central Division

West Division

Table for American League West Division

Sunday's games

Detroit 8, Tampa Bay 7, 11 innings; Milwaukee 11, Cleveland 1; Toronto 22, Baltimore 7; Chicago White Sox 2, Boston 1; Houston 3, L.A. Angels 1; Kansas City 5, Minnesota 3; Texas 6, Oakland 3; Arizona 5, Seattle 4; N.Y. Mets 7, N.Y. Yankees 6

Monday's games

N.Y. Yankees 6, Minnesota 5, 10 innings; Tampa Bay at Toronto; Houston at Texas; Boston at Seattle

Tuesday's games

Cleveland (McKenzie 1-6) at Minnesota (TBD), 3:10 p.m., 1st game; Milwaukee (Peralta 9-4) at Detroit (Peralta 3-3), 6:40 p.m.; N.Y. Yankees (Cole 14-7) at Baltimore (Wells 1-2), 7:05 p.m.; Tampa Bay (Rasmusen 2-1) at Toronto (Berrios 11-7), 7:07 p.m.; Cleveland (Allen 1-6) at Minnesota (Dobnak 1-7), 7:40 p.m., 2nd game; Houston (Greinke 11-5) at Texas (Lyles 8-11), 8:05 p.m.; L.A. Angels (Naughton 0-1) at Chicago White Sox (Gioffrè 9-9), 8:10 p.m.; Oakland (Montas 12-9) at Kansas City (Kowar 0-3), 8:10 p.m.; Boston (Eovaldi 10-8) at Seattle (Anderson 6-9), 10:10 p.m.

Wednesday's games

Milwaukee at Detroit, 1:10 p.m.; Tampa Bay at Toronto, 3:07 p.m.; Boston at Seattle, 4:10 p.m.; N.Y. Yankees at Baltimore, 7:05 p.m.; Cleveland at Minnesota, 7:40 p.m.; Houston at Texas, 8:05 p.m.; L.A. Angels at Chicago White Sox, 8:10 p.m.; Oakland at Kansas City, 8:10 p.m.

National League

East Division

Table for National League East Division

Central Division

Table for National League Central Division

Table with columns W, L, Pct, GB

Table with columns W, L, Pct, GB

West Division

Table for West Division

Sunday's games

Milwaukee 11, Cleveland 1; Washington 6, Pittsburgh 2; Colorado 5, Philadelphia 4; Atlanta 5, Miami 3; St. Louis 2, Cincinnati 0; San Francisco 6, Chicago Cubs 5; L.A. Dodgers 8, San Diego 0; Arizona 5, Seattle 4; N.Y. Mets 7, N.Y. Yankees 6

Monday's games

Miami at Washington; St. Louis at N.Y. Mets; San Diego at San Francisco; Arizona at L.A. Dodgers

Tuesday's games

Cincinnati (Miley 12-5) at Pittsburgh (Peters 0-2), 6:35 p.m.; Milwaukee (Peralta 9-4) at Detroit (Peralta 3-3), 6:40 p.m.; Chicago Cubs (Sampson 0-2) at Philadelphia (Gibson 10-6), 7:05 p.m.; Miami (Luzardo 5-7) at Washington (Fedde 6-9), 7:05 p.m.; St. Louis (Woodford 2-3) at N.Y. Mets (Stroman 9-12), 7:10 p.m.; Colorado (Gray 7-10) at Atlanta (Toussaint 3-2), 7:20 p.m.; San Diego (Arrieta 5-12) at San Francisco (DeSclafani 11-6), 9:45 p.m.; Arizona (Weaver 3-4) at L.A. Dodgers (Gonzolin 2-1), 10:10 p.m.

Wednesday's games

Miami at Washington, 1:05 p.m.; Milwaukee at Detroit, 1:10 p.m.; Cincinnati at Pittsburgh, 6:35 p.m.; Chicago Cubs at Philadelphia, 7:05 p.m.; St. Louis at N.Y. Mets, 7:10 p.m.; Colorado at Atlanta, 7:20 p.m.; San Diego at San Francisco, 9:45 p.m.; Arizona at L.A. Dodgers, 10:10 p.m.

WNBA

EASTERN CONFERENCE

Table for WNBA Eastern Conference

WESTERN CONFERENCE

Table for WNBA Western Conference

Wednesday's games

New York at Connecticut, 7 p.m.

SOCCER

MLS Eastern Conference

Table for MLS Eastern Conference

Western Conference

Table for MLS Western Conference

Western Conference

Table for Western Conference

Wednesday, September 15

Cincinnati at Atlanta, 7 p.m.; CF Montréal at Orlando City, 7:30 p.m.; Chicago at D.C. United, 7:30 p.m.; Minnesota at Sporting Kansas City, 8:30 p.m.; Los Angeles FC at Austin FC, 9 p.m.; Colorado at Portland, 10 p.m.; Houston at LA Galaxy, 10:30 p.m.; Real Salt Lake at San Jose, 10:30 p.m.

NWSL

Table for NWSL

English Premier League

Table for English Premier League

Table with columns W, L, Pct, GB

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Saturday's games

Crystal Palace 3, Tottenham 0; Arsenal 1, Norwich 0; Brentford 0, Brighton 1; Leicester 0, Man City 1; Man United 4, Newcastle 1; Southampton 0, West Ham 0; Watford 0, Wolverhampton 2; Chelsea 3, Aston Villa 0

Sunday's game

Leeds 0, Liverpool 3

Monday's game

Everton 3, Burnley 1

AUTO RACING

IndyCar Grand Prix of Portland

Sunday at Portland International Raceway

Portland, Ore. Lap length: 1.964 miles

(Start position in parentheses)

1. (1) Alex Palou, Dallara-Honda, 110 laps, Running. 2. (2) Alexander Rossi, Dallara-Honda, 110, Running. 3. (3) Scott Dixon, Dallara-Honda, 110, Running. 4. (20) Jack Harvey, Dallara-Honda, 110, Running. 5. (18) Josef Newgarden, Dallara-Chevrolet, 110, Running. 6. (4) Felix Rosenqvist, Dallara-Chevrolet, 110, Running. 7. (10) Marcus Ericsson, Dallara-Honda, 110, Running. 8. (6) Colton Herta, Dallara-Honda, 110, Running. 9. (15) Scott McLaughlin, Dallara-Chevrolet, 110, Running. 10. (5) Graham Rahal, Dallara-Honda, 110, Running. 11. (8) Ed Jones, Dallara-Honda, 110, Running. 12. (26) Takuma Sato, Dallara-Honda, 110, Running. 13. (14) Will Power, Dallara-Chevrolet, 110, Running. 14. (7) Pató O'Ward, Dallara-Chevrolet, 110, Running. 15. (27) Ryan Hunter-Reay, Dallara-Honda, 110, Running. 16. (16) Conor Daly, Dallara-Chevrolet, 110, Running. 17. (25) Rinus Veekay, Dallara-Chevrolet, 110, Running. 18. (12) Sebastien Bourdais, Dallara-Chevrolet, 110, Running. 19. (11) Max Chilton, Dallara-Chevrolet, 110, Running. 20. (22) Jimmie Johnson, Dallara-Honda, 110, Running. 21. (23) Simon Pagenaud, Dallara-Chevrolet, 109, Running. 22. (21) Romain Grosjean, Dallara-Honda, 95, Running. 23. (17) Helio Castroneves, Dallara-Honda, 91, Running. 24. (9) Oliver Askew, Dallara-Chevrolet, 89, Did not finish. 25. (19) Callum, Dallara-Chevrolet, 77, Did not finish. 26. (24) Dalton Kellet, Dallara-Chevrolet, 50, Did not finish. 27. (13) James Hinchcliffe, Dallara-Honda, 1, Did not finish.

Race Statistics

Average Speed of Race Winner: 102.011 mph. Time of Race: 02:07:04.1304. Margin of Victory: 1.2895 seconds. Cautions: 4 for 20 laps. Lead Changes: 12 among 8 drivers. Lap Leaders: O'Ward 1-28, Rahal 29-34, Jones 35-36, Harvey 37-39, Dixon 40-42, Palou 43, Rahal 44-73, Harvey 74-75, Palou 76-78, Dixon 79, McLaughlin 80-84, Ericsson 85, Palou 86.

IndyCar Points Leaders

Through Sept. 12. 1. Alex Palou, 477. 2. Pató O'Ward, 452. 3. Josef Newgarden, 443. 4. Scott Dixon, 428. 5. Marcus Ericsson, 402. 6. Colton Herta, 348. 7. Graham Rahal, 342. 8. Will Power, 332. 9. Simon Pagenaud, 329. 10. Stefan Wilson, 299. 11. Takuma Sato, 297. 12. Rinus Veekay, 291. 13. Scott McLaughlin, 268. 14. Jack Harvey, 266. 15. Romain Grosjean, 230. 16. Ryan Hunter-Reay, 230. 17. Sebastien Bourdais, 218. 18. Conor Daly, 212. 19. Ed Jones, 195. 20. James Hinchcliffe, 194. 21. Felix Rosenqvist, 177. 22. Santino Ferrucci, 146. 23. Helio Castroneves, 141. 24. Dalton Kellet, 130. 25. Max Chilton, 110. 26. Ed Carpenter, 107. 27. Tony Kanaan, 96. 28. Jimmie Johnson, 82. 29. Juan Pablo Montoya, 53. 30. Sage Karam, 53. 31. Alexander Rossi, 49. 32. J.R. Hildebrand, 30. 33. Oliver Askew, 30. 34. Cody Ware, 26. 35. Marco Andretti, 22. 36. Christian Lundgaard, 19. 37. Ryan Norman, 10. 38. Stefan Wilson, 10. 39. Simona de Silvestro, 10. 40. Charlie Kimball, 8. 41. Kevin Magnusson, 7. 42. RC Enerson, 5. 43. Callum, 5.

NASCAR Xfinity Points Leaders

Through Sept. 12. 1. AJ Allmendinger, 993 (3). 2. Austin Cindric, 988 (5).

ODDS PROVIDED BY TIPICO SPORTSBOOK

Table with columns Favorite, Spread, O/U, ML, Underdog

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MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES PUBLIC NOTICE REQUESTS FOR BIDS

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PROJECT FINANCING WORLDWIDE \$\$\$

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GET NOTICED!

(800) 397-0070 sales@russelljohns.com

MARKETPLACE BOOKS / PUBLICATIONS

A Garden Observed: Cultivating A Life by Melanie Boyer. Enchanting 220 page coffee-table devotional filled with garden photography. Available on Amazon

HEALTH/FITNESS ATTENTION

If you've had Hernia Surgery and have experienced any complications you may be entitled to SIGNIFICANT CASH COMPENSATION. CALL THE HERNIA MESH HELPLINE NOW AT 800-478-7176

HEALTH/FITNESS TALCUM POWDER SETTLEMENT

If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation. 800-208-3526

COLLEGE

COLORADO - Suspended WR LaVontae Shearnault indefinitely for violating team and athletic department rules.

AFCA COLLEGE FOOTBALL COACHES POLLS

AFCA FCS Coaches' Poll - Sept. 13, 2021. AFCA Division II Coaches' Poll - Sept. 13, 2021.

FOR THE RECORD

All times ET

NFL

AMERICAN CONFERENCE

East

W	L	T	Pct	PF	PA
Buffalo	1	1	0.500	51	23
Miami	1	1	0.500	17	51
New England	1	1	0.500	41	23
N.Y. Jets	0	2	0.000	20	44

South

W	L	T	Pct	PF	PA
Houston	1	1	0.500	58	52
Tennessee	1	1	0.500	44	68
Indianapolis	0	2	0.000	40	55
Jacksonville	0	2	0.000	34	60

North

W	L	T	Pct	PF	PA
Baltimore	1	1	0.500	63	68
Cincinnati	1	1	0.500	44	44
Cleveland	1	1	0.500	60	54
Pittsburgh	1	1	0.500	40	42

West

W	L	T	Pct	PF	PA
Denver	2	0	1.000	50	26
Las Vegas	2	0	1.000	59	44
Kansas City	1	1	0.500	68	65
L.A. Chargers	1	1	0.500	37	36

NATIONAL CONFERENCE

East

W	L	T	Pct	PF	PA
Dallas	1	1	0.500	49	48
Philadelphia	1	1	0.500	43	23
Washington	1	1	0.500	46	49
N.Y. Giants	0	2	0.000	42	57

South

W	L	T	Pct	PF	PA
Carolina	2	0	1.000	45	21
Tampa Bay	2	0	1.000	79	54
New Orleans	1	1	0.500	45	29
Atlanta	0	2	0.000	31	80

North

W	L	T	Pct	PF	PA
Chicago	1	1	0.500	34	51
Detroit	0	1	0.000	33	41
Green Bay	0	2	0.000	3	38
Minnesota	0	2	0.000	57	61

West

W	L	T	Pct	PF	PA
Arizona	2	0	1.000	72	46
L.A. Rams	2	0	1.000	61	38
San Francisco	2	0	1.000	58	44
Seattle	1	1	0.500	58	49

Thursday's Game

Washington 30, N.Y. Giants 29

Sunday's Games

Buffalo 35, Miami 0

Carolina 26, New Orleans 7

Chicago 20, Cincinnati 17

Cleveland 31, Houston 21

Denver 23, Jacksonville 13

L.A. Rams 27, Indianapolis 24

Las Vegas 26, Pittsburgh 17

New England 25, N.Y. Jets 6

San Francisco 17, Philadelphia 11

Arizona 34, Minnesota 33

Tampa Bay 48, Atlanta 25

Dallas 20, L.A. Chargers 17

Tennessee 33, Seattle 30, OT

Baltimore 36, Kansas City 35

Monday's Game

Detroit at Green Bay

Thursday's Game

Carolina at Houston, 8:20 p.m.

Sunday's Games

Arizona at Jacksonville, 1 p.m.

Atlanta at N.Y. Giants, 1 p.m.

Baltimore at Detroit, 1 p.m.

Chicago at Cleveland, 1 p.m.

Cincinnati at Pittsburgh, 1 p.m.

Indianapolis at Tennessee, 1 p.m.

L.A. Chargers at Kansas City, 1 p.m.

New Orleans at New England, 1 p.m.

Washington at Buffalo, 1 p.m.

Miami at Las Vegas, 4:05 p.m.

N.Y. Jets at Denver, 4:05 p.m.

Seattle at Minnesota, 4:25 p.m.

Tampa Bay at L.A. Rams, 4:25 p.m.

Green Bay at San Francisco, 8:20 p.m.

Monday's Game

Philadelphia at Dallas, 8:15 p.m.

MLB

W	L	Pct	GB
Tampa Bay	58	510	6%
Boston	86	65	7%
Toronto	84	65	7%
New York	83	67	9%
Baltimore	47	102	31%

Central Division

W	L	Pct	GB
Chicago	85	64	57%
Cleveland	73	75	49%
Detroit	72	78	48%
Kansas City	68	82	45%
Minnesota	65	85	43%

West Division

W	L	Pct	GB
Houston	88	61	59%
Oakland	82	67	55%
Seattle	80	69	53%
Los Angeles	72	77	48%
Texas	55	94	36%

Sunday's Games

Detroit 2, Tampa Bay 6

Boston 5, Baltimore 6

Toronto 5, Minnesota 3

Cleveland 11, N.Y. Yankees 1

Seattle 7, Kansas City 1

Houston 7, Arizona 6

Chicago White Sox 7, Texas 2

Oakland 3, L.A. Angels 2, 10 innings

Monday's Games

Kansas City 7, Cleveland 2, 7 innings, 1st

Chicago White Sox at Detroit

Baltimore at Philadelphia

Texas at N.Y. Yankees

Kansas City at Cleveland, 2nd game

Toronto at Tampa Bay

Houston at L.A. Angels

Seattle at Oakland

Tuesday's Games

Kansas City (Lynch 4-5) at Cleveland (Quantrell 6-3), 6:10 p.m.

Chicago White Sox (Keuchel 8-9) at Detroit (Alexander 2-3), 6:40 p.m.

Baltimore at Philadelphia (TBD), 7:05 p.m.

Texas (Dunnings 5-8) at N.Y. Yankees (Montgomery 5-6), 7:05 p.m.

N.Y. Mets (Stroman 9-12) at Boston (Rodriguez 11-8), 7:10 p.m.

Toronto (Manoah 6-2) at Tampa Bay (Rasmusen 3-1), 7:10 p.m.

Minnesota (Jax 3-4) at Chicago Cubs (Mills 6-6), 7:40 p.m.

St. Louis (Lester 6-6) at Milwaukee (Woodruff 9-9), 7:40 p.m.

L.A. Dodgers (Urias 18-3) at Colorado (Senzatela 4-9), 8:40 p.m.

Atlanta at Arizona (Weaver 3-5), 9:40 p.m.

San Francisco (Gausman 14-6) at San Diego (Musgrove 11-9), 10:10 p.m.

Wednesday's Games

Pittsburgh at Cincinnati, 12:35 p.m.

Washington at Miami, 6:40 p.m.

Baltimore at Philadelphia, 7:05 p.m.

N.Y. Mets at Boston, 7:10 p.m.

Minnesota at Chicago Cubs, 7:40 p.m.

St. Louis at Milwaukee, 7:40 p.m.

L.A. Dodgers at Colorado, 8:40 p.m.

Atlanta at Arizona, 9:40 p.m.

San Francisco at San Diego, 10:10 p.m.

ODDS PROVIDED BY



Odds available as of print deadline

MLS

Wednesday

Spread O/U Underdog

Nashville SC 1.0 2.5 INTER MIAMI

NCAAF

Thursday

Spread O/U Underdog

APPLCHN ST. 7.5 56.5 Marshall

Friday

Spread O/U Underdog

CHARLOTTE 2.5 56.5 Middle TN

VIRGINIA 4.5 67.5 Wake Forest

Liberty 6.5 52.5 SYRACUSE

FRESNO ST. 31.5 58.5 unlv

Saturday

Spread O/U Underdog

Isu 2.5 57.5 MISS. ST.

TEXAS 8.5 61.5 Texas Tech

Missouri 2.5 58.5 BOSTON COLL.

C. MICHIGAN 10.5 56.5 fiu

Boise State 9.5 63.5 UTAH ST.

MINNESOTA 30.5 50.5 Bowling Grn

WISCONSIN 5.5 46.5 Notre Dame

ARMY 8.5 51.5 Miami (OH)

NWESTERN 14.5 47.5 Ohio

Georgia 34.5 51.5 VANDERBILT

CSUL CAROL. 35.5 65.5 umass

E. MICHIGAN 6.5 61.5 Texas State

Toledo 4.5 56.5 BALL ST.

W. MICHIGAN 3.5 63.5 San Jose St.

UTAH 13.5 54.5 Washington St.

IOWA 23.5 44.5 Colorado St.

Louisville 2.5 62.5 FLORIDA ST.

MARYLAND 14.5 66.5 Kent State

PURDUE 11.5 55.5 Illinois

MICHIGAN 18.5 51.5 Rutgers

Clemson 10.5 46.5 NC STATE

Texas A&M 5.5 47.5 ARKANSAS

MEMPHIS 3.5 64.5 UTSA

UConn

Yale

Yale 6.5 47.5 UCONN

Yale 15.5 58.5 BAYLOR

Yale 26.5 57.5 Kansas

Yale 13.5 62.5 Georgia St.

Yale 13.5 62.5 Arkansas St.

Yale 9.5 58.5 GA. STERN

Yale 13.5 53.5 STANFORD

Yale 13.5 53.5 OLD DOMINION

Yale 11.5 63.5 North Texas

Yale 4.5 51.5 Nebraska

Yale 20.5 48.5 Navy

Yale 5.5 48.5 S. CAROLINA

Yale 6.5 44.5 Kansas State

Yale 19.5 60.5 Tennessee

Yale 12.5 62.5 STHRN MISS

Yale 49.5 67.5 GA. TECH

Yale 16.5 58.5 West Virginia

Yale 9.5 62.5 W. KNTUCKY

Yale 17.5 57.5 NM STATE

Yale 3.5 57.5 uab

Yale 6.5 50.5 Fla. Atlantic

Yale 23.5 50.5 UL MONROE

Yale 1.5 54.5 New Mexico

Yale 7.5 45.5 California

Yale 22.5 51.5 S. Florida

Yale 28.5 58.5 Arizona

Yale 14.5 44.5 Colorado

Yale 13.5 62.5 Oregon St.

NFL

Thursday

Spread O/U Underdog

Favorite Panthers 7.5 42.5 TEXANS

Sunday

Spread O/U Underdog

TITANS 5.5 50.5 Colts

PATRIOTS 3.5 42.5 Saints

GIANTS 3.5 48.5 Falcons

BROWNS 7.5 47.5 Bears

Cardinals 7.5 51.5 JAGUARS

BILLS 8.5 46.5 Washington

STEELERS 4.5 45.5 Bengals

BROWNS 10.5 41.5 Jets

RAIDERS 4.5 45.5 Buccaneers

RAMS 5.5 54.5 Dolphins

Seahawks 1.5 55.5 VIKINGS

49ers 3.5 47.5 PACKERS

Monday

Spread O/U Underdog

Favorite Cowboys 4.5 51.5 Eagles

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Central Division

z-Milwaukee	W	L	Pct	GB
St. Louis	91	58	.611	—
St. Louis	79	69	.534	11½
Cincinnati	77	73	.513	14½
Chicago	67	83	.447	24½
Pittsburgh	56	93	.376	35

West Division

z-San Francisco	W	L	Pct	GB
z-Los Angeles	97	53	.647	—
San Diego	96	54	.640	1
San Diego	76	73	.510	20½
Colorado	70	79	.470	26½
Arizona	48	101	.322	48½

z-clinched playoff berth

Sunday's Games

Washington 3, Colorado 0

L.A. Dodgers 8, Cincinnati 5

Miami 6, Pittsburgh 5, 10 innings

Houston 7, Arizona 6

St. Louis 8, San Diego 7

Chicago Cubs 6, Milwaukee 4

Atlanta 3, San Francisco 0

N.Y. Mets 3, Philadelphia 2

Monday's Games

Pittsburgh at Cincinnati

Washington at Miami

Baltimore at Philadelphia

St. Louis at Milwaukee

Atlanta at Arizona

Tuesday's Games

Pittsburgh (Keller 4-1) at Cincinnati (Mahle 12-5), 6:40 p.m.

Washington (Rogers 1-0) at Miami (Rogers 7-7), 6:40 p.m.

Baltimore at Philadelphia (TBD), 7:05 p.m.

N.Y. Mets (Stroman 9-12) at Boston (Rodriguez 11-8), 7:10 p.m.

Minnesota (Jax 3-4) at Chicago Cubs (Mills 6-6), 7:40 p.m.

St. Louis (Lester 6-6) at Milwaukee (Woodruff 9-9), 7:40 p.m.

L.A. Dodgers (Urias 18-3) at Colorado (Senzatela 4-9), 8:40 p.m.

Atlanta at Arizona (Weaver 3-5), 9:40 p.m.

San Francisco (Gausman 14-6) at San Diego (Musgrove 11-9), 10:10 p.m.

Wednesday's Games

Pittsburgh at Cincinnati, 12:35 p.m.

Washington at Miami, 6:40 p.m.

Baltimore at Philadelphia, 7:05 p.m.

N.Y. Mets at Boston, 7:10 p.m.

Minnesota at Chicago Cubs, 7:40 p.m.

St. Louis at Milwaukee, 7:40 p.m.

L.A. Dodgers at Colorado, 8:40 p.m.

Atlanta at Arizona, 9:40 p.m.

San Francisco at San Diego, 10:10 p.m.

SOCCER

English Premier League

GP	W	D	L	GF	GA	Pts	
Chelsea	5	4	1	0	12	13	
Liverpool	5	4	0	12	13	13	
Man United	5	4	1	0	13	13	
Brighton	5	4	0	1	7	12	
Man City	5	3	1	11	11	10	
Everton	5	3	1	10	7	10	
Tottenham	5	2	3	6	9	9	
West Ham	5	2	2	11	7	8	
Brentford	5	2	2	1	5	2	
Aston Villa	5	2	2	8	7	7	
Watford	5	2	0	3	6	6	
Leicester	5	2	0	3	5	6	
Arsenal	5	2	0	3	2	6	
Crystal Palace	5	2	2	8	5	6	
Southampton	5	0	4	1	6	4	
Wolverhampton	5	1	0	4	2	5	
Leeds	5	0	3	2	12	3	
Newcastle	5	0	2	3	13	2	
Burnley	5	0	1	4	3	1	
Norwich	5	0	0	5	2	14	0

Man United vs. Aston Villa, 7:30 a.m.

Everton vs. Norwich, 10 a.m.

Leeds vs. West Ham, 10 a.m.

Leicester vs. Burnley, 10 a.m.

Watford vs. Newcastle, 10 a.m.

Brentford vs. Liverpool, 12:30 p.m.

Sunday's Games

Southampton vs. Wolverhampton, 9 a.m.

Arsenal vs. Tottenham, 11:30 a.m.

Monday's Game

Crystal Palace vs. Brighton, 3 p.m.

MLS

Eastern

W	L	T	Pts	GF	GA	
New England	12	17	4	5	56	48
Nashville	10	3	11	41	39	23
N.Y. City FC	11	8	5	38	43	28
Orlando City	10	7	8	38	36	36
CF Montreal	10	8	7	37	35	30
Atlanta	9	7	9	36	35	30
Philadelphia	9	7	8	35	31	25
D.C. United	10	11	4	34	41	36
Inter Miami CF	9	10	5	32	24	35
Columbus	8	11	7	31	30	35
New York	8	11	6	26	29	28
Chicago	6	14	5	23	24	40
Cincinnati	4	12	8	20	24	44
Toronto FC	4	15	6	18	28	51

Western

W	L	T	Pts	GF	GA	
Sporting KC	13	5	7	46	43	26
Seattle	13	5	6	45	36	20
Colorado	12	4	8	44	35	24
LA Galaxy	11	9	5	38	37	40
Portland	11	10	4	37	36	42
Real Salt Lake	10	9	6	36	41	35
Minnesota United	9	8	7	34	27	29
Los Angeles FC	9	10	6	33	38	36
Vancouver	7	8	9	30	32	38
San Jose	7	9	9	30	32	38
FC Dallas	6	11	9	27	38	43
Houston	5	10	9	26	31	39
Austin FC	5	16	4	19	25	40

NOTE: Three points for win, one point for tie.

Sunday's Games

CF Montreal 2, Chicago 0

Philadelphia 3, Orlando City 1

Portland 2, Los Angeles FC 1

Vancouver 1, Colorado 1, tie

Wednesday's Games

Nashville at Miami, 7:30 p.m.

New England at Chicago, 8 p.m.

New York City FC at New York, 8 p.m.

Saturday

FOR THE RECORD

All times ET

MLB

AMERICAN LEAGUE

East Division	W	L	Pct	GB
x-Tampa Bay	97	59	.622	—
New York	89	67	.571	8
Boston	88	68	.564	9
Toronto	87	69	.558	10
Baltimore	50	106	.321	47

Central Division

x-Chicago	W	L	Pct	GB
Cleveland	89	68	.567	—
Detroit	75	81	.481	13½
Kansas City	71	85	.455	17½
Minnesota	69	87	.442	19½

West Division

Houston	W	L	Pct	GB
Seattle	91	65	.583	—
Seattle	86	70	.551	5
Oakland	85	71	.545	6
Los Angeles	74	82	.474	17
Texas	57	99	.365	34

x-clinched division

Sunday's Games

Kansas City 2, Detroit 1
Tampa Bay 3, Miami 2
Texas 7, Baltimore 4
Chicago White Sox 5, Cleveland 2
Toronto 5, Minnesota 2
Seattle 5, L.A. Angels 1
Oakland 4, Houston 3
N.Y. Yankees 6, Boston 3

Monday's Games

Cleveland 8, Kansas City 3
Chicago White Sox 8, Detroit 7
Oakland at Seattle

Tuesday's Games

Boston (Sale 5-0) at Baltimore (Zimmermann 4-4), 7:05 p.m.
N.Y. Yankees (Taillon 8-6) at Toronto (Ryu 13-9), 7:07 p.m.

Detroit (Alexander 2-3) at Minnesota (TBD), 7:40 p.m.
L.A. Angels (Naughton 0-3) at Texas (Alexy 2-1), 8:05 p.m.

Cincinnati (O'Brien 0-0) at Chicago White Sox (Lopez 3-3), 8:10 p.m.
Cleveland (Civale 11-5) at Kansas City (Singer 5-10), 8:10 p.m.

Tampa Bay (Wacha 3-5) at Houston (Urquidy 8-3), 8:10 p.m.
Oakland (Bassitt 12-4) at Seattle (Kikuchi 7-9), 10:10 p.m.

Wednesday's Games

Boston at Baltimore, 7:05 p.m.
N.Y. Yankees at Toronto, 7:07 p.m.

Cleveland at Minnesota, 7:40 p.m.
L.A. Angels at Texas, 8:05 p.m.
Cincinnati at Chicago White Sox, 8:10 p.m.

Cleveland at Kansas City, 8:10 p.m.
Tampa Bay at Houston, 8:10 p.m.

Oakland at Seattle, 10:10 p.m.

NATIONAL LEAGUE

East Division	W	L	Pct	GB
Atlanta	83	72	.535	—
Philadelphia	81	75	.519	2½
New York	73	82	.471	10
Miami	64	91	.413	19
Washington	64	92	.410	19½

Central Division

x-Milwaukee	W	L	Pct	GB
St. Louis	87	69	.558	7
Cincinnati	82	75	.522	12½
Chicago	67	89	.429	27
Pittsburgh	58	98	.372	36

West Division

z-San Francisco	W	L	Pct	GB
z-Los Angeles	100	56	.641	—
San Diego	78	78	.500	24
Colorado	71	84	.458	30½
Arizona	50	106	.321	52

x-clinched division

z-clinched playoff berth

Sunday's Games

Tampa Bay 3, Miami 2
Pittsburgh 6, Philadelphia 0
Cincinnati 9, Washington 2
Milwaukee 8, N.Y. Mets 4

St. Louis 4, Chicago Cubs 2
San Francisco 6, Colorado 2
L.A. Dodgers 3, Arizona 0
Atlanta 4, San Diego 3

Monday's Games
Cincinnati 13, Pittsburgh 1
Washington at Colorado

Tuesday's Games
Miami (Rogers 7-8) at N.Y. Mets (Stroman 9-13), 4:10 p.m.; 1st game
Chicago Cubs (Mills 6-7) at Pittsburgh (Keller 5-11), 6:35 p.m.

Miami (TBD) at N.Y. Mets (Williams 4-2), 7:10 p.m., 2nd game
Philadelphia (Wheeler 14-9) at Atlanta (Mor-ton 15-6), 7:20 p.m.

Milwaukee (Woodruff 9-10) at St. Louis (Wainwright 16-7), 7:45 p.m.
Cincinnati (O'Brien 0-0) at Chicago White Sox (Lopez 3-3), 8:10 p.m.

Washington (Corbin 9-15) at Colorado (Freeland 6-8), 8:40 p.m.
Arizona (Weaver 3-6) at San Francisco (Webb 10-3), 9:45 p.m.

San Diego (Darvish 9-10) at L.A. Dodgers (Buehler 14-4), 10:10 p.m.

Wednesday's Games

Washington at Colorado, 3:10 p.m.
Chicago Cubs at Pittsburgh, 6:35 p.m.

Miami at N.Y. Mets, 7:10 p.m.
Philadelphia at Atlanta, 7:20 p.m.
Milwaukee at St. Louis, 7:45 p.m.

Cincinnati at Chicago White Sox, 8:10 p.m.
Arizona at San Francisco, 9:45 p.m.
San Diego at L.A. Dodgers, 10:10 p.m.

WNBA

Playoff
Second Round
Sunday's Games

No. 5 Phoenix 85, No. 4 Seattle 76, OT
No. 6 Chicago 89, No. 3 Minnesota 76

Semifinals

(Best-of-5; x-if necessary)
vs. No. 1 Connecticut
vs. No. 6 Chicago

Tuesday: Chicago at Connecticut, 8 p.m.
Thursday: Chicago at Connecticut, 8 p.m.

Sunday: Connecticut at Chicago, 1 p.m.
x-Oct. 6: Connecticut at Chicago, TBA
x-Oct. 8: Chicago at Connecticut, TBA

No. 2 Las Vegas

vs. No. 5 Phoenix
Tuesday: Phoenix at Las Vegas, 10 p.m.
Thursday: Phoenix at Las Vegas, 10 p.m.

Sunday: Las Vegas at Phoenix, 3 p.m.
x-Oct. 6: Las Vegas at Phoenix, TBA
x-Oct. 8: Phoenix at Las Vegas, TBA

NFL

Atlanta at Cincinnati, 7 p.m.
D.C. United at Orlando City, 7:30 p.m.

New York at Cincinnati, 7:30 p.m.
Minnesota at FC Dallas, 8 p.m.
San Jose at Vancouver, 10 p.m.

Portland 12, 5 at 40, 42, 43
L.A. Galaxy 11, 10 at 5, 38, 37, 29, 29
Minnesota United 10, 8 at 7, 37, 29, 29
Real Salt Lake 10, 10 at 6, 36, 42, 41

Los Angeles FC 9, 11 at 6, 33, 38, 38
Vancouver 8, 7 at 5, 29, 22, 24
San Jose 8, 9 at 3, 33, 38, 38
FC Dallas 6, 12 at 9, 27, 38, 44
Houston 5, 11 at 11, 26, 31, 41
Austin FC 6, 16 at 4, 22, 27, 40

NOTE: Three points for win, one point for tie.
Sunday's Games
Nashville 0, Chicago 0, tie
Seattle 2, Sporting Kansas City 1
Austin FC 2, LA Galaxy 0

Wednesday's Games
Cincinnati at Toronto FC, 7 p.m.
Miami at Atlanta, 7 p.m.

New England at C.F. Montreal, 7:30 p.m.
Minnesota at D.C. United, 7:30 p.m.
Philadelphia at New York, 7:30 p.m.

Sporting Kansas City at FC Dallas, 8 p.m.
New York City FC at Chicago, 8 p.m.
Orlando City at Nashville, 8:30 p.m.

Austin FC at Colorado, 9 p.m.
Vancouver at Houston, 9 p.m.
L.A. Galaxy at Real Salt Lake, 9:30 p.m.

Portland at Los Angeles FC, 10:30 p.m.
Seattle at San Jose, 10:30 p.m.

Saturday's Games
Real Salt Lake at Austin FC, 3:30 p.m.
Atlanta at CF Montreal, 7 p.m.

D.C. United at Orlando City, 7:30 p.m.
New York at Cincinnati, 7:30 p.m.
Minnesota at FC Dallas, 8 p.m.
San Jose at Vancouver, 10 p.m.

NWFL

Portland 12, 5 at 2, 38, 29, 13
Reign FC 11, 7 at 2, 35, 30, 19
North Carolina 8, 6 at 5, 29, 23, 13
Chicago 8, 7 at 5, 29, 22, 24

Orlando 7, 6 at 2, 28, 24, 24
Washington 7, 7 at 5, 26, 21, 25
Houston 7, 7 at 5, 26, 24, 23
Gotham FC 6, 5 at 7, 25, 20, 16

Louisville 4, 10 at 5, 17, 15, 31
Kansas City 2, 12 at 5, 11, 10, 30

SUNDAY GOLF

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Final Round

K.J. Choi, \$330,000	67-68-68-203 (-13)
Bernhard Langer, \$176,000	71-66-68-205 (-11)
Alex Cejka, \$176,000	66-71-68-205 (-11)
Scott Dunlap, \$130,900	72-68-66-206 (-10)
Steven Alker, \$96,250	71-69-67-207 (-9)
Paul Stanekowski, \$96,250	70-69-68-207 (-9)
Doug Barron, \$74,800	69-69-70-208 (-8)
Marco Dawson, \$74,800	69-69-70-208 (-8)
Steve Fleisch, \$61,600	72-70-67-209 (-7)
Glenn Day, \$52,800	68-73-69-210 (-6)
Tom Gillis, \$52,800	72-69-69-210 (-6)
Jeff Maggert, \$52,800	72-66-72-210 (-6)
Stephen Leaney, \$37,400	70-72-70-211 (-5)
Tim Petrovic, \$37,400	73-68-70-211 (-5)
Rocco Mediate, \$37,400	73-69-69-211 (-5)
Kent Jones, \$37,400	72-69-70-211 (-5)
Ernie Els, \$37,400	71-69-71-211 (-5)
Woody Austin, \$37,400	70-69-72-211 (-5)
Ken Tanigawa, \$37,400	69-69-73-211 (-5)
Frank Quinn, \$27,940	70-72-70-212 (-4)
Tom Lehman, \$27,940	67-73-72-212 (-4)
Scott Parel, \$22,126	72-69-72-213 (-3)

North

Baltimore	W	L	T	Pct	PF	PA
Cincinnati	2	1	0	.667	82	85
Cleveland	2	1	0	.667	68	64
Pittsburgh	1	2	0	.333	86	60
Pittsburgh	1	2	0	.333	50	66

West

Denver	W	L	T	Pct	PF	PA
Las Vegas	3	0	1	1.000	76	26
L.A. Chargers	3	0	1	1.000	90	72
Kansas City	2	1	0	.667	67	60
Kansas City	2	1	0	.667	92	95

NATIONAL CONFERENCE

East

Dallas	W	L	T	Pct	PF	PA
Philadelphia	1	1	0	.500	43	23
Washington	1	2	0	.333	67	92
N.Y. Giants	0	3	0	.000	56	74

South

Carolina	W	L	T	Pct	PF	PA
New Orleans	3	0	1	1.000	69	30
Tampa Bay	2	1	0	.667	73	42
Atlanta	1	2	0	.333	48	94

North

Green Bay	W	L	T	Pct	PF	PA
Chicago	1	2	0	.333	68	83
Minnesota	1	2	0	.333	87	78
Detroit	0	3	0	.000	67	95

West

Arizona	W	L	T	Pct	PF	PA
L.A. Rams	3	0	1	1.000	103	65
L.A. Rams	3	0	1	1.000	95	62
San Francisco	2	1	0	.667	86	74
Seattle	1	2	0	.333	75	79

Sunday's Games

Arizona 31, Jacksonville 19
Atlanta 17, N.Y. Giants 14
Baltimore 19, Detroit 17

Buffalo 43, Washington 21
Cincinnati 24, Pittsburgh 10
Cleveland 26, Chicago 6

L.A. Chargers 30, Kansas City 24
New Orleans 28, New England 13
Tennessee 25, Indianapolis 16

Denver 26, N.Y. Jets 0
Las Vegas 31, Miami 28, OT
L.A. Rams 34, Tampa Bay 24

Minnesota 30, Seattle 17
Green Bay 30, San Francisco 28

Monday's Game

Philadelphia at Dallas
Thursday's Game
Jacksonville at Cincinnati, 8:20 p.m.

Sunday's Games

Carolina at Dallas, 1 p.m.
Cleveland at Minnesota, 1 p.m.

Detroit at Chicago, 1 p.m.
Houston at Buffalo, 1 p.m.
Indianapolis at Miami, 1 p.m.

Kansas City at Philadelphia, 1 p.m.
N.Y. Giants at New Orleans, 1 p.m.

Tennessee at N.Y. Jets, 1 p.m.
Washington at Atlanta, 1 p.m.

Arizona at L.A. Rams, 4:05 p.m.
Seattle at Denver, 4:05 p.m.

Baltimore at Denver, 4:25 p.m.
Pittsburgh at Green Bay, 4:25 p.m.
Tampa Bay at New England, 8:20 p.m.

SOCCER

MLS EASTERN

New England	W	L	T	Pts	GF	GA
Nashville	19	4	5	62	53	33
N.Y. City FC	11	3	12	45	44	24
Philadelphia	11	9	6	39	44	30
Orlando City	10	8	38	37	38	38
D.C. United	11	11	4	37	45	38
CF Montreal	10	9	7	37	37	32
Atlanta	9	8	9	36	35	31
Columbus	9	11	7	34	32	36
Inter Miami CF	9	11	5	32	25	40
Chicago	6	15	2	24	43	43
Cincinnati	4	13	8	20	26	48
Toronto FC	4	15	7	19	28	51

WESTERN

Seattle	W	L	T	Pts	GF	GA
Sporting KC	14	5	6	48	38	21
Colorado	12	4	9	45	35	24
Portland	12	10	4	40	42	43
L.A. Galaxy	11	10	5	38	37	42
Minnesota United	10	8	7	37	29	29
Real Salt Lake	10	10	6	36	42	41
Los Angeles FC	9	11	6	33	38	38
Vancouver	8	7	5	29	31	24
San Jose	8	9	3	33	38	38
FC Dallas	6	12	9	27	38	44
Houston	5	11</				



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2022 Product Line Bid – Pennsylvania

Electronic Bid #531841

Bid Due Date: Tuesday, October 26, 2021, 3:00 p.m. Eastern Time

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

I Introduction and Overview

I.1 Bid Title

PEPPM 2022 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 531841.

I.3 Organization of Terms and Conditions

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

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a “Product” and collectively, as “Products.” Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment and supplies, whether tangible or intangible, for which bids are requested.

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 3:00 p.m. Eastern Time, Tuesday, October 26, 2021 (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 3:00 p.m. Eastern Time, Tuesday, October 26, 2021 (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 Equivalent Due Date September 17, 2021
- Response for Equivalent Amendment September 27, 2021
- Consideration of Exceptions Due Date September 17, 2021
- Response to Exceptions Amendment September 27, 2021
- Submission of Questions Due Date October 19, 2021
- Tentative Board Award Date November 17, 2021
- Tentative Agency Contract Signing November 18, 2021

- Contract Start Date

January 1, 2022

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 wider 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, 2022, and continue until December 31, 2022, 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 any federal, state, or local 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, as applicable, 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 awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor.

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 the minor irregularity, informality, or 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, the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued prior to the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g., adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the “Contract Documents” shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any 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), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (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.” “Purchase Order” may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

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](#). Notwithstanding the foregoing, “Eligible Entity” means any “public procurement unit” or “external procurement activity” as those terms are defined in the Cooperative Procurement Code.

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”

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,” means any items, goods, supplies, equipment, or ancillary services thereto.

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 to the Agency 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 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 "LEAs" 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 in addition to Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's [bid submission instructions](#) and submission of a State Selection Form. 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 for Products ordered and received, if any.

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. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and cancelled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). 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 within thirty (30) days of an order may 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 Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

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-collusion question in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting a 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 debar it. All notices must be in writing and received by the Agency within fifteen (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 any 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 any applicable 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 Workers' Compensation Act, 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 thirty (30) days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

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 Products 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 three 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
- A warranty policy is described

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 to 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 offering 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 offering 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 cautioned 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.

Each 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. Each 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.

Each 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 normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

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

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

Unless instructed differently, 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 scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

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 thirty (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 FOB 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 (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor becoming aware that the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. In no event shall Eligible Entity be responsible for non-standard rigging charges which are not made known to the Eligible Entity 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 thirty (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 fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (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

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-from-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.

Using software, the first phase of the evaluation process identifies 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 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 FOB Destination 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 (7) 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, if any, 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 Bidders 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 4:00 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.

It is the Bidder's responsibility to check the FAQs list on www.PEPPM.org/bids and External Notes on the electronic bid form before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

IX.6 Exceptions to Terms and Conditions

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

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within ten (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 or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

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

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.
- *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 ninety (90) days after the [Bid Due 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 ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after the board awards the Contract at a public meeting.

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 non-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 as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and 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 Services 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 or is otherwise lawfully precluded from participating in any public-sector procurement activity
- 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 of common SKUs 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 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.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 (7) 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 \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(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. § 326, 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 \$250,000, 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 thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

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

XI.17 Preference for American Made Materials

Awarded Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

XI.18 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 \$250,000, 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 may 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 are 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 the [Contract Term](#), 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 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, 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) or Purchase Order 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 fifteen (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, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof
- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- 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 or Authorized reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity
- 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.3 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 fifteen (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.4 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.5 Force Majeure

Neither party to the Contract or a Purchase Order 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 (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- 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 (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, 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 thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed 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.7 Termination of Contract

In addition to the other rights of termination expressly set forth in this RFB, the Agency shall have the right to terminate the Contract, in whole or in part, without penalty, for Agency's convenience upon thirty (30) days written notice to the Awarded Vendor, and upon receipt of said notice, the parties shall have no further obligations to each other (except for those obligations that expressly survive the termination of this Contract).

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 ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to 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.8 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, 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.9 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 and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 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.11 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.12 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.13 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.14 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 (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 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.16 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 twenty (20) workdays 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 ten (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.17 Copyright

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[END]