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## **PEPPM 2023 Apple Bid**

### **Pennsylvania Contract Documentation**

**Bid # 535802**

**Contract Start Date: January 1, 2023**

## PEPPM 2023 Apple Bid Award List for Pennsylvania

Awarded December 21, 2022

Product Line	Product Line Description	Awarded Vendor	Contract Number
Apple	Hardware, software, related services and other branded products	Apple Inc.	535802-001

# **PEPPM Bid Process and Award Details**

## **Awarding Institution:**

Central Susquehanna Intermediate Unit  
90 Lawton Lane  
Milton, PA 17847

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

- PA – October 18, 2022; October 25, 2022; November 1, 2022
- Other – October 18, 2022; October 25, 2022; November 1, 2022

## **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 21, 2022

## **Term of contract:**

- January 1, 2023 - December 31, 2025

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 10/13/22 15:24 by egold

Acct #: 527

Ad #: 678416

Status: New WHOLD

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

Start: 10/18/2022 Stop: 11/01/2022  
Times Ord: 3 Times Run: \*\*\*  
STD 2.00 X 46.00 Words: 243  
Total STD 92.00  
Class: 117 BIDS  
Rate: LEGDI Cost: 532.20  
# Affidavits: 1

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

Ad Descrpt: REQUEST FOR BIDS SEALED B  
Given by: \*  
P.O. #:  
Created: egold 10/13/22 12:29  
Last Changed: egold 10/13/22 15:24

COMMENTS:  
approved

PUB	ZONE	EDT	TP	RUN	DATES
DI	A	97	S	10/18,25	11/01
IN	A	97	S	10/18,25	11/01

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 10/13/22 15:24 by egold

Acct #: 527

Ad #: 678416

Status: New WHOLD WH

**REQUEST FOR BIDS**

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

- PEPPM 2023 Apple Bid.

For more information about the request for bids, visit [www.peppm.org/bids](http://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: October 18 & 25 and November 1, 2022

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

**18<sup>th</sup> and 25<sup>th</sup> days of October and 1<sup>st</sup> day of November A.D. 2022**  
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 1<sup>st</sup> day of November A.D. 2022

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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Dt: October 18 & 25 and November 1, 2022



# The Patriot News

## LEGAL AFFIDAVIT

AD#: 0010472336

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 10/18, 10/25, 11/01/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of November 2022

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Donna M. Maldonado, Notary Public  
Dauphin County  
My commission expires November 5, 2025  
Commission number 1252842  
Member, Pennsylvania Association of Notaries

### REQUEST FOR BIDS

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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](mailto: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 publicnoticecpa.com**

## MEETING NOTICES

### PUBLIC NOTICE

In accordance with the provisions of Act 84 of 1986, the Board of the Housing Authority of the County of Dauphin hereby provides a schedule of Board Meetings to be held through the calendar year January to December 2023. All meeting will be held at the Administration Office of the Authority, 501 Mohn Street, Steelton, PA, 10:00 A.M.:

January 3, 2023	July 5, 2023
February 7, 2023	August 1, 2023
March 7, 2023	September 5, 2023
April 4, 2023	October 3, 2023
May 2, 2023	November 7, 2023
June 6, 2023	December 5, 2023

Thomas Ward Jr.  
Chairman

### PUBLIC NOTICE

In accordance with the provisions of Act 84 of 1986, the Board of the Mohn Street Accessible Housing, Inc. hereby provides a schedule of Board Meetings to be held through the calendar year January to December 2023. All meeting will be held at the Administration Office of the Authority, 501 Mohn Street, Steelton, PA, 10:00 A.M.:

January 3, 2023	July 5, 2023
April 4, 2023	October 3, 2023

Leah Eppinger  
President

### Public Notice

In accordance with the provisions of Act 84 of 1986, the Board of the Affordable Housing Associates of Dauphin County, Inc. hereby provides a schedule of Board Meetings to be held through the calendar year January to December 2023. All meeting will be held at the Administration Office of the Authority, 501 Mohn Street, Steelton, PA, 10:00 A.M.:

January 3, 2023	July 5, 2023
April 4, 2023	October 3, 2023

Leah Eppinger  
President

### NOTICE SPECIAL MEETING BUDGET AND FINANCE COMMITTEE

The Susquehanna Township Budget and Finance Committee will meet on Tuesday, October 25, 2022, at 5:00 PM in the Conference Room of the Susquehanna Township Municipal Building located at 1900 Linglestown Road, Harrisburg, PA 17110 to review the DRAFT 2023 Operating Budget. Any person with a disability requiring a special accommodation to attend the meeting should notify David Pribulka at (717) 909-9223 or via email at: [dprbulka@susquehannatwp.com](mailto:dprbulka@susquehannatwp.com). The Township will make every effort to provide a reasonable accommodation.

**David Pribulka**  
Secretary-Manager  
Susquehanna Township  
1900 Linglestown Road  
Harrisburg, PA 17110

NOTICE IS HEREBY GIVEN that the Lower Swatara Township Zoning Hearing Board will hold a Public Hearing at the request of the applicant, Remarc Properties LLC, for a variance for relief from section 27-1504 a, front yard setback encroachment. The property is located at 1955 West Harrisburg Pike, Middletown PA 17057. A hearing will be held on October 26, 2022, at 7PM at Lower Swatara Township building, 1499 Spring Garden Drive, Middletown PA 17057.

**Public Notice**  
The Susquehanna Township Zoning Hearing Board will hold a public hearing on November 2, 2022, at 6:30 pm to discuss a received application, Wash Partners LLC, who own 3523 Union Deposit Road, are requesting a variance for relief from §27-2406.1, Table 2401 of the Susquehanna Township Zoning Ordinance, to erect a freestanding sign with larger than permitted sign area. Additionally, the applicant is requesting a variance from §27-2406.1, Table 2401 of the Susquehanna Township Zoning Ordinance, to erect four wall signs where one is permitted. The meeting will be held at the Susquehanna Township Municipal Building, 1900 Linglestown Road, Harrisburg PA 17110. To view the files or request accommodation call 717-909-9220. Mack Breech, Zoning Administrator.

**LEGAL NOTICE OF SCHEDULED MEETINGS**  
The Board of Trustees of the Pennsylvania State University hereby gives legal notice of meetings to be held on October 20, 2022.  
The following Committees will meet via Zoom at the times listed below. All committee meetings are open to the public, unless otherwise noted, and are available via Microsoft Livestream at <https://trustees.psu.edu/board-and-committee-meetings-2022-23/>. The complete listing of times is also available at <https://trustees.psu.edu>.  
 • Legal and Compliance [Conference/Executive Session] 8:00 a.m.  
 • Governance and Long-Range Planning [Public] 9:00 a.m.  
 • Academic Affairs, Research and Student Life [Public] 10:00 a.m.  
 • Equity and Human Resources [Public] 11:15 a.m.  
 • Outreach, Development and Community Relations [Public] 3:30 p.m.  
 Penn State encourages persons with disabilities to participate in its programs and activities. Please contact (814) 865 2521 in advance of your participation.

### NOTICE OF CIVIL SERVICE ORAL EXAMINATION POLICE OFFICER BOROUGH OF MIDDLETOWN, PENNSYLVANIA

The Civil Service Commission of the Borough of Middletown, Dauphin County, Pennsylvania will hold a public meeting on November 15 and November 17, 2022 at 11:00 a.m. of the Middletown Borough Hall, 60 W. Etnaus St., Middletown, Pennsylvania 17057. The purpose of the meeting is to conduct oral examinations for the position of police officer with the Middletown Borough Police Department. Eligible candidates will receive notification regarding specific oral examination reporting times.

The Borough of Middletown is an equal opportunity employer. For full qualification information and more detailed information, please obtain an application packet or contact the Borough Secretary at (717) 902-0706. If you are a person with a disability and require an auxiliary aide, service or other accommodation to participate, please contact the Borough Secretary at (717) 902-0706 to discuss how your needs may be best accommodated.

### PUBLIC MEETING NOTICE

There will be a meeting of the Wormleysburg Borough Council's Administrative Committee October 19,

## MEETING NOTICES

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## MISCELLANEOUS LEGAL NOTICES

TO: Jesse Tirado

IN RE: :IN THE COURT OF COMMON PLEAS  
:CUMBERLAND COUNTY, PENNSYLVANIA  
:ORPHAN'S COURT DIVISION

ADOPTION OF  
C.T.  
Date of Birth:  
December 2021 :NO: 65 ADOPTIONS 2022

### NOTICE

A petition has been filed asking the Court to put an end to all rights you have to your child, C.T. The Court has set a hearing to consider ending your rights to your child. The hearing will be held in Courtroom No. 7 of the Cumberland County Courthouse, One Courthouse Square, Carlisle, Pennsylvania, on January 3, 2023 at 9:00 a.m. If you do not appear at the hearing, the Court may decide that you are not interested in retaining your rights to your child and your failure to appear may affect the Court's decision on whether to end your rights to your child. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without you being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer, or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Cumberland County Bar Association  
32 South Bedford Street  
Carlisle, Pennsylvania 17013  
717-249-3166

Notice Required by Act 101 of 2010, 23 Pa.C.S. 2731 et seq.

Pennsylvania Act 101 of 2010 allows for a voluntary, but legally binding, agreement for continuing contact or communication after an adoption between an adoptive parent, the child to be adopted and a birth relative of the child. All parties must be in agreement for it to be approved by the court. The agreement must be approved and signed by the court to be legally enforceable. A birth relative is defined only as a parent, grandparent, stepparent, sibling, uncle or aunt of the adoptive child, whether the relationship is by blood, marriage or adoption. This voluntary agreement may allow you to have continuing contact or communication, including, but not limited to: Letters and/or emails; Photos and/or videos; Telephone calls and/or text messages; or supervised or unsupervised visits. If you are interested in learning more about this option for a voluntary agreement, contact me at 717-240-6429.

Kristopher Accardi, Esquire, Solicitor  
Cumberland County Children and Youth Services

TO: Christy Catone

IN RE: :IN THE COURT OF COMMON PLEAS  
:CUMBERLAND COUNTY, PENNSYLVANIA  
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Kristopher Accardi, Esquire, Solicitor  
Cumberland County Children and Youth Services

## MISCELLANEOUS LEGAL NOTICES

SANAA Holdings Inc., a foreign business corporation incorporated under the laws of Delaware, with its principal office located at 145 E. Swedesford Rd., #1053, Wayne, PA 19087, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

Notice is hereby given that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 10/11/2022 under the Domestic Business Corporation Law, for Longevity Clinical LTC Associates of Pennsylvania, PC, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

PryTime Medical Devices, Inc., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 229 N. Main St., Boerne, TX 78006, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

Notice is hereby given that GLOBAL DI BROKERAGE CORPORATION, a foreign corporation formed under the laws of the State of New Jersey, and its principal office is located at 6201 Presidential Ct, Fort Myers, FL 33919, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 9/27/22, 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 OML Inc., a foreign corporation formed under the laws of the State of Delaware, and its principal office is located at 578 Broadway, Fl. 7, NY, NY 10012, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 10/5/22, under the provisions of Chapter 4 of the Association Transactions Act.

## MISCELLANEOUS LEGAL NOTICES

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, pursuant to the provisions of Section 4129 of the Business Corporation Law of 1988, DELRISK, INC., a corporation incorporated under the laws of the State of Ohio with principal office at 1440 Arrowhead Drive, Maumee, OH 43537, and having a Commercial Registered officer provider and county of venue as follows: Corporation Service Company, Dauphin, PA 17101 which on 11/1/2010 was registered to transact business in the Commonwealth, intends to file a Statement of Withdrawal with the Department of State.

Notice is hereby given that Ashland Inc., a foreign corporation formed under the laws of the State of Delaware, and its principal office is located at 8145 Blazer Drive, Wilmington, DE 19808, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 8/26/22, 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.

## PROPOSALS & BIDS

Harrisburg School District is seeking sealed bids for 9 Passenger Gasoline Vans. All bids must be received no later than 1pm EDT, on Tuesday, November 1, 2022. Interested parties may obtain detailed specifications at the District Administrative Office, 1601 State Street, Harrisburg PA 17103 or on the website at [www.hbgds.us](http://www.hbgds.us). Harrisburg School District reserves the right to reject any and all bids and to waive informalities in the specifications. No bids may be withdrawn for a period of forty five (45) calendar days after the scheduled closing for the receipt of bids.

Harrisburg School District  
John Reddy  
Chief Operations Administrator

### ADVERTISEMENT - NOTICE TO BIDDERS

Lebanon School District hereby invites the electronic submission of sealed bids for the Lebanon Middle School Existing Kitchen and Cafeteria

## PROPOSALS & BIDS

### ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for construction of Line Mountain Middle/High School STEAM Lab Conversion, 187 Line Mountain Road, Herndon, Pennsylvania 17830, will be received at the Administrative Offices of the Line Mountain School District, 185 Line Mountain Road, Herndon, PA 17830, until 2:00 PM, prevailing time, on November 16, 2022. Bids must be submitted to the attention of Kaitlin Russell, Business Manager. Bids shall be submitted in sealed envelopes bearing the name and contract of the Bidder and shall be clearly marked "Line Mountain MS/HS STEAM Lab Conversion". Bids will be publicly opened and read aloud immediately after the scheduled closing time for receipt of Bids. Bids received after the above-referenced date and time shall be returned to the Bidder unopened.

Separate, sealed Bids will be received for the following Prime Contracts:  
 3569-1 General Construction  
 3569-2 Heating, Ventilating and Air Conditioning Construction  
 3569-3 Plumbing Construction  
 3569-4 Electrical Construction

On or after October 17, 2022, Bidders may obtain bidding documents in hard copy and/or .pdf electronic format by submitting a written request for the same, together with separate checks in the non-refundable amount(s) listed below, payable to: Crabtree, Rohrbough & Associates, 401 E. Winding Hill Road, Mechanicsburg, PA 17055.

1. Electronic .pdf Format (amount to be written out in text) \$100.00
2. Hard Copy Printed Format (amount to be written out in text) \$200.00

The following information shall be furnished by bidders when obtaining bidding documents:

1. Bidder's mailing address
2. Name of Bidder's representative
3. Bidder's telephone number
4. Bidder's facsimile number
5. Bidder's email address (email address used to submit the .pdfs)
6. Bidding documents requested, by Contract and Contract number

Bidding documents are available for examination through the following: Pennsylvania Builders Exchange, 1813 North Franklin Street, Pittsburgh, PA 15233

Dodge Data & Analytics, 2860 South State Hwy 161 #501, Grand Prairie, TX 75052-736

Altoona Builders Exchange, 1927 Union Street, Altoona, PA 16601  
 Construct Connect, 4500 Lake Forest Drive Suite 502 Cincinnati, OH 45242  
 The Blue Book, 800 E. Main Street, Jefferson Valley, NY 10535  
 Construction Journal, 400 SW 7th Street, Stuart, FL 34994

Bidding document questions shall be directed to Crabtree, Rohrbough & Associates, Attention: Bidding Department, email: [bidding@rcra-architects.com](mailto:bidding@rcra-architects.com). All questions pertaining to the Contract Documents, technical sections, legal documents, and bid submission shall be directed in writing to: Keith Karper, Senior Project Manager, email: [kkarper@rcra-architects.com](mailto:kkarper@rcra-architects.com).

Each bid shall be accompanied by bid security in an amount equal to ten percent (10%) of the Base Bid amount and all alternate bid amounts in the form of a Bid Bond as described in the Supplementary Instructions to Bidders.

A Performance Bond and a Payment Bond in the forms provided in the Project Manual, each in an amount equal to one hundred percent (100%) of the amount of the Contract, and each with satisfactory corporate surety, must be furnished by the successful Bidder prior to execution of a Contract.

Bids may not be modified, withdrawn, or cancelled by the Bidder for sixty (60) calendar days following the actual date of opening thereof, except as provided by the Commonwealth Procurement Code. However, if award of Contract is delayed by the required approval of another government agency, the sale of bonds or the award of a grant or grants, Bids may not be withdrawn by the Bidder for a period not to exceed 120 days from the date of bid opening in accordance with Pennsylvania law.

Line Mountain School District reserves the right in its sole discretion to reject any or all Bids and to waive irregularities in any Bid. Further, Line Mountain School District reserves the right to award any combination of Alternates, or no Alternates, which in its sole discretion, serves the best interests of the School District.

A non-mandatory Pre-Bid Conference will be held on October 26, 2022, at 2:00 PM, prevailing time, at the Line Mountain Middle/High School Cafeteria, 185 Line Mountain Road, Herndon, PA 17830.

This project is funded by an ESSER Grant and is subject to the Davis-Bacon Act and associated Prevailing Wage Rates.

Corporations seeking to bid which are organized under the laws of a State other than Pennsylvania must secure the appropriate certificate, authorizing them to conduct business within the Commonwealth.

## PROPOSALS & BIDS

Upgrades via the PennBid Program no later than 2:00 P.M. EST on November 10, 2022. A Non-Mandatory Pre-Bid Meeting will be held on October 27, 2022, at 3:30 p.m. at the Lebanon Middle School Auditorium at 350 North 8th Street, Lebanon, PA. Attendees are required to bring a valid form of photo identification to the Pre-Bid Meeting. The complete invitation to Bid, bidding instructions and Project Bid Documents will be available beginning October 20, 2022, at no cost via PennBid (<https://pennbid.procurement.com/home>). The undersigned reserves the right to waive informalities or defects in a bid to the extent permitted under Pennsylvania Law and to reject any or all bids or parts thereof.

Request for Proposals: Greenwood School District is seeking Energy Performance Contracting Services. Greenwood School District ("the District") is requesting proposals pertaining to an energy savings and facilities improvement program from interested qualified energy services companies (ESCOs). The proposal is designed to identify a qualified contractor to implement energy improvements to reduce energy and operational costs in facilities and infrastructure such that annual cost savings are applied to annual payments for improvements. The project scope shall conform to Act 57 of 1998, 61 Pa. C.S. §3751-3757 ("ACT 57"), amended under Act 77 of 2004, Act 39 of 2010 and Act 163 of 2016.

Specific proposal documents may be obtained by emailing [nquaranta@greenwoods.d.org](mailto:nquaranta@greenwoods.d.org). Any questions should be directed to Nicholas Quaranta, Superintendent, at 717-589-3117.

### PUBLIC ADVERTISEMENT FOR BIDS

Sealed bids will be received from bidders not later than 1:00 P.M. local time November 15, 2022 and will be opened publicly in the building at 1:15 P.M. for the one prime contract for General Construction, Plumbing, Heating, Ventilating, Air Conditioning, and Electrical, at the Dauphin County Technical School, Project No. 3701, as described in the Drawings and Specifications prepared by Murray Associates Architects, P.C. Project No. 3701.

The project consists of a first-floor expansion of the cafeteria and second-floor education space within an existing courtyard on the east facade. The construction is approximately 10,500 Square Feet.

Bidders may receive bidding documents electronically or hard copy from Murray Associates Architects, P.C., 1600 North Second Street, Harrisburg, Pennsylvania 17102, limit one sets per packet (hard copy only). Bidding documents will be available beginning at 1:00 p.m. on October 14, 2022. Requests for hard copy documents to be mailed shall be accompanied by a UPS account number. Electronic bid packages (PDFs) will be sent via email, bidders must provide an email address packet should be sent to. Send request to

## PROPOSALS & BIDS

### NOTICE

Notice is hereby given that sealed bids for construction of Line Mountain Middle/High School STEAM Lab Conversion, 187 Line Mountain Road, Herndon, Pennsylvania 17830, will be received at the Administrative Offices of the Line Mountain School District, 185 Line Mountain Road, Herndon, PA 17830, until 2:00 PM, prevailing time, on November 16, 2022. Bids must be submitted to the attention of Kaitlin Russell, Business Manager. Bids shall be submitted in sealed envelopes bearing the name and contract of the Bidder and shall be clearly marked "Line Mountain MS/HS STEAM Lab Conversion". Bids will be publicly opened and read aloud immediately after the scheduled closing time for receipt of Bids. Bids received after the above-referenced date and time



# 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](mailto: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**

## MEETING NOTICES

### Public Notice

The Susquehanna Township Zoning Hearing Board will hold a public hearing on November 2, 2022, at 6:30 pm to discuss a received application. Wash Partners L.L.C. who own 3523 Union Deposit Road, are requesting a variance for relief from §27-2406.1, Table 2401 of the Susquehanna Township Zoning Ordinance, to erect a freestanding sign with larger than permitted sign area. Additionally, the applicant is requesting a variance from §27-2406.1, Table 2401 of the Susquehanna Township Zoning Ordinance, to erect four wall signs where one is permitted. The meeting will be held at the Susquehanna Township Municipal Building, 1900 Linglestown Road, Harrisburg PA 17110. To view the files or request accommodation call 717-909-9250. Mack Breech, Zoning Administrator.

**TO THE RESIDENTS OF THE BOROUGH OF MIDDLETOWN**  
 Notice is hereby given that the Borough Council of the Borough of Middletown will consider for adoption the following Ordinance at the Regular Business Meeting on November 15, 2022 at 7 P.M. in the Council Chambers of Middletown Borough Council located at Borough Hall, 60 West Emaus Street, Middletown, PA 17057.

### ORDINANCE No. 2022-1398

#### AN ORDINANCE OF THE BOROUGH OF MIDDLETOWN, DAUPHIN COUNTY, PENNSYLVANIA, FIXING THE REAL ESTATE TAX RATE FOR THE YEAR 2023

**NOW THEREFORE BE IT ORDAINED AND ENACTED** by the Council of the Borough of Middletown as follows:

Section 1.  
 That a tax be, and the same is hereby levied, on all real property and offices made taxable by the laws of the Commonwealth of Pennsylvania for county rates and levies within said municipality, as follows:

Tax rate for general Borough purposes the sum of 11.161 mils  
 The total real estate tax rate being 11.161 mils.

**Section 2.**  
 That the Borough Council does hereby certify to the Borough Tax Collector the above-stated levies and tax rates for Borough taxes, and the Dauphin County Office of Tax Assessment is hereby directed to apportion and extend against each taxable property listed upon the assessment rolls of Dauphin County at the rates specified, the amount of taxes required to produce the total sums certified in the 2023 Budget and to render tax notices for the several sums so computed and determined. Failure to receive such notice shall not relieve any taxpayer from the payment of taxes imposed by the Borough, and such taxpayer shall be charged with his taxes as though he had received notice.

**Section 3.**  
 All Ordinances, or parts of Ordinances, resolutions, or parts of resolutions, or motions, or parts of motions, which are inconsistent herewith are hereby repealed, provided, however, that this Ordinance shall in no way effect or repeal the provisions of any Ordinance imposing any real estate transfer tax, per capita tax, occupation tax, earned income tax, local services tax, or any other tax imposed under the Local Tax Enabling Act, as amended, all of which taxes shall continue in effect for the year 2023, as provided by law.

**Section 4.**  
 If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Borough Council that this ordinance would have been adopted had such unconstitutionality, illegal or invalid sentence, clause, section, or part hereof not been included herein.

**Section 5.**  
 This Ordinance shall become effective January 1, 2023.

### BOROUGH COUNCIL OF THE BOROUGH OF MIDDLETOWN

**TO THE RESIDENTS OF THE BOROUGH OF MIDDLETOWN**  
 Notice is hereby given that the Borough Council of the Borough of Middletown will consider for adoption the following Ordinance at the Regular Business Meeting on November 15, 2022 at 7 P.M. in the Council Chambers of Middletown Borough Council located at Borough Hall, 60 West Emaus Street, Middletown, PA 17057.

### ORDINANCE No. 2022 - 1399

#### AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE BOROUGH OF MIDDLETOWN, PART II (GENERAL LEGISLATION), CHAPTER 243 (TAXATION), TO AMEND THE PROVISIONS IN ARTICLE III (OCCUPATION TAX); TO PROVIDE FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCE PROVISIONS; TO PROVIDE FOR THE SEVERABILITY OF THE PROVISIONS THEREOF; AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

**WHEREAS**, the Council of the Borough of Middletown, Dauphin County, Pennsylvania previously duly enacted an Occupation Tax Ordinance pursuant to its statutory authority under the Local Tax Enabling Act of 1965 (Act of Dec. 31, 1965, P.L. 1257, as amended); which Ordinance was codified as Part II (General Legislation), Chapter 243 (Taxation), Article III (Occupation Tax) of the Code of Ordinances of the Borough of Middletown; and

**WHEREAS**, the Council of the Borough of Middletown has met the legal procedural requirements for the adoption of the proposed ordinance, including notice and review; and

**WHEREAS**, the Council of the Borough of Middletown amends Part II, Chapter 243, Article III to delete and replace the existing rate of levy; and

**WHEREAS**, the Council of the Borough of Middletown, after due consideration of the proposed Ordinance Amendment to a duly advertised public meeting, has determined that the health, safety, and general welfare of the residents of the Borough of Middletown will be served by the proposed Ordinance amendments.

**NOW, THEREFORE**, it is hereby ordained by the Council of the Borough of Middletown, Dauphin County, Pennsylvania, that Chapter 243 of the Code of Ordinances of the Borough of Middletown is amended as follows:

### SECTION 1.

#### Section 243-22 Imposition of tax

A. An occupation tax of [27%] 60% on the value of all occupations, as assessed on the assessment rolls for Dauphin County tax purposes, is hereby levied and assessed for general revenue purposes for the calendar year commencing January 1, 2023, and annually thereafter until repealed, upon the occupations of all persons residing in the Borough of Middletown, Dauphin County, Pennsylvania, who are 19 years of age or older, but under the age of 65 as of January 1 of the calendar year for which the tax is imposed.

B. The rate of taxation in dollars and cents on each \$250 assessed value of a taxable occupation is (\$67.50) \$150.00 based on said percentage of [27%] 60%. Any occupation which is not valued and assessed for county purposes shall, for the purpose of the tax hereby imposed, be assessed at this rate.

C. This occupation tax shall be in addition to all other property, per capita, residence and other taxes levied by the Borough of Middletown.

### SECTION 2. Repealer.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of such inconsistency or conflicts, are hereby specifically repealed; provided, however, that this Ordinance shall in no way effect or repeal the provisions of any Ordinance imposing any real estate tax, local estate transfer tax, per capita tax, earned income tax, or local services tax.

### SECTION 3. Severability.

In the event any provisions, sections, sentences, clause, or part of this Ordinance Amendment shall be held to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such invalidity, illegality, or unconstitutionality shall not affect or impair the remaining provisions, sections, sentences, clauses, or parts of this Ordinance Amendment, it being the intent of the Borough Council that the remainder of the Ordinance Amendment shall remain in full force and effect.

### SECTION 4. Effective Date.

This Ordinance Amendment shall take effect and be in force after its enactment by the Borough Council of the Borough of Middletown as provided by law

### BOROUGH COUNCIL

### BOROUGH OF MIDDLETOWN

#### NOTICE OF INTENT TO ADOPT BORROWING RESOLUTIONS

**TO THE TAXPAYERS AND RESIDENTS OF MIDDLETOWN AREA SCHOOL DISTRICT**  
 NOTICE IS HEREBY GIVEN that the Board of School Directors of Middletown Area School District, Dauphin County, Pennsylvania, at a public meeting to be held not less than three nor more than thirty days as calculated from the date of publication of this notice, in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act (the "Act"), proposes and shall adopt a Resolution authorizing, among other things, the incurrence of nonsectoral indebtedness of the School District by the issuance of the School District's General Obligation Bonds, Series of 2022 (the "2022 Bonds"). The Resolution to be considered and acted upon by the Board at such meeting, among other things, set forth that proceeds of the 2022 Bonds will be used to provide funds for undertaking various capital projects including the design, renovation, construction, furnishing and equipping of a new K-3 elementary school, a new district administrative building, renovations to Reid Elementary School, a new maintenance building, and other ongoing or proposed capital projects as determined by the School District and to pay the costs and expenses of issuing the 2022 Bonds.

The Resolution estimates that the maximum aggregate principal amount of indebtedness to be authorized for the Bonds will be Twenty Eight Million Dollars (\$28,000,000), but such amount may be increased or decreased prior to final adoption.  
 A COPY OF THE FULL PROPOSED TEXT OF THE RESOLUTION MAY BE EXAMINED BY ANY CITIZEN AT THE BUSINESS OFFICE, MIDDLETOWN AREA SCHOOL DISTRICT, 55 WEST WATER STREET, MIDDLETOWN, PENNSYLVANIA ON ANY BUSINESS DAY, BETWEEN THE HOURS OF 8 A.M. AND 4 P.M., PREVAILING TIME.  
 KEGEL KELIN LITTS & LORD LLP  
 BOND COUNSEL

### LEGAL NOTICE OF SCHEDULED MEETINGS

The Board of Trustees of The Pennsylvania State University hereby gives legal notice of a meeting of the Committee on Audit and Risk to be held on October 28, 2022 at 9:00 a.m. The meeting is open to the public and available via Microsoft Livestream at <https://trustees.psu.edu/friday-october-28-2022/>. The complete listing of times is also available at the above link.

Notice is also provided of a meeting of the Committee on Audit and Risk Executive Session from 9:30 - 10:00 a.m.

Penn State encourages persons with disabilities to participate in its

programs and activities. Please contact (814) 865 2521 in advance of your participation.

Notice is hereby given that the November and December Harrisburg Housing Authority Board Meetings have been rescheduled to be held on Wednesdays at 1:00 p.m. on November 2, 2022 and December 7, 2022, at 351 Chestnut Street, 12th Floor Board Room, Harrisburg, PA

Peter Hammerle, Chair  
 Harrisburg Housing Authority

### NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Lower Swatara Township, Dauphin County, Pennsylvania, will hold a Special Meeting on Wednesday, November 2, 2022, at 6:30 P.M. Purpose of the Special Meeting is to publicly review a preliminary draft of the 2023 General Fund Budget. The meeting will be held at the Township Building, located at 1499 Spring Garden Drive, Middletown, PA.

By: Jean R. Arroyo  
 Township Secretary

### CENTRAL DAUPHIN SCHOOL DISTRICT

The Board of School Directors of the Central Dauphin School District will hold a Personnel Committee meeting on Tuesday, November 1, 2022 at 5:30 p.m. in the East High School Library, 626 Rutherford Road, Harrisburg, PA. The public is welcome to attend.

The Board of School Directors of the Central Dauphin School District will hold a Technology Committee meeting on Wednesday, November 2, 2022 at 9:00 a.m. The meeting will be held virtually. If you wish to attend, please contact [msinopoli@cdschools.org](mailto:msinopoli@cdschools.org) for login information.

### BUDGET NOTICE

The Board of Supervisors is planning to adopt the proposed 2023 Budget for Rye Twp. at their Oct. 25, 2022 meeting with the tax levy remaining of .90 mills. The proposed budget is available for public review for the following 20 days of the Twp. office at 1775 New Valley Rd. Manville during regular business hours of 9 am-3 pm.  
 M-F. Final adoption is tentatively scheduled for the Nov. 15, 2022 supervisors' meeting. Daisy Lightner, Sec/Treasurer

SCPA Works (SouthCentral Workforce Development Board) Pursuant to the Act of October 15, 1998, No. 93 known as "The Sunshine Act", SCPA Works gives notice that the Executive Committee will meet at 8:30 a.m. on Thursday, November 3, 2022. The meeting will be held at the SCPA Works office at 4201 Crutcher Mill Rd., Suite 100A, Harrisburg, PA 17112. The full SCPA Works Board will meet on Thursday, November 10, 2022 at 8:30 a.m., via zoom. Please visit [www.scpaworks.org](http://www.scpaworks.org) for meeting participation instructions.

## MISCELLANEOUS LEGAL NOTICES

**FOREIGN REGISTRATION STATEMENT** - Notice is hereby given that Hey Tutor, Inc., a foreign corporation formed under the laws of the State of CA, where its principal office is located at 21700 Oxnard St., Ste. 1540, Woodland Hills, CA 91367, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 9/20/22, under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o Business Filings Incorporated, Dauphin County.

**ARTICLES OF AMENDMENT** - Notice is hereby given that Articles of Amendment were filed with the Department of State of the Commonwealth of PA, at Harrisburg, PA, on 10/11/22, amending the non-profit corporation's name from Platinum Kids Foundation to The Siveler Foundation and also updated its Registered Agent and Registered office address in the Commonwealth of PA to c/o Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o Business Filings Incorporated, Dauphin County.

**FOREIGN REGISTRATION STATEMENT** - Notice is hereby given that Hinton Investigations Inc., a foreign corporation formed under the laws of the State of N.J. where its principal office is located at 516 Dr. MLK Jr. Blvd., Fl. 2, East Orange, NJ 07018, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 10/4/22, under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o Business Filings Incorporated, Dauphin County.

## ORDINANCES & PROPOSALS

### LEGAL NOTICE

NOTICE of Intent of Penbrook Borough Council, Dauphin County, PA to adopt Ordinance No. 2022- 05, the Borough of Penbrook Small Wireless Facilities and Use of Public Right-of-Ways Ordinance, at a duly advertised regularly scheduled meeting, which shall take place no later than 60 days from the date of publication of this notice. The meeting will commence at 6:30 p.m. in the Penbrook Community Building, 150 South 28th St., Penbrook, PA 17103. The Ordinance provides rules, regulations and design standards for small wireless facilities. A copy of the full text of the proposed Ordinance may be examined at the Penbrook Borough Office and the Law Library, located at the Dauphin County Courthouse, 101 Market St., Harrisburg, PA 17101, during normal business hours.

PENBROOK BOROUGH  
 By: Beth J. Kern, Solicitor  
 CGA Law Firm

## 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 Linglestown Rd., Harrisburg, PA 17112 Tuesday, November 8, 2022 12:15 PM

Theresa Berry Unit 3213

The auction will be listed on [www.StorageTreasures.com](http://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 until the winning bidder takes possession of the personal property.

Extra Space Storage will hold a public auction to sell the contents of leased spaces to satisfy Extra Space's lien at location indicated:

5700 Linglestown Rd., Harrisburg, PA 17112 Tuesday, November 8, 2022 12:45 PM

Ken Rankin - Unit 1299  
 Melissa Horton - Unit 1039

The auction will be listed on [www.StorageTreasures.com](http://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 until the winning bidder takes possession of the personal property.

## PROPOSALS & BIDS

Harrisburg School District is seeking sealed bids for 9 Passenger Gasoline Vans. All bids must be received no later than 1pm EDT, on Tuesday, November 1, 2022. Interested parties may obtain detailed specifications at the District Administrative Office, 1601 State Street, Harrisburg PA 17103 or on the website at [www.hbsd.us](http://www.hbsd.us). Harrisburg School District reserves the right to reject any and all bids and to waive informalities in the specifications. No bids may be withdrawn for a period of forty five (45) calendar days after the scheduled closing for the receipt of bids.

Harrisburg School District  
 Chief Operations Administrator

### ADVERTISEMENT - NOTICE TO BIDDERS

Lebanon School District hereby invites the electronic submission of sealed bids for the **Lebanon Middle School Existing Kitchen and Cafeteria Upgrades** via the PennBid Program no later than 2:00 P.M. EST on November 10, 2022. A Non-Mandatory Pre-Bid Meeting will be held on October 27, 2022, at 3:30 p.m. at the Lebanon Middle School Auditorium at 350 North 8th Street, Lebanon, PA. Attendees are required to bring a valid form of photo identification to the Pre-Bid Meeting. The complete Invitation to Bid, bidding instructions and Project Bid Documents will be available beginning October 20, 2022, at no cost via PennBid (<https://pennbid.procurement.com/home>). The undersigned reserves the right to waive informalities or defects in a bid to the extent permitted under Pennsylvania Law and to reject any or all bids or parts thereof.

- Lebanon School District

Request for Proposals: Greenwood School District is seeking Energy Performance Contracting Services. Greenwood School District ("the District") is requesting proposals pertaining to an energy savings and facilities improvement program from interested qualified energy services companies (ESCOs). The proposal is designed to identify a qualified company to implement capital improvements to reduce energy and operational costs in facilities and infrastructure such that annual cost savings are applied to annual payments for improvements. The project scope shall conform to the Act 57 of 1998, 61 Pa. C.S. §3751-3757 ("ACT 57") as amended under Act 77 of 2004, Act 39 of 2010 and Act 163 of 2016. Specific proposal documents may be obtained by emailing [nguarante@greenwoods.org](mailto:nguarante@greenwoods.org). Any questions should be directed to Nicholas Guarente, Superintendent, at 717-589-3117.

### PUBLIC ADVERTISEMENT FOR BIDS

Sealed bids will be received from bidders not later than 1:00 P.M. local time November 15, 2022 and will be opened publicly in the building at 1:15 P.M. for the one prime contract for General Construction, Plumbing, Heating, Ventilating, Air Conditioning, and Electrical, at the Dauphin County Technical School, Project No. 3701, as described in the Drawings and Specifications prepared by Murray Associates Architects, P.C. Project No. 3701.

The project consists of a first-floor expansion of the cafeteria and second-floor education space within an existing courtyard on the east facade. The construction is approximately 10,500 Square Feet.

Bidders may receive bidding documents electronically or hard copy from Murray Associates Architects, P.C., 1600 North Second Street, Harrisburg, Pennsylvania 17102. Limit one sets per packet (hard copy only). Bidding documents will be available beginning at 1:00 p.m. on October 14, 2022. Requests for hard copies documents to be mailed shall be accompanied by a \$15 account number. Electronic bid packages (PDFs) will be sent via email, bidders must provide an email address packet should be sent to. Send request to Benedict H. Dubbs ([bhdubbs@mvassoc.com](mailto:bhdubbs@mvassoc.com)) and Andrea McCormick ([amccormick@murrayassoc.com](mailto:amccormick@murrayassoc.com)) with all required information.

A mandatory Pre-bidder's Conference will be held at 10:00 A.M., Thursday, October 20, 2022, Dauphin County Technical School, 6001 Locust Lane, Harrisburg, PA 17109

The project will utilize prevailing wage rates as determined by the Commonwealth of Pennsylvania.

### DAUPHIN COUNTY TECHNICAL SCHOOL ACCEPTING BIDS

## PROPOSALS & BIDS

### ADVERTISEMENT FOR BIDS

**NOTICE**  
 Notice is hereby given that sealed bids for construction of Line Mountain Middle/High School STEAM Lab Conversion, 187 Line Mountain Road, Herndon, Pennsylvania 17830, will be received at the Administrative Offices of the Line Mountain School District, 185 Line Mountain Road, Herndon, PA 17830, until **2:00 PM, prevailing time, on November 16, 2022**. Bids must be submitted to the attention of Kathleen Rosselli, Business Manager. Bids shall be submitted in sealed envelopes bearing the name and contact of the Bidder and shall be clearly marked "Line Mountain MS/HS STEAM Lab Conversion". Bids will be publicly opened and read aloud immediately after the scheduled closing time for receipt of Bids. Bids received after the above-referenced date and time shall be returned to the Bidder unopened.

Separate, sealed Bids will be received for the following Prime Contracts:  
 3569-1 General Construction  
 3569-2 Heating, Ventilating and Air Conditioning Construction  
 3569-3 Plumbing Construction  
 3569-4 Electrical Construction

On or after **October 17, 2022**, Bidders may obtain bidding documents in hard copy and/or .pdf electronic format by submitting a written request for the same, together with separate checks in the non-refundable amount (s) listed below, payable to: Crabtree, Rohrbaugh & Associates, 401 E. Winding Hill Road, Mechanicsburg, PA 17055.

1. Electronic .pdf Format (amount to be written out in text) \$100.00  
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The following information shall be furnished by bidders when obtaining bidding documents:

1. Bidder's mailing address  
 2. Name of Bidder's representative  
 3. Bidder's telephone number  
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 5. Bidder's email address (email address used to submit the .pdfs)  
 6. Bidding documents requested, by Contract and Contract number

Bidding documents are available for examination through the following: **Pennsylvania Builders Exchange**, 1813 North Franklin Street, Pittsburgh, PA 15233  
**Dodge Data & Analytics**, 2860 South State Hwy 161 #501, Grand Prairie, TX 75052-7361

**Altoona Builders Exchange**, 1927 Union Street, Altoona, PA 16601  
**Construct Connect**, 4500 Lake Forest Drive Suite 502 Cincinnati, OH 45242  
**The Blue Book**, 800 E. Main Street, Jefferson Valley, NY 10535  
**Construction Journal**, 400 SW 7th Street, Stuart, FL 34994

Bidding document questions shall be directed to Crabtree, Rohrbaugh & Associates, Attention: Bidding Department, email: [bidding@crca-architects.com](mailto:bidding@crca-architects.com). All questions pertaining to the Contract Documents, technical sections, legal documents, and bid submission shall be directed in writing to: Keith Karper, Senior Project Manager, email: [kkarper@crca-architects.com](mailto:kkarper@crca-architects.com).

Each bid shall be accompanied by bid security in an amount equal to ten percent (10%) of the Base Bid amount and all alternate bid amounts in the form of a Bid Bond as described in the Supplementary Instructions to Bidders.

A Performance Bond and a Payment Bond in the forms provided in the Project Manual, each in an amount equal to one hundred percent (100%) of the amount of the Contract, and each with satisfactory corporate surety, must be furnished by the successful Bidder prior to execution of a Contract.

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Line Mountain School District reserves the right in its sole discretion to reject any or all Bids and to waive irregularities in any Bid. Further, Line Mountain School District reserves the right to award any combination of Alternates, or no Alternates, which in its sole discretion, serves the best interests of the School District.

A non-mandatory Pre-Bid Conference will be held on **October 26, 2022, at 2:00 PM**, prevailing time, at the Line Mountain Middle/High School Cafeteria, 185 Line Mountain Road, Herndon, PA 17830.

This project is funded by an ESSER Grant and is subject to the Davis-Bacon Act and associated Prevailing Wage Rate Determination. Corporations seeking to bid which are organized under the laws of a State other than Pennsylvania must secure the appropriate certificate, authorizing them to conduct business within the Commonwealth.

### NOTICE - SEEKING BIDS

#### PROJECT NUMBER 2022 - 204 - Liquid Ferric Chloride, Liquid Chlorine & Liquid Aluminum

Capital Region Water is accepting sealed bids for:

#### Liquid Ferric Chloride, Liquid Chlorine & Liquid Aluminum

Sealed proposals will be received online by Capital Region Water via the PennBid Program (<https://pennbid.procurement.com>), until 12:00PM, Tuesday, November 8, 2022, at which time they will be opened and read thereafter. Any Bid received after said date and time will not be opened. A complete proposal packet may be obtained online, at no cost, at <https://pennbid.procurement.com>.

Capital Region Water intends to award the contract to the overall lowest responsible bidder (or by line item), as determined by Capital Region Water's Board of Directors in the best interest of Capital Region Water.

Performance, Payment, and Bid Bonds are not required for this Bid or Agreement. An anti-collusion affidavit is required for this Bid.

Bids shall be submitted only on the included Proposal Form within PennBid. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents including, but not limited to, the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. ALL QUESTION AND/OR INQUIRIES REGARDING THE BIDDING DOCUMENTS SHALL BE SUBMITTED VIA PENNBID'S "QUESTIONS" TAB. TELEPHONE AND E-MAIL INQUIRES WILL NOT BE ACCEPTED. Bidding Documents may only be modified by Addendum issued by Capital Region Water prior to the Bid opening date.

Capital Region Water reserves the right to reject any or all bids and also reserves the right to waive any defects, errors, omissions, irregularities, or informalities in a bid or the bid procedure; and to accept any Bid which it may deem to be for or in the best interest of Capital Region Water.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within 60 days after the date of the opening bids. Capital Region Water reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Board of Directors.

Capital Region Water is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit proposals.

### FOR NETWORK SWITCHES

#### Sealed proposals will be received by

DCTS, 6001 Locust Lane, Harrisburg, PA 17109, until 1:00 p.m., Tuesday, November 1, 2022 and will be opened publicly and read at the Business Office at 1:00 p.m. on that day. Bidders may purchase 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.

### REQUEST FOR BIDS

#### Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central

Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022 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



# 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](mailto: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 publicnoticecpa.com**

## ORDINANCES & PROPOSALS

NOTICE is hereby given that the Board of Commissioners of Hampden Township, Cumberland County, Pennsylvania will consider enactment of the Ordinance set forth in full below on December 1, 2022 at 7:30 p.m., prevailing time, as part of the Commissioners' scheduled public meeting, at the offices of Hampden Township, 209 South Sporting Hill Road, Mechanicsburg, Pennsylvania. If you are a person with a disability and require an auxiliary aide, service or other accommodation to participate, please contact Hampden Township at 717-761-0119 to discuss how your needs may be best accommodated.

AN ORDINANCE FIXING THE TAX RATES FOR THE YEAR 2023, CONFIRMING SEWER RATES, ADOPTING TRASH RATES AND CONFIRMING THE ADOPTION OF THE HAMPDEN TOWNSHIP CODE OF ORDINANCES.

BE IT ENACTED AND ORDAINED and it is hereby enacted and ordained by the Board of Commissioners of this Township as follows:

**SECTION 1.** The Earned Income Tax, Occupational Privilege Tax, Per Capita Tax, Realty Transfer Tax, Local Services Tax and all other taxes heretofore enacted under the authority of the Local Tax Enabling Act, remain in effect.

**SECTION 2.** A tax be and the same is hereby levied on all real property within the Township subject to the specific types of taxation for the fiscal year 2023 as follows:

Tax rate for general purposes, the sum of one hundred fifty-six one-thousandths of one mill (0.156 mill) on each dollar of assessed valuation, or the sum of one and fifty-six one-hundredths cents (\$.0156) on each one hundred dollars (\$100.00) of assessed valuation.

**SECTION 3.** The foregoing in Section 2 is summarized in tabular form as follows:

Each Dollar of Assessed Valuation	Each 100 Dollars of Assessed Valuation	1.56 cents	None
Tax Rate for General Purposes	0.156 mill	1.56 cents	None
Total	0.156 mill	1.56 cents	None

**SECTION 4.** Pursuant to Act No. 126 of 1976, all taxes paid as a whole within two months after the date of the tax notice shall be subject to a discount of two per centum (2%) from the amount thereof and all taxes not paid within four months after the date of the tax notice shall be subject to a penalty of ten per centum (10%) of the amount thereof. The Township Tax Collector shall allow said discount and shall collect said penalty where appropriate.

**SECTION 5.** A. The following rates for private or individual units provided for in the Hampden Township Code of Ordinances, Chapter 18, Part 2, Section 203.1 are hereby established effective beginning January 1, 2023 as follows:

Each private dwelling or living unit	\$102.54 per quarter
--------------------------------------	----------------------

B. The following rates for commercial and industrial establishments provided for in the Hampden Township Code of Ordinances, Chapter 18, Part 2, Section 204.1 are hereby established effective beginning January 1, 2023 as follows:

Each private dwelling or living unit	\$102.54 per quarter
--------------------------------------	----------------------

Quantity of Water Used or Meter Waste Discharged	Quarterly Rates
First 12,000 gallons or less per quarter	\$102.54
Over 12,000 gallons to 4,000,000 gallons per quarter	\$8.29 per 1,000 gallons or fraction thereof
All over 4,000,000 gallons	\$15.00 per 1,000 gallons or fraction thereof

Minimum quarterly charge for sanitary sewage from commercial and industrial establishment, other than schools, regardless of water consumption: \$102.54 for the first eight employees or less and \$13.63 for each employee in excess of eight. Minimum quarterly charge for public or private schools shall be \$7.00 per pupil.

C. The following rates provided in the Hampden Township Code of Ordinances, Chapter 18, Part 2, Section 204.3, applicable to the U. S. Navy Inventory Control Point, are established effective January 1, 2023 as follows:

First 12,000 gallons per quarter:	\$102.54
All in excess of 12,000 gallons per quarter:	\$8.29 per 1,000 or fraction thereof
All over 4,000,000 gallons	\$15.00 per 1,000 gallons or fraction thereof

All other charges not specified herein but contained in Chapter 18 are confirmed and readopted.

**SECTION 6:** Section 106 of Part 1, Chapter 20 of the Hampden Township Code of Ordinances is hereby amended only to provide that the fee for collection and disposal of refuse from Dwellings shall be at the rate of \$98.94 per dwelling unit per quarter.

**SECTION 7:** Except only as amended, modified and changed by this Ordinance, the Township of Hampden Code of Ordinances as codified and amended shall remain in all other respects in full force and effect.

**SECTION 8:** The Provisions of this Ordinance shall be severable. If any of its provisions shall be held to be unconstitutional, illegal or otherwise invalid, that decision shall not affect the remaining provisions of this Ordinance or of the Township of Hampden Code of Ordinances.

**SECTION 9:** This Ordinance shall become effective in accordance with applicable law, with the rate changes for sanitary sewage and refuse charges as noted above to be effective January 1, 2023.

**SECTION 10.** The Hampden Township Code of Ordinances as originally enacted and as subsequently amended is hereby confirmed and readopted in its entirety.

DULY ENACTED AND ORDAINED this 1st day of December, 2022 by the Board of Township Commissioners in public session duly assembled.

Keith B. Metts, Township Manager

## 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:

5700 Linglestown Rd., Harrisburg, PA 17112 Tuesday, November 8, 2022 12:45 PM

Ken Rankin - Unit 1299

The auction will be listed on [www.StorageTreasures.com](http://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.

## ORDINANCES & PROPOSALS

Susquehanna Township is currently considering purchasing a wood-chipper. The equipment will be used to process curbside and drop-off woody waste into mulch. The machine will supplement the existing programs by processing woody waste larger than the allowable length and width. Susquehanna Township is applying for a DEP Act 101, Section 902 recycling grant to fund the equipment. Parties interested in 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 Susquehanna Township, Betsy Logan, Asst Township Manager, 1900 Linglestown Rd Hbg PA 17110.

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 Linglestown Rd., Harrisburg, PA 17112 Tuesday, November 8, 2022 12:15 PM

Theresa Berry Unit 3213

The auction will be listed on [www.StorageTreasures.com](http://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.

CubeSmart Site 5035  
**NOTICE OF PUBLIC SALE:** The following self-storage unit contents containing household and other goods will be sold for cash by CubeSmart 321 Milroy Rd, Harrisburg PA 17111 to satisfy a lien on November 16th, 2022 at approx. 10:00 am at [www.storageetreasures.com](http://www.storageetreasures.com)

Unit # 00085 Adam Rohacek  
Unit # 00238 James E. Woods  
Unit # 00271 Michael Fugate  
Unit # 00278 Kristy Desbel

**NOTICE OF PUBLIC SALE:** The following self-storage unit contents containing household and other goods will be sold for cash by CubeSmart at 115 Cumberland Parkway, Mechanicsburg, PA 17055 to satisfy a lien on November 16, 2022 at approx. 1pm at [www.storageetreasures.com](http://www.storageetreasures.com).

Cube #010711 Donald Stough

## ORDINANCES & PROPOSALS

## ORDINANCES & PROPOSALS

NOTICE is hereby given that the Board of Commissioners of Hampden Township, Cumberland County, Pennsylvania will consider enactment of the Ordinance set forth in full below on December 1, 2022 at 7:30 p.m., prevailing time, as part of the Commissioners' scheduled public meeting, at the offices of Hampden Township, 209 South Sporting Hill Road, Mechanicsburg, Pennsylvania. If you are a person with a disability and require an auxiliary aide, service or other accommodation to participate, please contact Hampden Township at 717-761-0119 to discuss how your needs may be best accommodated.

AN ORDINANCE APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR THE SPECIFIC PURPOSES OF THE MUNICIPAL GOVERNMENT, HEREINAFTER SET FORTH, DURING THE YEAR 2023.

BE IT ENACTED AND ORDAINED and it is hereby enacted and ordained by the Board of Commissioners of this Township as follows:

**SECTION 1.**

For the expenses of the fiscal year 2023, the following amounts are hereby appropriated from the revenues available for the current year for the specific purposes set forth below, which amounts are more fully itemized in the Budget Form.

GENERAL FUND	
Summary of Estimated Receipts	
Cash and Securities for Appropriation	7,889,933
Receipts from Taxes	10,026,500
Other Revenue Receipts	8,861,210
Non-Revenue Receipts	25,000
Total Estimated Receipts and Cash	26,802,643

Summary of Appropriations	
General Government	
General Government	1,269,745
Tax Collection	61,630
Information Technology	175,425
Total General Government	1,506,800

Protection to Persons and Property	
Police	4,636,781
Fire	619,775
Ambulance	1,399,295
Community Development	766,005
Total Protection to Persons and Property	7,421,856

Public Works	
Facility	554,690
Administration	280,580
Maintenance	1,979,340
Fleet	483,120
Total Public Works	3,297,730

Recreation	
General Recreation Services	654,365
Park/Pool Complex	3,628,145
Total Recreation	4,282,510

Golf	
Capital Improvements	522,085
General Services	1,341,955
Total Golf	1,864,040

Miscellaneous	
Pension	1,134,000
Total Miscellaneous	1,134,000
Total Estimated Expenditures	19,506,936

Total For Operation, Maintenance and Interest 19,506,936

Governmental Expenditures	
Transfers to Other Funds	5,145,000
Total Governmental Expenditures	5,145,000
Total Appropriations from General Fund	24,651,936

OTHER FUNDS	
STORM SEWER ACCOUNT	
Summary of Estimated Receipts	
Cash and Securities for Appropriation	2,968,190
Annual Stormwater Fees	1,604,430
Total Receipts and Cash Storm Sewer Account	4,572,620

Summary of Appropriations	
Operating & Administrative Expenditures	2,921,235
Transfer to HTSA	1,602,055
Total Appropriations Storm Sewer Account	4,523,290

Summary of Estimated Receipts	
Cash and Securities for Appropriation	12,531,136
Annual Sewer Rentals	8,562,185
Other Revenue Receipts	235,900
Total Receipts and Cash Sanitary Sewer Account	21,329,221

Summary of Appropriations	
Bond Lease Payments	2,317,200
Chemicals and Utilities	1,162,105
Operating and Administrative Expenditures	12,586,895
Total Appropriations Sanitary Sewer Account	16,066,200

CAPITAL IMPROVEMENT ACCOUNT	
Summary of Estimated Receipts	
Cash and Securities for Appropriation	3,418,924
Other Revenue Receipts	4,199,970
Transfers from Other Funds	5,223,650
Total Receipts and Cash Capital Improvement Fund	12,618,894

Summary of Appropriations	
General Services	3,521,570
Capital Equipment	3,721,065
Capital Construction/Properties	5,223,650
Total Appropriations Capital Improvement Account	12,466,285

Summary of Estimated Receipts	
Cash and Securities for Appropriation	360,031
State Motor License Fund Grants	962,440
Total Receipts and Cash Highway Aid Fund	1,322,471

Summary of Appropriations	
Street Lighting	411,400
Road Maintenance/Resurfacing	565,000
Vehicle Purchase	0
Major Equipment Purchase	0
Total Appropriations Highway Aid Fund	976,400

Summary of Estimated Receipts	
Cash and Securities for Appropriation	117,510
State Motor License Fund Grants	117,510
Total Receipts and Cash Unemployment Compensation Fund	117,510

Summary of Appropriations	
General Expense	41,000
Total Appropriations Unemployment Compensation Fund	41,000

Summary of Estimated Receipts	
Cash for Appropriation	8,950,886
Total Receipts and Cash Sewer Improvement/Maintenance Account	8,950,886

Summary of Appropriations	
Emergency Repairs	1,000,000
Capital Improvement	2,000,000
Transfer to Sewer Revenue	0
Total Appropriations Sewer Improvement/Maintenance Account	3,000,000

Summary of Estimated Receipts	
Cash for Appropriation	747,682
Other Revenue Receipts	4,334,980
Total Receipts and Cash Sanitation Fund	5,082,662

Summary of Appropriations	
Contract Obligations	4,114,635
General Operating Expense	365,450
Total Appropriations Sanitation Fund	4,480,085

Summary of Estimated Receipts	
Cash for Appropriation	409,478
Total Receipts and Cash Medical Retired Benefits	409,478

Summary of Appropriations	
General Expense	132,800
Total Appropriations Medical Retired Benefits	132,800

**SECTION 2**  
An estimate of the specific items making up the amounts appropriated to the respective Departments is on file in the office of this Township.

**SECTION 3.**  
Any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

ENACTED AND ORDAINED this 1st day of December, 2022.

Keith B. Metts, Township Manager

## PROPOSALS & 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.

## ORDINANCES & PROPOSALS

### NOTICE

The Mechanicsburg Area School District is accepting bids for field repair at the District's softball and baseball fields. The specifications and project scope can be obtained from the District Office by contacting Jennifer Schweighart at 717-691-3253 or by emailing [jlschweighart@mbgsd.org](mailto:jlschweighart@mbgsd.org).

Bids shall be accepted through Thursday, November 3rd at 12:00 p.m. Bids should be sealed, marked "Athletic Field Repair Bid", and mailed to the District Office at 600 S. Norway Street,

## PROPOSALS & BIDS

### NOTICE - SEEKING BIDS

**PROJECT NUMBER 2022 - 204 - Liquid Ferric Chloride, Liquid Chlorine & Liquid Aluminum**

Capital Region Water is accepting sealed bids for:

**Liquid Ferric Chloride, Liquid Chlorine & Liquid Aluminum**

Sealed proposals will be received online by Capital Region Water via the PennBid Program (<https://pennbid.procurement.com>), until 12:00PM, Tuesday, November 8, 2022, at which time they will be opened and read thereafter. Any Bid received after said date and time will not be opened. A complete proposal packet may be obtained online, at no cost, at <https://pennbid.procurement.com>.

Capital Region Water intends to award the contract to the overall lowest responsible bidder (or by line item), as determined by Capital Region Water's Board of Directors in the best interest of Capital Region Water.

Performance, Payment, and Bid Bonds are not required for this Bid or Agreement. An anti-collusion affidavit is required for this Bid.

Bids shall be submitted only on the included Proposal Form within PennBid. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents including, but not limited to, the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. ALL QUESTIONS AND/OR INQUIRIES REGARDING THE BIDDING DOCUMENTS SHALL BE SUBMITTED VIA PENNBID'S "QUESTIONS" TAB. TELEPHONE AND E-MAIL INQUIRES WILL NOT BE ACCEPTED. Bidding Documents may only be modified by Addendum issued by Capital Region Water prior to the Bid opening date.

Capital Region Water reserves the right to reject any or all bids and also reserves the right to waive any defects, errors, omissions, irregularities, or informalities in a bid or the bid procedure; and to accept any Bid which it may deem to be for or in the best interest of Capital Region Water.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within sixty (60) days after the date of the opening bids. Capital Region Water reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Board of Directors.

Capital Region Water is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit proposals.

**DOCUMENT 001113 - ADVERTISEMENT FOR BIDS**  
**1.1 PROJECT INFORMATION**  
A. Notice to Bidders: Bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.  
B. Regulatory Requirements: The Project for which construction proposals are being solicited is subject to applicable provisions of the statutes and regulations of the Commonwealth of Pennsylvania, including the Commonwealth Procurement Code, Pennsylvania Human Relations Act, the Anti-bid-Rigging Law, the Bid Withdrawal Act, the Public Works Contractors Bond Law, the Steel Products Procurement Act, the Public School Code of 1949, the Pennsylvania Prevailing Wage Act, the Resident Labor Statute, the Trade Practices Act, the Utilities Protection Act ("Pa. One-Call"), the Public Works Employment Verification Act, and the Act 114 FBI Fingerprint Report shall govern submittal, opening, and award of bids.

It is intended that this project will be constructed using Prevailing Wages Project rates as determined by the Bureau of Labor Law Compliance for Centre County PA.

D. Project Identification: 'Commonwealth Charter Academy State College'.

1. Project Location: 2210 High Tech Road, Benner Twp., PA 16823.

2. Owner: Commonwealth Charter Academy.

E. Owner's Representative: Jim Skinner, Commonwealth Charter Academy, One Innovation Way, Harrisburg PA 17610-1171; Telephone 717.710.3300; Extension 11174, [jiskinner@ccoeducate.me](mailto:jiskinner@ccoeducate.me).

G. Architect: Eric Phillips, Project Architect, Strada Architecture LLC, 611 William Penn Place, Suite 700, Pgh. PA 15219, Direct Dial 412.246.2839, [ephillips@sradallc.com](mailto:ephillips@sradallc.com).

H. Project Description:

1. Project cost range is anticipated to be under \$5,000,000.

1. Construction Contract: Bids will be received for the following Work:

1. General Construction Contract

2. Electrical Construction Contract

3. Mechanical Construction Contract

4. Plumbing Construction Contract

5. The Owner shall procure separate proposals for Audio Visual, Information Technology and Security and shall assign oversight of those contracts to the successful General Construction Contractor for inclusion in their bid and Work.

B. BID SUBMITTAL AND OPENING

1.2 Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: December 13, 2022

2. Bid Time: 2:00 PM electronic bids, 3:00 PM hard copy bids.

Location: Attention: Jim Skinner, Commonwealth Charter Academy, One Innovation Way, Harrisburg PA 17610-1171.

717.710.3300; Ex: 11174, [jiskinner@ccoeducate.me](mailto:jiskinner@ccoeducate.me).

B. Bids will be read aloud at 3 pm on bid submission date.

1.3 BID SECURITY

A. Each proposal shall be accompanied by an approved Surety Company's Bid Bond in the amount of 10% of the Base Bid. A certified check in the amount of 10% of the Base Bid is also acceptable.

1.4 PREBID MEETING

A. Prebid Meeting: See Document 002513 "Prebid Meetings."

B. Prebid Meeting: An initial Prebid Meeting for all bidders will be held at 1514 2210 High Tech Road, Benner Twp., PA 16823; 11:00 AM, local time on November 14, 2022. A second walkthrough will be held November 21, 2022, 11:00 AM. Prospective prime bidders are REQUIRED to attend one of the site meetings.

1. Bidders' Questions: Architect will provide responses to Prebid conference to bidders' questions received up to Three (3) business days prior to the initial site Prebid Meeting.

2. All Questions shall be answered in writing and shall be included in official Addenda issued to bidders. Any information that was not included in an official Addendum, issued by the Owner is not valid.

D. DOCUMENTS

A. Printed Procurement and Contracting Documents: Documents are available electronically and they are available for printing at Tri-State Reprographics, Inc. 2934 Smallman Street, Pittsburgh PA 15201, 412.281.3538 [www.tsrepro.com](http://www.tsrepro.com). Bidder is responsible for the cost of reproduction and delivery of the Bidding Documents.

B. Viewing Procurement and Contracting Documents: Examine on 1514 November 7, 2022, at the locations below:

1. Dodge Reports Plan Room and Pennsylvania Builders Exchange.

1.6 TIME OF COMPLETION

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time of Three Hundred Sixty-Five (365) Calendar Days.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must submit qualifications statement with their bids, in the form required in the bidding documents, for their bid to be considered. The Owner reserves the right to award the contract to the lowest responsible and qualified bidder.

B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by Commonwealth Charter Academy.

</

# 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**

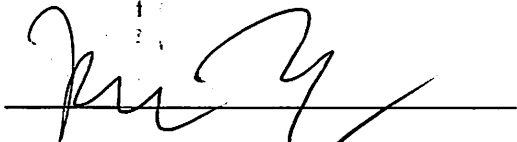
who being duly sworn according to the law, doth depose and say that he is the

**Editor**

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


10/18, 10/25, 11/1/22

.....  
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

.....10th day of December, 2022

  
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

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570-742-9671

## NOTICE TO BIDDERS

#### THE BOROUGH OF WATSONTOWN, NORTHUMBERLAND COUNTY, WATSONTOWN, PENNSYLVANIA REFUSE REMOVAL CONTRACT.

Watsonstown Borough Council will accept sealed bids for residential refuse collection within the limits of the Borough of Watsonstown for the years 2023, 2024, and 2025 at the Watsonstown Borough Office, 318 Main Street, Watsonstown, Pennsylvania 17777, until 4:00 PM local time on Monday, November 14, 2022. The sealed bids will be opened at the regular meeting of the Watsonstown Borough Council at 7:00 PM local time on November 14, 2022.

All bidders must submit sealed bids on forms supplied by the Borough of Watsonstown. Specifications and information concerning the contract to be bid is available from the Borough Secretary at the Watsonstown Borough Office, 318 Main Street, Watsonstown, Pennsylvania 17777 (570-538-1000), Monday through Friday, 7:00 AM to 4:00 PM.

Only those sealed bids in the hands of the Secretary prior to 4:00 PM, November 14, 2022 will be considered. Successful bidder will be required to present a certificate of liability coverage in the amount of One Million dollars (\$1,000,000.00) prior to the commencement date of the contract.

All bids shall be accompanied by a bid bond or a letter of credit in the amount of ten percent (10%) of the contract.

Watsonstown Borough reserves the right to reject any and all bids. Bidding documents and supplementary documents may be examined at the Borough Office, the Borough of Watsonstown, 318 Main Street, Watsonstown, Pennsylvania.

WATSONTOWN BOROUGH COUNCIL

## REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

-PEPPM 2023 Apple Bid.

For more information about the request for bids, visit [www.peppm.org/bids](http://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

DIRECTV for \$79.99/mo for 12 months with CHOICE Package. Watch your favorite live sports, news & entertainment anywhere. First 3 months of HBO Max, Cinemax, Showtime, Starz and Epix included! Directv is #1 in Customer Satisfaction (JD Power & Assoc.) Some restrictions apply. Call 1-855-806-2315

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

## Misc. Notices

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

Replace your roof with the best looking and longest lasting material steel from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer - \$500 Discount + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-844-290-9042

Safe Step, North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-833-437-1428

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

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

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# The Standard-Journal Classifieds

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

**Hughesville Raceway Self Storage, LLC** in order to satisfy its statutory lien pursuant to 73 P.S. 1901 et seq., will sell at Public Sale online for the storage unit contents located at Milton Raceway Self Storage, 130 Clemens Rd. Watsonstown, PA. All the personal property stored in its facilities in the following units, placed by **Jason Tolliver Ryan Sheets**. The units consist of miscellaneous items. Auction will start on November 4th to be held online at [www.storageauctions.com](http://www.storageauctions.com). Owner reserves the right to bid at Public Sale, reject any and all bids, cancel or adjourn the sale. To resolve the claim, call Raceway Storage at 570-447-4436.

#### EXECUTRIX NOTICE

NOTICE is hereby given that Letters Testamentary upon the **Estate of DORIS M. MOORE**, deceased, late of Milton, Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to said Estate are requested to make immediate payment, and those having claims against the same will present them without delay to:

Marilyn K. Keiser, Executrix  
c/o her counsel:

R. Michael Kaar, Esquire  
Davis, Davis & Kaar  
PO Box 319  
Milton, PA 17847

#### EXECUTRIX'S NOTICE

Letters of Testamentary for the **Estate of Audrey J. Houser**, late of the Township of Delaware, County of Northumberland, Commonwealth of Pennsylvania, having been granted to the undersigned, all persons indebted are requested to make immediate payment and those having claims will present them for settlement without delay to:

Cindy Jo. Krick  
41 Krick Road  
Milton, PA 17847

Nicole J. Reichenbach  
127 North Second Street, Apt. 1  
Lewisburg, PA 17837

Or to the attorney:

Graham C. Showalter, Esquire  
36 S. Third Street  
PO Box 553  
Lewisburg, PA 17837-0553

#### NOTICE

NOTICE IS HEREBY GIVEN that a Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania, Harrisburg, Pennsylvania on October 6, 2022, for the purpose of obtaining a Certificate of Organization for a domestic business corporation, organized under the Business Corporation Law of the Commonwealth of Pennsylvania, approved December 21, 1988 (P.L. 1444, No. 177) and its amendments and supplements. The name of the limited liability company is **Hackenberg Apiaries, LLC**, whose registered office is located at 1466 Crossroads Drive, Lewisburg, PA 17837.

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized, and the corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law.

Landon R. Hodges, Esquire  
Steinbacher, Goodall & Yurchak  
4513 Washington Boulevard  
Williamsport, PA 17701



**THE WARRIOR RUN  
SCHOOL DISTRICT**  
is seeking applications  
for the following positions:

2 Math Teachers  
Full Time Custodians

Visit [www.wrsd.org](http://www.wrsd.org) for more information

#### EXECUTRIX NOTICE

NOTICE is hereby given that Letters Testamentary upon the **Estate of ORVILLE W. STAHL, JR.**, deceased, late of Milton, East Chillisquaque Township, Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to said Estate are requested to make immediate payment, and those having claims against the same will present them without delay to:

Amanda S. Tricoli, Executrix  
c/o her counsel:

R. Michael Kaar, Esquire  
Davis, Davis & Kaar  
PO Box 319  
Milton, PA 17847

#### CO-EXECUTOR NOTICE

Notice is hereby given that Letters Testamentary in the **ESTATE OF EMILY R. HEINTZELMAN** late of Northumberland County, Pennsylvania, have been granted to the undersigned. All persons indebted to the said Estate are requested to make payment, and those having claims against the Estate are requested to present the same without delay to:

William R. Heintzelman  
414 Mahoning Street  
Milton, PA 17847

Rebecca E. Napp  
166 Old Orchard Road  
Milton, PA 17847

or their counsel:

Robert E. Benion, Esq.  
P. O. Box 356  
Milton, PA 17847

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

#### REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

-PEPPM 2023 Apple Bid.

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

#### Pets

FOR SALE  
COCKAPOO PUPPIES,  
\$600.00 OR BEST  
OFFER. 570-649-9996.

#### Miscellaneous

##### Items

Replace your roof with the best looking and longest lasting material steel from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer - \$500 Discount + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-844-290-9042

#### Misc. Notices

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## NOTICE OF EXECUTRIX

IN RE: ESTATE OF SCOTT L. LYONS, aka SCOTT LEE LYONS, LATE OF MILTON BOROUGH, NORTHUMBERLAND COUNTY, PENNSYLVANIA, DECEASED.

LETTERS TESTAMENTARY on the Estate of Scott L. Lyons, aka Scott Lee Lyons, late of Milton Borough, Northumberland County, Pennsylvania, have been granted by the Register of Wills of Northumberland County, Pennsylvania, to the undersigned.

All persons indebted to said estate are requested to make payment and those having claims to present the same without delay to:

JoLana Krawitz, Executrix  
7333 Gabriel Street  
Sherrills Ford, NC 28673

Or to her Attorney  
Michael W. Showers, Esquire  
Turning Point Legal Services  
48 Walnut Street  
Milton, PA 17847

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the West Chillisquaque Township Zoning Hearing Board, Northumberland County, Pennsylvania, will hold a Public Hearing on Wednesday, November 16, 2022 at 7:00 p.m., at the West Chillisquaque Township Building, 485 Railroad Street, Montandon, Pennsylvania 17850. The Board will consider the following application:

## ZHB 3-2022

Lavern Peachy filed for a Variance from the West Chillisquaque Township Zoning Ordinance, Article XII, 12.2.2 regarding building height for an accessory structure in the Village District. The property is located at 999 Houseis Run Road, Milton, PA 17847, which is located in the Village District. Tax Map Parcel #062-00-023-089.

Anyone with a special interest concerning these matters should contact Nate Stephens at (717) 838-1351, Light-Heigel & Associates, Inc. If you have a disability and wish to attend the Hearing, but require special accommodations to participate in the proceedings, please contact the Township Office at (570) 523-3911 to discuss how such requirements may be met.



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

High School Special Education Teacher

Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, appropriate certificate, complete transcripts, Praxis Scores, 3 letters of reference, current background clearance, current child abuse clearance, and current FBI Clearance, to

Mrs. Tammy L. Boop, Board Secretary  
Mifflinburg Area School District  
178 Maple Street  
Mifflinburg, PA 17844.

Deadline for accepting applications is Friday, November 18, 2022.

## REQUEST FOR BIDS

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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.

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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.

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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.

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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.

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WE HEREBY CERTIFY, that the annexed advertisement of Order No 7307856

**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:

Oct 18, 2022; Oct 25, 2022; Nov 01, 2022

The Baltimore Sun Media Group

*Shanna Evans*

By \_\_\_\_\_

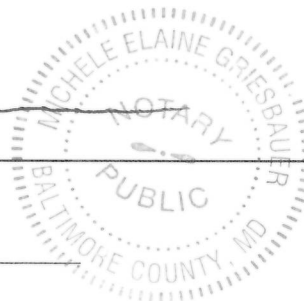
Subscribed and sworn to before me this 8 day of Nov 2022,

By \_\_\_\_\_

*Nichelle Elaine*

Notary Public

My commission expires 10/5/23





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-22-004063  
**ORDER OF PUBLICATION**

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY  
35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014  
Plaintiff  
v.  
WESLEY GIBSON 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: 4233 Sheldon Ave Cert No.: 372119 Lot  
Size: 15-9X97-6 Ward: 26 Section: 40 Block: 5928 Lot: 044  
Ass'd to: Augustine Gibson and Wesley Gibson

**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: 4233 Sheldon Ave Cert No.: 372119 Lot  
Size: 15-9X97-6 Ward: 26 Section: 40 Block: 5928 Lot: 044  
Ass'd to: Augustine Gibson and Wesley Gibson  
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 30th day of September, 2022, 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 29th day of  
November, 2022, 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 Myshala Middleton  
Judge's Signature appears on  
the original document

004063

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-22-003921

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY  
35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014  
Plaintiff  
v.  
FINISANI LLC 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: 0007 S Monastery Ave Cert No.: 369773 Lot  
Size: 15-4X110 Ward: 20 Section: 18 Block: 2252A Lot: 016  
Ass'd to: Finisani LLC

**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: 0007 S Monastery Ave Cert No.: 369773 Lot  
Size: 15-4X110 Ward: 20 Section: 18 Block: 2252A Lot: 016  
Ass'd to: Finisani LLC  
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 30th day of September, 2022, 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 29th day of  
November, 2022, 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.  
Christopher Panos Judge

MARILYN BENTLEY  
MARILYN BENTLEY, CLERK  
003921

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-22-004039  
**ORDER OF PUBLICATION**

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY  
35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014  
Plaintiff  
v.  
THE ESTATE, PERSONAL REPRESENTATIVE, AND TESTE AND  
INTESTATE SUCCESSORS OF KATHERINE M. JAMES, DECEASED  
AND ALL PERSONS CLAIMING BY, THROUGH, OR UNDER  
KATHERINE M. JAMES and DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT and ARNOLD A. SHEETZ, TRUSTEE  
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: 0722 Linnard St Cert No.: 369045 Lot  
Size: 20X82-6 Ward: 16 Section: 18 Block: 2504 Lot: 012  
Ass'd to: Katherine M. James

**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: 0722 Linnard St Cert No.: 369045 Lot  
Size: 20X82-6 Ward: 16 Section: 18 Block: 2504 Lot: 012  
Ass'd to: Katherine M. James  
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 3rd day of October, 2022, 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 2nd day of  
November, 2022, 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 Myshala Middleton  
Judge's Signature appears on the  
original document

MARILYN BENTLEY  
MARILYN BENTLEY, CLERK  
004039

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-22-004064

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY  
35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014  
Plaintiff  
v.  
THOMAS L. WHEEDON 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: 1932 Sponson St Cert No.: 372238 Lot  
Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011  
Ass'd to: Thomas L. Wheedon

**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: 1932 Sponson St Cert No.: 372238 Lot  
Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011  
Ass'd to: Thomas L. Wheedon  
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 30th day of September, 2022, 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 29th day of  
November, 2022, 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 Myshala Middleton  
Judge's Signature appears on  
the original document

004064

Extra Space Storage will hold  
a public auction at the location  
indicated: 1835 Washington  
Blvd., Baltimore, Md 21230 on  
October 21 2022. Unit #s 1072,  
1111, 2048, 2097, 3050, 3130, 401  
0, 4023, 4100, 4209. The auction  
will be listed and advertised on  
www.storageauctions.com.  
Purchases must be made with  
cash only and paid at the above  
reference facility in order to  
complete the transaction. Extra  
Space Storage may refuse any  
purchase up until the winning  
bidder takes possession of the  
personal property.

10/18/22 7310868

Legal Notice  
Notification is hereby given  
that JPMorgan Chase Bank,  
N.A., 1111 Polaris Parkway,  
Columbus, Ohio 43240 has filed  
an application with the Office  
of the Comptroller of the Cur-  
rency (the "OCC") on or about  
October 18, 2022, as specified  
in 12 CFR Part 5, for permission  
to establish a domestic branch  
at the northwest corner of the  
intersection of Reisterstown  
Road (aka Route 140) and Cher-  
ry Valley Road, Reisterstown,  
Baltimore County, MD 21136.  
Any person wishing to com-  
ment on this application may  
file comments in writing with  
the Licensing Manager, Large  
Banks Licensing Operations,  
400 7th Street, SW, Washing-  
ton, D.C. 20219 within 30 days  
of the date of this publication.  
The public portion of the filing  
is available upon request from  
the OCC. The public may find  
information about the filing (in-  
cluding the closing date, the  
comment period) in the OCC's  
Weekly Bulletin available at  
www.occ.gov

10/18/22 7308347

REQUEST FOR BIDS  
Sealed bids for technology  
equipment, software, services,  
supplies, and furniture sales to  
local educational agencies and  
other eligible organizations in  
Pennsylvania and optionally  
other states including Maryland  
for the PEPPM Cooperative  
Purchasing Program shall be  
received by the Central Susque-  
hanna Intermediate Unit #16  
("CSIU") until 3 p.m., Eastern  
Time, Tuesday, Nov. 29, 2022.  
Bids shall be received electroni-  
cally at www.epylon.com. Bids  
will be publicly opened and  
read aloud at 3 p.m., Eastern  
Time, Tuesday, Nov. 29, 2022, at  
the CSIU, 90 Lawton Lane, Mil-  
ton, 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 telecon-  
ference or video conference.  
Interested bidders must reg-  
ister to access and secure the  
bid documents online at www.  
epylon.com. There is no charge  
to register.  
Bids will be received under the  
following request for bids:  
PEPPM 2023 Apple Bid.  
All Maryland public and non-  
public schools and other eligi-  
ble 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 pre-  
vailing minimum wage rates  
applicable to such installation.  
No bidder may withdraw its bid  
for 90 days after the bid open-  
ing date.  
The CSIU reserves the right to  
reject all bids, and/or to waive  
any informality or irregularity  
in a bid.  
10/18, 10/25 & 11/1 7307856

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Bridge Play Frank Stewart

"I don't know what to say about my partner's game," a club player told me in confidence. "He has a spark of brilliance but ignition trouble. He makes good plays but also grievous errors, mostly at the first trick."

My friend's partner played at today's 3NT, and West, with no sign of an entry, tried to hit East's long suit by leading a club.

"My partner put up dummy's queen," I heard, "but East diagnosed the lead and played low. My partner led a second club to his jack and next led the A-J of diamonds. East took his king, and declarer took only eight tricks: two spades, two hearts, three clubs and a diamond."

**SAME FAILING**

Many players have the same failing as South: hasty play to Trick One. South should play a low club from dummy and, no matter what East does, win with the ace.

South then leads the A-J of diamonds, overtaking with the queen. If East wins and leads a spade, South wins and leads his jack of clubs to dummy's queen. He is sure to reach dummy for the good diamonds.

**DAILY QUESTION**

You hold: ♠ Q 10 4 ♥ K 7 ♦ K 8 7 6 ♣ K 7 4 3. Your partner opens 2NT. The next player passes. What do you say?

**ANSWER:** Slam is possible. If partner's 2NT opening promises 21 or 22 points, raise to 4NT, inviting slam, or bid 6NT if feeling lucky. If your 2NT range is 20 or 21 points, raise to 4NT or settle for a sure game. It's possible that your best contract is six of a minor; practiced partnerships might have methods to locate a minor-suit fit.

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marketplaceindex

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Sunday Closed  
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responsibility of the advertiser to notify The Sun of any  
errors to correct subsequent insertions.

the new york times  
crossword

no. 0913

ACROSS

1 Shop for a loxsmith?

5 Religious offshoot

9 Put in the overhead bin, say

13 Micro or macro college subj.

14 Last pharaoh of Egypt, informally

15 "Hava Nagila" dance

16 Buffalo Bill, e.g.

19 William of \_\_\_\_\_ (noted 14th-century philosopher)

20 Real estate burdens

21 Noodle dish that might be made with a flavor packet

22 Radio City Music Hall performer

25 Jason who sang "I'm Yours"

26 Unsolemnly swear

27 Paddle lookalike

28 Reedy woodwind

30 Pro \_\_\_\_\_ (perfunctory)

32 Bun in the oven, so to speak

35 Bits of tomfoolery

37 Porridge base

38 Part of the D.O.J.

39 Diarist Frank

41 Ruler whose title is derived from the name "Caesar"

45 Marsupial stylized in the Qantas logo

48 Piloted

49 First sign of the zodiac

DOWN

1 Bend out of shape

2 Green machine

3 Words shouted before "No hands!"

4 Experiencing a flow state

5 Ponzi scheme, for one

6 90° bend

7 Instruments played pizzicato in Britten's "Simple Symphony"

8 Subjects

9 Title role for Alan Ladd in a classic 1953 western

10 1995 Pixar film that launched a franchise

11 Mined-over matter

12 What games like chess, Stratego and Risk simulate

17 Forbiddance

18 Albanian currency

22 Regretful soul

23 Top of the Highlands?

24 The "E" in B.C.E.

50 Grew disenchanted

51 Lead-in to a surprising twist ... or a hint to 16-, 22-, 32- and 45-Across

54 The Crimson Tide, to fans

55 Pueblo people

56 Straight poker?

57 Give the boot

58 Quadrupedal combat vehicle in "Star Wars" films

59 Skier's "powder"

By Adam Wagner

26 Murmur lovingly

29 Projectiles from a pellet gun

30 The marbling in marbled beef

31 Gets in the way of

32 Passionately protesting

33 Ruttung by the pool, e.g.

34 Term of endearment

35 Airport once called Idlewild, for short

36 Lawyers' org.

39 "Respect" singer

40 A 0% chance, colloquially

42 Aaron who created "The West Wing"

43 Big name in skin care

44 Un-gerry-mandered, say, as a voting district

46 Whopping

47 The Terminator and HAL 9000, for two

48 Enthusiastic response to "Want some ice cream?"

50 Variety show routine

51 "Succession" network

52 \_\_\_\_\_ de parfum

53 Clean air org.

ANSWER TO YESTERDAY'S PUZZLE

D	A	T	A	A	N	T	S	G	A	M	E	S
E	R	R	S	B	O	H	O	U	N	I	T	E
A	C	A	I	E	A	R	N	E	N	A	C	T
F	O	N	D	A	T	H	E	A	T	R	E	
	S	E	W		A	T	O	N		C	B	S
A	H	I		W	A	N	D	A	V	I	S	I
P	E	T	S		G	A	S		C	O	N	D
A	L	I	A	S	E	S		C	H	A	U	C
C	L	O	N	E		I	O	U		L	O	G
H	O	N	D	A		A	C	C	O	R	D	D
E	S	S		S	T	Y	E		U	S	E	
			S	H	O	N	D	A	R	H	I	M
A	R	G	U	E		I	T	R	Y		G	A
P	E	A	R	L		C	E	C	E		H	O
X	E	X	P	E	L		S	A	S		T	O
												N

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Crosswords for young solvers: [nytimes.com/learning/xwords](http://nytimes.com/learning/xwords).  
10/18/22



LEGAL NOTICES

NOTICE

At the General Election to be held in the City of Baltimore on Tuesday, November 8, 2022, the following ordinances authorizing the Mayor and City Council of Baltimore to borrow money in the amounts and for the purposes hereinafter indicated to the legal voters of Baltimore City for their approval or disapproval.

FOR

QUESTION A  
BOND ISSUE  
AFFORDABLE HOUSING LOAN - \$14,000,000

AGAINST

Ordinance No. 22-159 to authorize the Mayor and City Council of Baltimore to borrow up to \$14,000,000 to be used for the planning, developing, executing, and making operative the Affordable Housing Program of the Mayor and City Council of Baltimore, including, but not limited to, the acquisition, by purchase, lease, condemnation or any other legal means, of land or property in the City of Baltimore; the payment of any and all costs and expenses incurred in connection with or incidental to the acquisition and management of the land or property; the payment of any and all costs and expenses incurred for or in connection with relocating and moving persons or other legal entities displaced by the acquisition of the land or property, and the disposition of land and property for such purposes, such costs to include but not limited to rental payment and home purchase assistance, housing counseling and buyer education, assistance, and activities to support the orderly and sustainable planning, preservation, rehabilitation, and development of economically diverse housing in City neighborhoods; support the Affordable Housing Trust Fund; support the elimination of unhealthful, unsanitary or unsafe conditions, lessening density, eliminating obsolete or other uses detrimental to the public welfare or otherwise removing or preventing the spread of blight or deterioration in the City of Baltimore; and for doing all things necessary, proper or expedient in connection therewith.

FOR

QUESTION B  
BOND ISSUE  
SCHOOL LOAN - \$38,000,000

AGAINST

Ordinance No. 22-158 to authorize the Mayor and City Council of Baltimore to borrow up to \$38,000,000 to be used for the acquisition of land or property to construct and erect new school buildings, athletic and auxiliary facilities; and for additions and improvements to or modernization or reconstruction of existing school buildings or facilities; and to equip all buildings to be constructed, erected, improved, modernized, or reconstructed; and for doing any and all things necessary, proper or expedient in connection therewith.

FOR

QUESTION C  
BOND ISSUE  
COMMUNITY AND ECONOMIC DEVELOPMENT LOAN - \$36,000,000

AGAINST

Ordinance No. 22-157 to authorize the Mayor and City Council of Baltimore to borrow up to \$36,000,000 to be used for, or in connection with, planning, developing, executing and making operative the community, commercial, and industrial economic development programs of the Mayor and City Council of Baltimore; the development or redevelopment, including, but not limited to, the comprehensive renovation or rehabilitation of any land or property, or any rights or interests therein herebefore mentioned, in the City of Baltimore; and the disposition of land and property for such purposes; the elimination of unhealthful, unsanitary, or unsafe conditions, lessening density, eliminating obsolete or other uses detrimental to the public welfare or otherwise removing or preventing the spread of blight or deterioration in the City of Baltimore; the creation of healthy, sanitary, and safe, and green conditions in the City of Baltimore; and authorizing loans and grants therefore; making loans and grants to various projects and programs related to growing businesses in the City; attracting and retaining jobs; providing homeownership incentives and home repair assistance; authorizing loans and grants to various projects and programs related to improving cultural life and promotion of tourism in Baltimore City and the lending or granting of funds to any person or other legal entity to be used for or in connection with the rehabilitation, renovation, redevelopment, improvement or construction of buildings and structures to be used or occupied for residential or commercial purposes; and for doing any and all things necessary, proper or expedient in connection therewith.

FOR

QUESTION D  
BOND ISSUE  
PUBLIC INFRASTRUCTURE LOAN - \$72,000,000

AGAINST

Ordinance No. 22-156 to authorize the Mayor and City Council of Baltimore to borrow up to \$72,000,000 to be used for the development of public infrastructure owned or controlled by the Mayor and City Council of Baltimore and the Enoch Pratt Free Library and for the construction and development of streets, bridges, courthouses, City buildings and facilities and related land, property buildings, structures or facilities, for acquisition and development of property buildings owned and controlled by the Mayor and City Council of Baltimore and the Enoch Pratt Library and public park or recreation land, property, buildings, structures or facilities including the acquisition of such by purchase, lease, condemnation or other legal means; for the construction, erection, renovation, alteration, reconstruction, installation, improvement and repair of existing or new buildings, structures, or facilities to be or now being used by or in connection with the operations, function and activities of the Mayor and City Council of Baltimore, the Enoch Pratt Free Library, public parks and recreational programs; for the construction and development of streets, bridges, courthouses, city office buildings, police stations, fire stations, solid waste facilities, information technology, and public park and recreational and related land, property and buildings; for the acquisition and installation of trees, for tree planting programs and for the equipping of any and all existing and new buildings, structures, and facilities authorized to be constructed, renovated, altered or improved by this Ordinance; and for doing any and all things necessary, proper or expedient in connection therewith.

Board of Finance of the City of Baltimore  
Brandon M. Scott, Mayor and President  
Bill Henry, Comptroller and Member  
Frederick W. Meier, Member  
Arnold Williams, Member  
Robert Shelton, Member  
Jennell A. Rogers, Chief, Bureau of Treasury Management  
Baltimore Sun  
October 25  
7290791

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-22-004063

ORDER OF PUBLICATION

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY

35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014

Plaintiff

v.

WESLEY GIBSON 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: 4233 Sheldon Ave Cert No.: 372119 Lot Size: 15-9X97-6 Ward: 26 Section: 40 Block: 5928 Lot: 044

Ass'd to: Augustine Gibson and Wesley Gibson

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: 4233 Sheldon Ave Cert No.: 372119 Lot Size: 15-9X97-6 Ward: 26 Section: 40 Block: 5928 Lot: 044 Ass'd to: Augustine Gibson and Wesley Gibson  
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 30th day of September, 2022, 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 29th day of November, 2022, 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 Myshala Middleton  
Judge's Signature appears on the original document

004063

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-22-004064

CUST FIG SERIES HOLDINGS,  
LLC FBO SEC PTY

35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014

Plaintiff

v.

THOMAS L. WHEEDON 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: 1932 Sponson St Cert No.: 372238 Lot Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011

Ass'd to: Thomas L. Wheedon

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: 1932 Sponson St Cert No.: 372238 Lot Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011 Ass'd to: Thomas L. Wheedon  
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 30th day of September, 2022, 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 29th day of November, 2022, 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 Myshala Middleton  
Judge's Signature appears on the original document

004064

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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-22-004039

CUST FIG SERIES HOLDINGS  
LLC FBO SEC PTY

35 Fulford Avenue, Suite 203  
Bel Air, Maryland 21014

Plaintiff

v.

THE ESTATE, PERSONAL REPRESENTATIVE, AND TESTATE AND INTESATE SUCCESSORS OF KATHERINE M. JAMES, DECEASED, AND ALL PERSONS CLAIMING BY, THROUGH, OR UNDER KATHERINE M. JAMES AND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND ARNOLD A. SHEETZ, TRUSTEE 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: 0722 Linnard St Cert No.: 369045 Lot Size: 20X82-6 Ward: 16 Section: 18 Block: 2504 Lot: 012

Ass'd to: Katherine M. James

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: 0722 Linnard St Cert No.: 369045 Lot Size: 20X82-6 Ward: 16 Section: 18 Block: 2504 Lot: 012 Ass'd to: Katherine M. James  
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 3rd day of October, 2022, 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 2nd day of November, 2022, 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 Myshala Middleton  
Judge's Signature appears on the original document

MARILYN BENTLEY  
MARILYN BENTLEY, CLERK  
004039

NOTICE OF PUBLIC SALE

Self Storage Cube contents will be sold for cash by CubeSmart Management, LLC at 7025 Kt Kat Rd, Elkridge, MD 21075 to satisfy a lien for rental on November 1st, 2022 at approx. 11am at www.storagecubeares.com

7315079

NOTICE OF PUBLIC SALE

Self-storage Cube contents will be sold for cash by CubeSmart Asset Management, LLC as Agent for the Owner 9199 Red Branch rd, Columbia, MD, 21045 to satisfy a lien for rental on 11/01/2022 at approx. 11am at www.storagecubeares.com

7306173

Extra Space Storage will hold a public auction at the location indicated: 5910 Moravia Road, Baltimore, MD 21206 on November 3, 2022 at 1:00pm. Units: 490. The auction will be listed and advertised on www.storagecubeares.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.  
10/25/22 7315144

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REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including 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, Nov. 29, 2022. Bids shall be received electronically at www.epylon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, at the CSIU, 90 Lawton Lane, Millersville, PA 17347. However, in the case of an emergency, or, in the CSIU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via teleconference or video conference. Interested bidders must register to access and secure the bid documents online at www.epylon.com. There is no charge to register. Bids will be received under the following request for bids: PEPPM 2023 Apple 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.  
10/18, 10/25 & 11/1 7307856

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AUTO AUCTION

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**NOV. 3rd**

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**HONDA CIVIC**  
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VIN#: 19XFC2F70GE246372  
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Cohen & Forman, LLC  
30 E. Padonia Road - Suite 500, Timonium, MD 21093

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**BRICK TOWNHOMES**  
To Be Offered Individually & As An Entirety

Sale to Be Held  
**COURTHOUSE STEPS**  
Circuit Court for Baltimore City  
111 N. Calvert Street 21202  
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**AT 10:00 A.M.**

420 N. Belnord Avenue, "McElderry Park", 21224  
721 N. Belnord Avenue, "Madison-Eastend", 21205  
605 N. East Avenue, "Ellwood Park-Monument", 21205  
3301 Elmora Avenue, "Four by Four", 21213  
702 N. Lakewood Avenue, "Madison-Eastend", 21205  
3403 Lyndale Avenue, "Four by Four", 21213  
3409 Lyndale Avenue, "Four by Four", 21213  
3908 Mount Pleasant Avenue, "Baltimore Highlands", 21224  
514 N. Rose Street, "McElderry Park", 21205

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Baltimore, MD 21202

**GUARDIAN'S AUCTION**  
\$50,000 Suggested Opening Bid

**TOWSON**  
**"Ridgeleigh"**  
Brick, Porchfront  
**SEMI-DETACHED HOME**  
2 Bedrooms + 1.5 Baths  
- Renovation Needed -

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**AT 11:00 A.M.**

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THE BALTIMORE SUN MEDIA GROUP

Bridge Play Frank Stewart

Wendy, my club's feminist, believes that God created Adam and said, "I can do better than that." Cy the Cynic is a shameless chauvinist. The two are relentless adversaries. "I can define a bachelor," Wendy told me: "a man who has missed his chance to make some woman miserable. Cy is trying to compensate by making me miserable." Cy and Wendy were East-West in a penny game, and she led a high diamond against 3NT. South won with the ten and passed the nine of hearts. The Cynic took the queen and switched to a low club: ten, jack, king. He won the next heart and led another low club, but South won with the nine and had nine tricks.

SPADE LEAD  
"Lead a spade and we beat it," Cy told Wendy. "We might beat it anyway if you would ever learn to send a woman when you want a job done," Wendy snarled. When Cy takes the queen of hearts, he must lead the queen of clubs. If South wins, Cy creates an entry for Wendy's jack, letting her lead a spade and give the defense five tricks.

DAILY QUESTION  
You hold: ♠ K J 9 ♥ K J 10 6 5 ♦ A Q 6 ♣ K 2. You are the dealer. North in today's deal opened one heart. Do you agree or would you open 1NT?

ANSWER: I agree, not because I am reluctant to suppress the five-card major suit (although some experts would refuse to do so) but because the hand is too strong, assuming a 1NT range of 15 to 17 points. The hand has a good five-card suit and prime values. If partner responds in a suit, jump in notrump next.

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North dealer  
N-S vulnerable

NORTH

♠ K J 9  
♥ K J 10 6 5  
♦ A Q 6  
♣ K 2

WEST

♠ 7 3 2  
♥ 7  
♦ 9 8 7 5 3 2  
♣ J 7 4

EAST

♠ A Q 6 4  
♥ A Q 4 2  
♦ 4  
♣ Q 6 5 3

SOUTH

♠ 10 8 5  
♥ 9 8 3  
♦ K J 10  
♣ A 10 9 8

North

1 ♥  
2 NT

East

Pass  
Pass

South

1 NT(!)  
3 NT

West

Pass  
All Pass

Opening lead — ♦ 9

the new york times crossword

ACROSS

1 A little bit of everything?  
5 Growth in an aquatic bloom  
9 The "A" of the ABC Islands  
14 Shoestring  
15 Hit, as with snowballs  
16 Drink slowly  
17 Verbal disapproval of a boy king?  
19 Beyond repair  
20 Not together  
21 Participate in a playground "contest"  
23 U.F.O. pilots  
24 Call again  
26 Fragrant conifer  
28 Food for a sturdy Chinese dog?  
33 Accolades presented in Nashville, for short  
36 Expression of contempt  
37 Hurl  
38 Megan Thee Stallion's "Girl Summer"  
39 Ushered out  
42 Pen tip  
43 Lack of joie de vivre  
45 Common "wardrobe malfunction"  
46 Puts two and two together, e.g.  
47 Conference call for Mazda's marketing team?  
51 Less tanned, say  
52 Revenue minus costs  
56 Prefix with chemistry  
58 Shake an Etch A Sketch, say

DOWN

61 Actress Kaley  
62 Put two and two together, e.g.  
64 Glutes developed while dancing at the Moulin Rouge?  
66 Martial art with bamboo swords  
67 Jar toppers  
68 Tropical root vegetable  
69 Consumed  
70 Animated princess voiced by Idina Menzel  
71 Staked, as a vampire  
1 Spot for some sacraments  
2 Neutral tone  
3 Group of eight  
4 Standards for measuring  
5 Like the name Bell for the inventor of the telephone  
6 "It's a date!"  
7 Overabundance  
8 Email action with a paper clip icon  
9 Tried to find a reason  
10 Coastal inlet  
11 Advantage, so to speak  
12 Boxing match  
13 Uninvited  
18 Picnic guests  
19 Four-letter member of the Four Corners  
22 \_\_\_ Speed-wagon  
25 Brain section  
27 Part of 10-J-Q-K-A  
29 Stack of bills  
30 Bracelet dangler

By Rebecca Goldstein and Rachel Fabi

31 "The Art of Love" poet

32 Productions of Spider-Man

33 French word in many bistro names

34 Lead-in to syllabic or chromatic

35 Not even once

39 Tina Fey's "30 Rock" role

40 Musical set in Oz, with "The"

41 Per person

44 Thurman of "The Producers"

46 Dollars and cents, e.g.

48 Anthem contraction

49 All-seeing being

50 Mammal made from the first four letters of 49-Down

53 Central

54 "You've got a friend in me"

55 As of yet

56 Go 10+ miles in a triathlon, say

57 "The faintest" thing

59 Take to the seas

60 Termini

63 Praiseful poem

65 Local produce org.

ANSWER TO YESTERDAY'S PUZZLE												
ATLAS	ALA	TOM	PHONE	IRAS	DOPE	PENNE	CASH	BONUS	LIEU	DEBT	IWISH	ERRATIC
LIAR	AT	STAKE	SHAPE	EONS	OVID	PATHS	ADO	HAITI	ARMY	OMEN	ASSET	MESSUPS
EPIC	ISTO	ARRIVES	ALICE	CARE	EAVE	CON	ARTIST	ANNEX	EVIL	BATH	SCENT	SET
ALI	ALI	PESTS										

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**SUBSTITUTE TRUSTEES' SALE  
OF REAL PROPERTY AND  
ANY IMPROVEMENTS THEREON**

**2625 ARTHUR AVE.  
SYKESVILLE, MD 21784**

Under a power of sale contained in a certain Deed of Trust dated January 27, 2004, recorded in Liber 3865, Folio 299 among the Land Records of Carroll County, MD, with an original principal balance of \$155,000.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**NOVEMBER 4, 2022 AT 10:50 AM**

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

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

Terms of Sale: A deposit of \$11,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due to the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer, ground rent and front foot benefit charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes shall be paid by Purchaser. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. Sub. Trustees will convey either marketable or insurable title. If they cannot deliver one or the other, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is return of the deposit without interest. BIDDERS ARE STRONGLY ENCOURAGED TO FOLLOW CDC GUIDANCE AND WEAR A COVER OVER BOTH NOSE AND MOUTH AND PRACTICE SOCIAL DISTANCING AT THE AUCTION. (Matter No. 355924-1)

PLEASE CONSULT [WWW.ALEXCOOPER.COM](http://WWW.ALEXCOOPER.COM) FOR STATUS OF UPCOMING SALES

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Substitute Trustees

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43-A Oct. 18, 25, Nov. 1 7308530

CARROLL COUNTY

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**SUBSTITUTE TRUSTEES' SALE  
OF REAL PROPERTY AND  
ANY IMPROVEMENTS THEREON**

**677 ARBOR DR.  
WESTMINSTER, MD 21158**

Under a power of sale contained in a certain Deed of Trust dated November 21, 2005, recorded in Liber 4681, Folio 664 among the Land Records of Carroll County, MD, with an original principal balance of \$450,400.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**NOVEMBER 4, 2022 AT 10:52 AM**

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

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

Terms of Sale: A deposit of \$35,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due to the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer, ground rent and front foot benefit charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes shall be paid by Purchaser. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. Sub. Trustees will convey either marketable or insurable title. If they cannot deliver one or the other, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is return of the deposit without interest. BIDDERS ARE STRONGLY ENCOURAGED TO FOLLOW CDC GUIDANCE AND WEAR A COVER OVER BOTH NOSE AND MOUTH AND PRACTICE SOCIAL DISTANCING AT THE AUCTION. (Matter No. 344083-1)

PLEASE CONSULT [WWW.ALEXCOOPER.COM](http://WWW.ALEXCOOPER.COM) FOR STATUS OF UPCOMING SALES

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43-B Oct. 18, 25, Nov. 1 7308544

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Laurel, MD 20707 [www.mwc-law.com](http://www.mwc-law.com)

**SUBSTITUTE TRUSTEES' SALE  
OF IMPROVED REAL PROPERTY**

**7032-7036 WOODBINE RD.  
WOODBINE, MD 21157**

Under a power of sale contained in a certain Deed of Trust from Thomas Cugle, dated February 23, 2015 and recorded in Liber 7900, folio 286 among the Land Records of Carroll County, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**NOVEMBER 18, 2022 AT 9:45 AM**

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Carroll County, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a dwelling.

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

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$22,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Carroll County, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 5% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, and front foot benefit charges, if applicable, to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes (including agricultural transfer taxes, if applicable), and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #18-601612).

Laura H. G. O'Sullivan, et al.,  
Substitute Trustees

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**SUBSTITUTE TRUSTEES' SALE  
OF IMPROVED REAL PROPERTY**

**5726 OKLAHOMA RD.  
ELDBERSBURG, MD 21784**

Under a power of sale contained in a certain Deed of Trust from Maureen E. Overman and William M. Overman, Jr., dated December 3, 2004 and recorded in Liber 4240, folio 525 among the Land Records of Carroll County, MD, default having occurred under the terms thereof and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**NOVEMBER 4, 2022 AT 10:40 AM**

ALL THAT FEE SIMPLE LOT OF GROUND AND THE IMPROVEMENTS THEREON situated in Carroll County, Maryland and more fully described in the aforesaid Deed of Trust. The property is improved by a dwelling.

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

Terms of Sale: A deposit in the form of cashier's or certified check, or in such other form as the Substitute Trustees may determine, at their sole discretion, for \$9,000 at the time of sale. If the noteholder and/or servicer is the successful bidder, the deposit requirement is waived. Balance of the purchase price is to be paid within fifteen (15) days of the final ratification of the sale by the Circuit Court for Carroll County, Maryland. Interest is to be paid on the unpaid purchase price at the rate of 6.15% per annum from date of sale to the date the funds are received in the office of the Substitute Trustees, if the property is purchased by an entity other than the noteholder and/or servicer. If payment of the balance does not occur within fifteen days of ratification, the deposit will be forfeited and the property will be resold at the risk and cost of the defaulting purchaser. There will be no abatement of interest due from the purchaser in the event settlement is delayed for any reason. Taxes, ground rent, water rent, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, and front foot benefit charges, if applicable, to be adjusted for the current year to the date of sale, and assumed thereafter by the purchaser. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Cost of all documentary stamps, transfer taxes (including agricultural transfer taxes, if applicable), and all settlement charges shall be borne by the purchaser. If the Substitute Trustees are unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit to the purchaser. Upon refund of the deposit, the sale shall be void and of no effect, and the purchaser shall have no further claim against the Substitute Trustees. Purchaser shall be responsible for obtaining physical possession of the property. The purchaser at the foreclosure sale shall assume the risk of loss for the property immediately after the sale. (Matter #22-600945).

Laura H. G. O'Sullivan, et al.,  
Substitute Trustees

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43-C Oct. 18, 25, Nov. 1 7308561

LEGAL NOTICES

**REQUEST FOR BIDS**

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register. Bids will be received under the following request for bids: PEPPM 2023 Apple 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](http://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. 10/18, 10/25 & 11/1 7307856

ANYONE KNOWING THE WHEREABOUTS OF JERLYN MILES, PLEASE CONTACT ATTORNEY SHERYL M. HOWARD IN NEW ORLEANS, LA AT 504-715-3096. 10/31, 11/1, 11/2 7317584

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**SUBSTITUTE TRUSTEES' SALE  
OF REAL PROPERTY AND  
ANY IMPROVEMENTS THEREON**

**4028 HANOVER PIKE  
F/K/A 4104 HANOVER PIKE  
MANCHESTER, MD 21102**

Under a power of sale contained in a certain Deed of Trust dated May 17, 2006, recorded in Liber 4901, Folio 269 among the Land Records of Carroll County, MD, with an original principal balance of \$277,500.00, default having occurred under the terms thereof, the Sub. Trustees will sell at public auction at the Circuit Court for Carroll County, at the Old Court House Door, East entrance (Willis Street), Westminster, MD 21157, on

**NOVEMBER 18, 2022 AT 9:35 AM**

ALL THAT FEE SIMPLE LOT OF GROUND, together with any buildings or improvements thereon located in Carroll County, MD and more fully described in the aforesaid Deed of Trust. Tax ID #06-020038.

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

Terms of Sale: A deposit of \$24,000 in the form of certified check, cashier's check or money order will be required of the purchaser at time and place of sale. Balance of the purchase price, together with interest on the unpaid purchase money at the current rate contained in the Deed of Trust Note from the date of sale to the date funds are received by the Sub. Trustees, payable in cash within ten days of final ratification of the sale by the Circuit Court. There will be no abatement of interest due to the purchaser in the event additional funds are tendered before settlement. TIME IS OF THE ESSENCE FOR THE PURCHASER. Adjustment of all real property taxes, including agricultural taxes, if applicable, and any and all public and/or private charges or assessments, to the extent such amounts survive foreclosure sale, including water/sewer, ground rent and front foot benefit charges, to be adjusted to date of sale and thereafter assumed by purchaser. Purchaser is responsible for any recapture of homestead tax credit. All transfer taxes and recordation taxes shall be paid by Purchaser. The purchaser shall be responsible for the payment of the ground rent escrow, if required. Condominium fees and/or homeowners association dues, if any, shall be assumed by the purchaser from the date of sale. Purchaser is responsible for obtaining physical possession of the property, and assumes risk of loss or damage to the property from the date of sale. The sale is subject to post-sale audit of the status of the loan with the loan servicer including, but not limited to, determination of whether the borrower entered into any repayment agreement, reinstated or paid off the loan prior to the sale. In any such event, this sale shall be null and void, and the Purchaser's sole remedy, in law or equity, shall be the return of the deposit without interest. If purchaser fails to settle within ten days of ratification, subject to order of court, purchaser agrees that property will be resold and entire deposit retained by Sub. Trustees as liquidated damages for all losses occasioned by the purchaser's default and purchaser shall have no further liability. The defaulted purchaser shall not be entitled to any surplus proceeds resulting from said resale even if such surplus results from improvements to the property by said defaulted purchaser. Sub. Trustees will convey either marketable or insurable title. If they cannot deliver one or the other, or if ratification of the sale is denied by the Circuit Court for any reason, the Purchaser's sole remedy, at law or equity, is return of the deposit without interest. BIDDERS ARE STRONGLY ENCOURAGED TO FOLLOW CDC GUIDANCE AND WEAR A COVER OVER BOTH NOSE AND MOUTH AND PRACTICE SOCIAL DISTANCING AT THE AUCTION. (Matter No. 318484-3)

PLEASE CONSULT [WWW.ALEXCOOPER.COM](http://WWW.ALEXCOOPER.COM) FOR STATUS OF UPCOMING SALES

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**IN THE CIRCUIT COURT FOR  
BALTIMORE COUNTY, MARYLAND CIVIL DIVISION**

Case No. C-03-CV-22-004080

FNA DZ, LLC

vs.

DOROTHY E. MOONEY, Krystyne Lyn Mooney, ESTATE OF ANTOINETTE PAC, BALTIMORE COUNTY, Maryland, AND All persons having or claiming to have any interest in the property and premises situate, described as:

BALTIMORE COUNTY, described as follows: Tax Account No 1516001575, 2320 RUTH AVE, LT 40,41,42 PT 43.

Defendants

**ORDER OF PUBLICATION**

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in BALTIMORE COUNTY, Maryland, sold by the Collector of Taxes for BALTIMORE COUNTY and the State of Maryland to the Plaintiff in this proceeding:

BALTIMORE COUNTY, described as follows: Tax Account No 1516001575, 2320 RUTH AVE, LT 40,41,42 PT 43.

The Complaint states, among other things, that the amounts necessary for redemption have not been paid.

It is therefore upon this 18th of October, 2022 by the Circuit Court for BALTIMORE COUNTY, Maryland, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in BALTIMORE COUNTY, Maryland, once a week for 3 successive weeks, warning all persons interested in the property to appear in this Court by the 21st day of December, 2022, and redeem the property herein described and answer the complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

Judge Keith R. Truffer  
Entered: Clerk, Circuit Court for  
Baltimore County, MD  
(10/20/2022)

004080

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State of New Jersey,) ss  
County of Middlesex)

DARIAN ALEXANDER being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that Times of Trenton is a public newspaper, with general circulation in Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, and Somerset Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**Times of Trenton 10/18, 10/25, 11/01/2022**

Principal Clerk of the Publisher

Sworn to and subscribed before me this 8th day of November 2022

Notary Public



#### REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

- PEPPM 2023 Apple Bid.

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

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

10/18, 10/25, 11/1/22

THE TIMES

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## bids

### City of Orange Township

#### Notice to Bidders Bid

NOTICE TO BIDDERS is hereby given that sealed Bids are invited and will be received as set forth herein.

**OWNER:** City of Orange, Essex County, New Jersey

**PROJECT TITLE:** Highland Ave Train Station Renovation Project - Federal Project Number HSP-0638300CON and Job Code Number 6105307

**DATE AND TIME OF BID OPENING:** November 10, 2022 at 2:00pm

**REQUIRED BID DOCUMENT RESPONSE:** One Original one Copy, and one USB drive

**GENERAL DESCRIPTION OF PROJECT:**

Project consists of Federal Project Number HSP-0638300CON and Job Code Number 6105307. The project entails but is not limited to the environmental remediation of the lower level below Train Station and interior at benches, complete renovation of interior East Bound Structure to include general building, mechanical, electrical, plumbing, fire protection, etc. Project involves the preservation of historic related features within the male and female restroom, Public Space 1 & 2, and Main Gallery. Project is 2,058 square feet of net heated interior space and an estimated 4,811 square feet of exterior platform and sidewalk, repair and/or clearing. The exterior facade will be cleaned with new windows, and new same kind historic doors installed.

Contractor to provide temporary safety barriers to allow continued ridership access to station platform egress and ingress for duration project or until appropriate agencies have issued final certificate of occupancy by such inspectors or required final release of facility to the City of Orange Township.

Project Duration: Contractor will have 730 (seven hundred thirty) calendar days from issuance of Notice to Proceed (NTP) to complete and obtain certificate of occupancy. Calendar days are considered seven (7) days Monday thru Sunday 8:00am to 5:00pm, including Federal holidays.

**ADDRESS FOR SUBMITTING BIDS:** City of Orange Township, 29 North Day Street, Orange, NJ 07050 in Public Works and Engineering Department located in room 304 on the 3rd floor. All bids must be submitted no later than 2:00pm on November 10, 2022. The City of Township is not responsible for late delivery by the United States Postal Service or any other carrier. Both Hand and Mail Delivered Bid packages must be submitted directly to Public Works Engineering Department located in room 304 on the 3rd floor.

**ARCHITECT NAME AND ADDRESS:** Neighborhood Planning and Architectural Design, Inc. (NPAD) 132 South Harrison Street, Suite 200, Mail Box 1, East Orange, NJ 07018

**ATTN:** Roland Whitley Phone 973-476-1595

**ARCHITECT'S PHYSICAL ADDRESS:** NPAD Same as above

**EXAMINATION OF CONTRACT DOCUMENTS:**

Contract Documents may be examined via City of Orange Township with limited access on Monday through Friday, except legal holiday, from 9:00AM to 4:00PM, only at the City of Orange Township Public Works Department 29 North Day Street, room 304 3rd floor, Orange, NJ 07050. Access is based on COVID-19 Protocol's enforced by the City of Orange Township at time of Examination of Contract Documents.

**OBTAINING CONTRACT DOCUMENTS:**

Contractor must send a "Request for Bid Package" to info@npad-inc.com (Architect's email address) and include in Subject Line "Request for Bid Package". Architect Office will forward the entire bid package via email only to the address provided. The contractor is solely responsible for requesting and providing correct email for Architect's office to forward bid package. Contractor is responsible for any printing of material at no additional expense to client if awarded the project.

**REQUEST FOR CLARIFICATION OR QUESTIONS:**

Contractor must submit all request for clarification and questions to info@npad-inc.com (Architect's email address) and include in Subject Line "Request for Clarification or Questions". All such inquiries shall be submitted on October 28, 2022 before 5:00pm. All responses will be provided in one response to each respective bidder with a required addendum signature to be submitted with bid.

### City of Orange Township

#### Notice to Bidders Bid

#### BID SECURITY

The bidder must enclose in specially addressed and sealed envelope indicating the Project Name and Number along with a certified check drawn to order of the City of Orange Township or a Bid Security (Bond) is required in an amount of not less than ten percent (10%) of the total amount of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00) as set forth in N.J.S.A. 40A:11-21.

#### CONSENT OF SURETY

Certificate from a Surety Company is required indicating consent to be bound as surety and guarantor for performance required under the Contract Documents.

#### BID SUBMISSION PROCEDURES

Bids must be submitted on the Bid Form contained in the Contract Documents and must be enclosed in a sealed envelope plainly marked on the outside with the name of project and the name and address of the Bidder. The Bid must be delivered to the Owner prior to bid opening at the above address for submitting Bids. All bids must include a USB drive with all documents merged into one PDF format file. The PDF file's name should include the contractor's name and Federal

Project Number HSP-0638300CON within the name of the PDF file. LATE bids will not be accepted.

#### CONTRACTOR REGISTRATION

Bidders are required to be registered by the New Jersey Department of Labor at the time bids will be received by the Project Owner pursuant to the Public Works Contractor Registration Act (P.L. 2003, c. 91, N.J.S.A. 34:11-56.51) Effective September 1, 2004. Bidders are also required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 17:27-1.1, et seq.).

**FAIR AND OPEN PROCESS:** Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq. and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration of award.

#### PUBLIC BID OPENING AND READING

Date: As indicated in Bid Advertisement.

Place: City of Orange Township (City Hall), 29 N Day St, Orange, NJ 07050, Council Chambers, 4th floor.

#### STATUTORY REQUIREMENTS

Bidders are required to comply with applicable statutory requirements set forth in the Contract Documents, including the requirements of N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27-1.1, et seq. (Affirmative Action) and of P.L. 1963, c. 150 (Prevailing Wage) and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.). Bidders are also required to provide a Business Ethics Disclosure Certification as set forth in N.J.S.A. 19:44A-20.8, in addition, effective August 1, 2005, P.L. 2005 c. 47 authorized a new form of change order called "Value Engineering Construction Change Orders" for certain construction contracts. Please review these specifications to determine if this bid will involve this new form of change order. The Contract governing this work is partially funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis-Bacon Act is applicable to the contracted work. Accordingly, the Contractor must abide by the provisions of the Federal Labor Standards, which are included as part of the conditions of the Contract.

#### REJECTION OF BIDS

The City of Orange reserves the right to reject any or all bids, or to waive any bid defect where such defect is not detrimental to the best interest of City of Orange and fairness of the bidding process. This right is also reserved to increase or decrease the quantities specified in the manner designated in the Contract Documents.

BY THE ORDER OF THE CITY OF ORANGE, Essex County, New Jersey

Dwayne D. Warren, Esq.

Mayor

Marty Mayes, CFR, SRMP, CPWM

Director of Public Works Engineering

(973) 952-6078

10/27/22 - 10/27/22

THE TIMES

\$2,636.55

October 12, 2022

PUBLIC NOTICE

**ADVERTISEMENT FOR BIDS:** Notice is hereby given that sealed bids will be received by the PARKING AUTHORITY CITY OF TRENTON for the "Trenton Parking Authority for Winter 2022 - 2025 Snow Removal Services". Bids will be opened and read in public at the Office of the Parking Authority City of Trenton, 110-116 North Warren Street, Trenton, NJ 08608 on Wednesday, October 25, 2022 at 1:00 P.M. prevailing time. A non-mandatory pre-bid meeting will be held on Thursday, October 21, 2022 at 1:00 P.M. prevailing time, at the offices of the Trenton Parking Authority. The work includes the furnishing of all labor, material and equipment necessary or required to complete all work set forth in these Specifications. The work consists of snow removal services at various TPA facilities.

Specifications and forms of bid for the proposed work may be inspected by prospective bidders during regular business hours beginning Friday, November 5, 2017 at the offices of the Owner, Trenton Parking Authority, 16 East Hanover St. Trenton, NJ 08608, (609) 393-3469, as well as at the office of the Owner's Agent, Albert Garlati Construction Co., Inc., 401 Cleveland Ave., Highland Park, NJ 08904, (732) 545-5774/5. A copy of the Specifications and forms of bid can be obtained on our website TPAN.com for a document fee of \$0.00, by submitting an email request to the Authority at trentonparking@tpa.com. An additional \$25.00 fee is required for mailing of bid documents. Bids may be submitted by hand delivery or by mail, provided all bids must be made on the standard Proposal Form in the manner designated therein, must include all required information and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to The Parking Authority City of Trenton, 16 East Hanover St., Trenton, NJ 08608. The signed Proposal forms must be delivered to the place on or before the hour named above. All bids shall remain sealed until opened at the time scheduled for the opening of bids set forth above. The Parking Authority shall review the bid results and determine whether to award a contract by vote of the Commissioners at a meeting to be conducted not less than 30 days following the bid opening. The successful bidder must sign the contract within (10) days after the Notice of Award or forfeit its bid security. Bidders are required to comply with all statutory requirements for public contracting, in accordance with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. This project shall be bid as a single BASE BID (lump sum), with Two (2) ADD-ALTERNATE BIDS for extensions of the contract term. No bidder may withdraw its

bid for 60 calendar days after the opening. The Parking Authority reserves the right to reject any or all Proposals, in whole or in part, or to make awards to such bidder who, in the judgment of the Parking Authority City of Trenton submits the most advantageous, conforming bid and to waive such informalities as may be permitted by law.

TRENTON PARKING AUTHORITY REQUEST FOR PROPOSAL SNOW PLOWING & REMOVAL 2022-2025

10/25/22 10:44:35 43:48:10 50:31 54:35/22 THE TIMES \$429.30

#### REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m. Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epron.com](http://www.epron.com). Bids will be publicly opened and read aloud at 3 p.m. Eastern Time, Tuesday, Nov. 29, 2022 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.epron.com](http://www.epron.com). There is no charge to register.

Bids will be received under the following request for bids.

- PEPPM 2023 Apple Bid

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

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

10/18/2025 - 11/1/22 THE TIMES \$92.34

#### NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on November 16, 2022, at 12:00 NOON (prevailing time), electronic proposals must be submitted in the Mercer County Department of Human Services Request for Proposals portal for

2023 Eye Movement Desensitization and Reprocessing (EMDR) Basic Training

Specifications and instructions to bidders may be obtained at the Request for Proposals portal at: <https://countyofmercer.smapply.io/rfp/2023-eye-movement-desensitization-and-reprocessing-basic-training>, the Mercer County Division of Mental Health, or on the County website at <http://www.mercercounty.org/departments/human-services/rfp>.

#### NOTE:

Any proposal document received after the deadline established by the Department of Human Services will not be accepted, regardless of the method of delivery.

Addenda will be issued on the website and within the RFP portal; therefore, all interested respondents shall check both the website and the portal from now through the proposal opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.).

COUNTY OF MERCER, NEW JERSEY

10/26/22 THE TIMES \$29.16

#### NOTICE

ROWAN COLLEGE AT BURLINGTON COUNTY

CANCELLATION OF RECEIPT OF PROPOSALS FOR HARTFORD ROAD DEMOLITION PROJECT FOR ROWAN COLLEGE AT BURLINGTON COUNTY

NOTICE IS HEREBY GIVEN that the receipt of proposals for the Hartford Road Demolition Project for Rowan College at Burlington County (RFB # 23-03-B) advertised on September 27, 2022 is hereby cancelled for the purpose of revising the specifications due to a change in scope and no proposals are to be received at this time.

Matt Farr

Chief Operating Officer

10/25/22 THE TIMES \$12.96

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## homes

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**Cream Ridge, Monmouth County**  
Professional center Rt. 539, Major hwy,  
5 room office, 1100 SF, Util. included.  
Ideal location.  
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## legal advertising

## bids

### REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, at the CSIU, 90 Lawton Lane, Milton, PA 17047. 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids.

#### PEPPM 2023 Apple Bid.

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

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

THE TIMES \$72.34  
10/18, 10/25, 11/1/22  
intention to submit quote for  
Professional Audit Services

(Advertisement Start Date Monday, October 31, 2022)

The Mercer County Board of Social Services, located at 200 Woolverton Street in Trenton, New Jersey will accept quotes (proposals) from certified public accounting firms with a license to do business in the State of New Jersey, that are interested in providing audit services of the financial statements of the Mercer County Board of Social Services. The audit must be performed in accordance with Auditing Standards Generally accepted in the United States of America.

Selected firms will be expected to negotiate a one (1) year contract to include calendar year 2023. Mercer County Board of Social Services calendar year is January 1 to December 31.

Mercer County Board of Social Services reserves the right to decide the number of firms selected and the division of duties during the selection process. The Mercer County Board of Social Services retains the right to, at any time, adjust, or modify such retention, division of duties, and terms of engagement.

Submittals will be accepted before 3:00PM, Monday, November 21st, 2022 by:

Jacquelyn Ferrante,  
Paralegal Specialist  
Legal Department  
Mercer County Board of Social Services  
200 Woolverton Street, P.O. Box 1450  
Trenton, New Jersey 08650-2099

Quotes (proposals) received after 3:00PM, Monday, November 21st,

### NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on November 2, 2022 at 11:30 A.M. (Prevaling time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 17:27-1.1 et seq. on BidNet Direct at <https://www.bidnetdirect.com/new-jersey/mercercounty> at which time and place the sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDevitt Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

CC2022-14

CONSULTANT SERVICES FOR A DESIGN AND MANAGEMENT OF A LONG-RANGE PLANNING PROCESS AND COMPANION ACTION PLAN FOR THE MERCER COUNTY DIVISION OF CULTURE & HERITAGE

Specifications and proposal forms can be obtained through BidNet Direct at <https://www.bidnetdirect.com/new-jersey/mercercounty> or in Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.

#### BID/PROPOSAL SUBMISSIONS

Bids can be submitted electronically on the e-procurement platform through BidNet Direct at <https://www.bidnetdirect.com/new-jersey/mercercounty>. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2. No physical bids shall be received, opened or honored.

#### BID OPENING INFORMATION

Webinar link/password will be posted in a timely manner for the Live-Stream of opening a couple days before the bid opening date. During the bid opening process, the bidders will be announced as well as bid amounts. A bid review providing unit prices will not take place at the opening.

#### SCHEDULE

RELEASE  
ALL QUESTIONS BY

November 1, 2022

November 8, 2022 via email to [imaidonado@mercercounty.org](mailto:imaidonado@mercercounty.org)

QUESTIONS RECEIVED AFTER THE DEADLINE WILL HAVE NO BEARING ON THE RFP

November 9, 2022

ADDENDA ISSUED  
PROPOSALS OPENED

November 22, 2022 at 11:30 A.M.

Any Bid Addenda will be issued on the BidNet website <https://www.bidnetdirect.com/new-jersey/mercercounty> and processed in accordance with N.J.S.A. 40A:11-2.3(c)(1). All interested bidders should check the website from now through bid opening.

It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

COUNTY OF MERCER, NEW JERSEY  
Purchasing Department 609 989 6710  
11/1/22 THE TIMES \$58.32

## bids

### ADVERTISEMENT FOR BIDS

Project No. M1522-00 (Re-Bid) -  
Roof Replacement Sykes Cottage  
Location: Vineland Developmental Center,  
1676 East Landis Avenue - Vineland, Cumberland County, NJ

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M. NOVEMBER 15, 2022.  
LOCATION: SYKES BUILDING - VINELAND DEVELOPMENTAL CENTER, 1676 EAST LANDIS AVENUE, VINELAND, NJ 08360

State of New Jersey" is required. Contact Anthony Mangione at [Anthony.Mangione@nj.gov](mailto:Anthony.Mangione@nj.gov) for further information. Mailing address is as follows: Regular Mail (DPMC, P.O. Box 034, Trenton, NJ 08625) or Overnight Mail (DPMC, 33 West State St., 9th Fl., Trenton, NJ 08646).

Bidders must be classified by the Division under N.J.S.A. 52:25-1 et seq. and must submit bid security as provided in Instructions to Bidders and General Conditions, Revised December 2015. No bidder may withdraw his bid for 60 calendar days after the opening. The State

### City of Orange Township Notice to Bidders Bid

NOTICE TO BIDDERS is hereby given that sealed Bids are invited and will be received as set forth herein.

OWNER: City of Orange, Essex County, New Jersey

PROJECT TITLE: Highland Ave Train Station Renovation Project, Federal Project Number HSP-0638200/CON and Job

Code Number 6105307

DATE AND TIME OF BID OPENING: November 10, 2022 at 2:00pm

REQUIRED BID DOCUMENT RESPONSE: One Original, one Copy, and one USB drive

#### GENERAL DESCRIPTION OF PROJECT:

Project consists of Federal Project Number HSP-0638200/CON and Job Code Number 6105307. The project entails but is not limited to the environmental remediation of the lower level below Train Station and interior at Benches, complete renovation of interior East Bound Structure to include general building, mechanical, electrical, plumbing, fire protection, etc. Project involves the preservation of historic related features within the main and female restroom, Public Space 1 & 2, and Main Gallery Project is 2,056 square feet of net heated interior space and an estimated 4,811 square feet of exterior platform and sidewalk repair and/or clearing. The exterior facade will be cleaned with new windows, and new same kind historic doors installed.

Contractor to provide temporary safety barriers to allow continued ridership access to station platform egress and ingress for duration project or until appropriate agencies have issued final certificate of occupancy by such inspectors or required final release of facility to the City of Orange Township.

Project Duration: Contractor will have 730 (seven hundred thirty) calendar days from issuance of Notice to Proceed (NTP) to complete and obtain certificate of occupancy. Calendar days are considered seven (7) days Monday thru Sunday 8:00am to 5:00pm, including Federal holidays.

ADDRESS FOR SUBMITTING BIDS: City of Orange Township, 29 North Day Street, Orange, NJ 07050 in Public Works and Engineering Department located in room 304 on the 3rd floor. All bids must be submitted no later than 2:00pm on November 10, 2022. The City of Township is not responsible for late delivery by the United States Postal Service or any other carrier. Both Hand and Mail Delivered bid packages must be submitted directly to Public Works Engineering Department located in room 304 on the 3rd floor.

#### ARCHITECT NAME AND ADDRESS:

Neighborhood Planning and Architectural Design, Inc. (NPAD)  
132 South Harrison Street, Suite 200, Mail Box 1, East Orange NJ 07018  
ATTN: Roland Whitley, Phone: 973-476-1595

#### ARCHITECT'S PHYSICAL ADDRESS:

NPAD Same as above.

#### EXAMINATION OF CONTRACT DOCUMENTS

Contract documents may be examined via City of Orange Township with limited access on Monday through Friday, except legal holiday, from 9:00AM to 4:00PM, only at the City of Orange Township Public Works Department, 29 North Day Street, room 304 3rd floor, Orange, NJ 07050. Access is based on COVID-19 Protocol's enforced by the City of Orange Township at time of Examination of Contract Documents.

#### OBTAINING CONTRACT DOCUMENTS

Contractor must send a "Request for Bid Package" to: [info@npad-inc.com](mailto:info@npad-inc.com) (Architect's email address) and include in Subject Line "Request for Bid Package". Architect Office will forward the entire bid package via email only to



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



**Cream Ridge, Monmouth County**  
Professional center in 129 Major Hwy.  
5 room office, 1100 SF, full included.  
Ideal location.  
609-758-2300

## ! local advertising

### ! bids

SECTION 01113 - ADVERTISEMENT FOR BIDS  
NOTICE IS HEREBY GIVEN THAT sealed Bids will be received by Hamilton Township School District, Hamilton, NJ 08609 for  
MECHANICAL AND ELECTRICAL UPDATES AT  
GREENWOOD AND LALOR ELEMENTARY SCHOOLS  
GREENWOOD ELEMENTARY SCHOOL  
6065 GREENWOOD ROAD  
Hamilton, NJ 08609  
NJDE State Project No. 3000-3001-01-0000

LALOR ELEMENTARY SCHOOL  
25 Barrt Dwylyn Road  
Hamilton, NJ 08610  
NJDE State Project No. 3000-3001-01-0000

For the  
HAMILTON TOWNSHIP SCHOOL DISTRICT  
90 Park Avenue  
Hamilton, New Jersey 08609  
In accordance with Drawings and Project Manuals, Commission No. 22K023, dated OCTOBER 18, 2022, together with all work incidental thereto as prepared by the SPIELKE ARCHITECTURAL GROUP, INC., 1395 Yachtville Hamilton Square Road, Suite 2A, Hamilton, New Jersey 08609. Sealed bids for the above must be received as a Single Lump Sum Bid by the Hamilton Township School District, Ms. Katherine Athwood, Business Administrator/Board Secretary at the District Administration Building located at 90 Park Avenue Hamilton, NJ 08609 by 2:00 PM, prevailing time on Thursday, November 17, 2022, at which time all bids will be opened and read to the public immediately thereafter. Neither the Owner, nor the Architect will assume any responsibility for bids mailed or misdirected in delivery. No bid may be withdrawn for a period of sixty (60) calendar days from the opening of the bids.

Complete sets of Bidding Documents will be available on Spider's website at [www.spiderco.com/current-bidding/](http://www.spiderco.com/current-bidding/). You will be required to fill out the online contact form to obtain the bid documents. Should you have any questions, please contact the Architect's office at 866-974-7666.

All bidders must use and complete all bid forms provided in the manner designated and must comply with all requirements contained in the Instructions and Specifications. Bids shall be placed in a sealed envelope with the name of the project clearly marked on the front of the envelope and accompanied by a bid guarantee in the form of a Certified Check, Cashier's Check, or Bid Bond in the amount of Ten Percent (10%) of the bid, but not more than \$20,000. No pre-bid conference is scheduled at this time. Bidders who wish to visit the project site in person may do so before or after normal school hours (8:30AM - 3:45PM) and by contacting Mr. John Miranda, Director of Facilities at (609) 631-4173 to schedule an appointment. Due to the special nature of the work involved that can only be seen by an in-depth visitation, bidders are STRONGLY ENCOURAGED to visit the project site as an integral and important element of the bidding process so that all bidders have an equal understanding of the scope of work involved. The successful bidder, and their subcontractors of whatever tier, become bound by, and signatory to, the requirements included in the Bid Documents as they relate to publicly bid projects receiving federal funding.

**SINGLE-OVERALL CONTRACT BID**  
Sealed Bid Proposals shall be received as follows:

The bidder shall be classified by the New Jersey Department of the Treasury, Division of Property Management and Construction (DPMC) in the following trades:

#### CO08 - GENERAL CONSTRUCTION

OR  
CO09 - GENERAL CONSTRUCTION/ALTERATIONS AND ADDITIONS  
CO30 - PLUMBING  
CO32 - HVAC/R  
CO47 - ELECTRICAL

OR  
CO32 - HVAC/R  
CO38 - GENERAL CONSTRUCTION

OR  
CO09 - GENERAL CONSTRUCTION/ALTERATIONS AND ADDITIONS  
CO30 - PLUMBING  
CO47 - ELECTRICAL

Subcontractors must submit the Bid Form of Bid Proposal for Structural Steel Plumbing, Heating Ventilation and Air Conditioning, and/or Electric who perform any work on the Project must be prequalified prior to the submission of bids, pursuant to the State of New Jersey Division of Property Management and Construction (DPMC). Each bid must be accompanied by Affidavit of Contractor's DPMC classification status.

Bidders are required to comply with requirements of N.J.S.A. 10:5-1 et seq. "The Law Against Discrimination" and affirmative action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All bidders and their subcontractors shall be registered with the New Jersey Department of Labor and Workforce Development, pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.43 et seq. Prior to award, bidder must provide a Certificate issued by the New Jersey Department of Labor, pursuant to the Public Works Contractor Registration Act, and a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue for the bidder and all subcontractors (i.e., "named subcontractors") whose prices are included in the Contractor's bid.

Pursuant to P.L. 2009-335 and/or N.J.S.A. 52:22-44 Business Registration of Public Contractors, all bids should include a New Jersey Business Registration of Public Contractor, and all subcontractors, whose prices are included in the Contractor's bid. The Owner reserves the right to reject any or all bids and waive any informality in the bidding process in accordance with the law, if it is in the best interest of the Owner. The Contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all the material respects to the bid requirements. No bid shall be deemed accepted until the adoption of a formal resolution by the Owner.

ISSUES BY ORDER OF: HAMILTON TOWNSHIP SCHOOL DISTRICT  
Hamilton Township, Mercer County, New Jersey  
Ms. Katherine Athwood  
Business Administrator/Board Secretary

END OF SECTION 01113

\$111.24

### ! bids

#### ADVERTISEMENT FOR BIDS

Project No. P1245-00 - Exterior Restoration  
Location: Rockingham Historic Site - 84 Laurel Avenue - Franklin Township (Kingston), Somerset County, NJ

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M. on Wednesday, November 2, 2022, at the ROCKINGHAM HISTORIC SITE, 84 LAUREL AVENUE, FRANKLIN TOWNSHIP (KINGSTON), SOMERSET COUNTY, NJ 08859. CONTACT PERSON: EUGENIE CARDONE VIA OFFICE

der N.J.S.A. 52:25-1 et seq. and must submit bid security as provided in Instructions to Bidders and General Conditions, Revised December 2015. No bidder may withdraw his bid for 60 calendar days after the opening. The State may reject any and all bids.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27-1 et seq.

CHIEF OF STAFF - ADJUTANT GENERAL

#### City of Orange Township

##### Notice to Bidders Bid

NOTICE TO BIDDERS is hereby given that sealed Bids are invited and will be received at the forth herein:  
OWNER: City of Orange, Essex County, New Jersey  
PROJECT TITLE: Highland Ave Train Station Renovation Project - Federal  
Project Number: HSP-0638300CON and Job  
Code Number: 6105307

DATE AND TIME OF BID OPENING: November 10, 2022 at 2:00pm  
REQUIRED BID DOCUMENT RESPONSE: One Original, one Copy, and one USB drive  
GENERAL DESCRIPTION OF PROJECT

Project consists of Federal Project Number: HSP-0638300CON and Job Code Number: 6105307. The project entails but is not limited to the environmental remediation of the lower level below Train Station and interior at benches, complete renovation of interior East Bound structure to include general building, mechanical electrical, plumbing, fire protection, etc. Project involves the preservation of historic retail and Main Gallery. Project is 2,058 square feet of net heated interior space and an estimated 4,811 square feet of exterior platform and sidewalk repair and/or cleaning. The exterior facade will be cleaned with new windows, and new main historic doors installed.

Contractor to provide temporary safety barriers to allow continued ridership access to station platform egress and ingress for duration project or until appropriate agencies have issued final certificate of occupancy by such inspectors or required final release of facility to the City of Orange Township.

Project Duration: Contractor will have 730 (seven hundred thirty) calendar days from issuance of Notice to Proceed (NTP) to complete and obtain certificate of occupancy. Calendar days are considered seven (7) days Monday thru Sunday 8:00am to 5:00pm, including Federal holidays.

ADDRESS FOR SUBMITTING BIDS: City of Orange Township, 29 North Day Street, Orange, NJ 07050 in Public Works and Engineering Department located in room 304 on the 3rd floor. All bids must be submitted no later than 2:00pm on November 10, 2022. The City of Township is not responsible for delivery by the United States Postal Service or any other carrier. Both hand and Mail delivered bid packages must be submitted directly to Public Works and Engineering Department located in room 304 on the 3rd floor.

ARCHITECT NAME AND ADDRESS:  
Neighborhood Planning and Architectural Design, Inc. (NPAD)  
132 South Harrison Street, Suite 200, Mail Box 1, East Orange  
NJ 07018

ATTN: Roland Whiting Phone 973-476-1595

ARCHITECT'S PHYSICAL ADDRESS:  
NPAD Same as above.

EXAMINATION OF BIDDING DOCUMENTS:  
Contract Documents may be examined via City of Orange Township with limited access on Monday through Friday, except legal holidays from 9:00AM to 5:00PM, only at the City of Orange Township Public Works Department, 29 North Day Street, Orange, NJ 07050. Access is based on COVID-19 protocol's enforced by the City of Orange Township at time of Examination of Contract documents.

OBTAINING CONTRACT DOCUMENTS

Contractor must send a "Request for Bid Package" to info@npad-inc.com (Architect's email address) and include in Subject Line "Request for Bid Package". Architect Office will forward the entire bid package via email only to the address provided. The Contractor is solely responsible for requesting and providing correct email for Architect's office to forward bid packages. Contractor is responsible for any printing of material at no additional expense to client if awarded the project.

REQUEST FOR INFORMATION OR QUESTIONS:  
Contractor must submit all request for clarification and questions to info@npad-inc.com (Architect's email address) and include in Subject Line "Request for Information or Questions". All such inquiries shall be submitted on October 28, 2022 Before 5:00pm. All responses will be provided in one response to each respective bidder with a required addendum signature to be submitted with bid.

#### City of Orange Township

##### Notice to Bidders Bid

**BID SECURITY**  
The bidder must enclose in specially addressed and sealed envelope indicating the Project Name and Number along with a certified check indicating the Project Name and Number along with a certified check in the amount of \$20,000.00 as required in the Instructions to Bidders. The amount of the bid, but not in excess of Twenty Thousand Dollars (\$20,000.00) as set forth in N.J.S.A. 40A:11-71.

**CONSENT OF SURETY**  
Certificate from a Surety Company is required indicating consent to the use of such contractors and exempt from performance required under the BID SUBMISSION PROCEDURES.

Bids must be submitted in the Bid Form contained in the Contract Documents and must be enclosed in a sealed envelope placed on the outside with the name of project and the name and address of the bidder. The Bid Form will be delivered to the Owner prior to bid opening at the above address for Submitting Bids. All bids must be submitted on a USB drive with all documents merged into one PDF format file. The PDF file's name should include the contractor's name and Federal Project Number HSP-0638300CON with the name of the PDF is: PROJECT NAME AND READING.

**CONTRACTOR REGISTRATION**  
Bidders are required to be registered by the New Jersey Department of Labor at the time bids will be received by the Project Owner pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.51 effective September 1, 2004. Bidders are also required to be registered by the New Jersey Department of Treasury, Division of Revenue of the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2009-335).

**FAIR AND OPEN PROCESS** Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq. as such, contractors are exempt from the limitations on making public contributions under that law. Further, for that reason, as well as because of a language in New Jersey's Annual Appropriations Act (N.J.S.A. 19:44A-20.3 et seq. and 19:44A-20.25 et seq.), will not adversely affect your consideration of award.

**PUBLIC BID OPENING AND READING**  
Date: As Indicated in Bid Advertisement  
Place: City of Orange Township (City Hall), 29 N. Day St, Orange

#### NJ 07050 Council Chambers, 4th Floor

##### STATUTORY REQUIREMENTS

Bidders are required to comply with applicable statutory requirements set forth in the Contract Documents including the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. (affirmative action) and P.L. 1963, c. 150 (prevailing wage) and Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). Bidders are also required to provide a Business Certification as set forth in N.J.S.A. 19:44A-20.8 in addition, effective August 1, 2005, P.L. 2005, c.67 authorized a new form of change order called "Value Engineering Construction Change Orders" for certain construction contracts. Please review these specifications to determine if this bid will involve this new form of change order. The Contract governing this work is partially funded by monies received by Essex County under Title I of the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis Bacon Act is applicable to the contracted work. Accordingly, the Contractor must abide by the provisions of the Federal labor standards, which are included as part of the conditions of the Contract.

**REJECTION OF BIDS:**  
The City of Orange reserves the right to reject any or all bids, or to waive any bid defect where such defect is not detrimental to the best interest of the City of Orange and fairness of the bidding process. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Contract Documents.

BY THE ORDER OF THE City of Orange, Essex County, New Jersey

Dwayne D. Warren, Esq.  
Mayor

Marty Mayes, CIPR, SEMP, CPWM  
Director of Public Works/Engineering  
(973) 952-6074  
\$2,636.55

10/17/22 - 10/27/22

THE TIMES

October 12, 2022

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS Notice is hereby given that sealed bids will be received by the PARKING AUTHORITY CITY OF TRENTON for the "Services". Bids will be opened and read in public at the Office of the Parking Authority City of Trenton, 110-116 North Warren Street, Trenton, NJ 08608 on Wednesday, October 26, 2022 at 1:00 P.M. prevailing time. A non-mandatory Pre-Bid Meeting will be held on Thursday, October 27, 2022 at 1:00 P.M. prevailing time, at the offices of the Trenton Parking Authority. The work includes the furnishing of all labor, material and equipment necessary or required to complete all work set forth in these Specifications. The work consists of snow removal services at various TPA facilities.

Specifications and forms of bid for the proposed work may be inspected by prospective bidders during regular business hours beginning Friday, November 5, 2021 at the Office of the Owner, Trenton Parking Authority, 16 East Hanover St, Trenton, NJ 08608, (609) 393-3469, as well as at the Office of the Owner's Agent, Albert Garlotti Construction Co., Inc., 401 Cleveland Ave., Highland Park, NJ 08904, (732) 542-5727x5. A copy of the Specifications and forms of bid can be obtained on our website [TPA.NJ.com](http://TPA.NJ.com) for a document fee of \$5.00, by submitting an email request to the Authority at [trentonparking@tpa.nj.com](mailto:trentonparking@tpa.nj.com). An additional \$25.00 fee is required for mailing of bid documents. Bids may be submitted by hand delivered or by mail, provided all bids must be made on the standard Proposal Form in the manner designated therein, must include all required information and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to The Parking Authority City of Trenton, 16 East Hanover St, Trenton, NJ 08608. The signed proposal forms must be delivered to the place on or before the time specified above. All bids shall remain sealed until opened at the time specified above. The bid results and determine whether a contract will be awarded to the successful bidder. The successful bidder must sign the contract within 10 days after the time specified above. Bidders are required to comply with all applicable laws and regulations for public contracting, in accordance with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The successful bidder shall be awarded a single BASE BID (lump sum) with two (2) ALTERNATE BIDS for 60 calendar days after the opening. No bidder may withdraw its bid for the right to reject any or all proposals, in whole or in part, or to the City of Trenton submits the same may be permitted by law.

TRENTON PARKING AUTHORITY REQUEST FOR PROPOSAL - SNOW PLOWING & REMOVAL 2022-2025

10/18/22 - 10/27/22 THE TIMES \$429.30

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania, New Jersey, and other eligible organizations for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 (CSU) until 3:00 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.eppm.com](http://www.eppm.com). Bids will be publicly opened and read at 3:00 p.m., Eastern Time, Tuesday, Nov. 29, 2022, at the emergency, or in the CSU's discretion, in the interest of public health and safety, and as permitted by applicable law, the CSU 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.eppm.com](http://www.eppm.com). There is no charge to register.

Bids will be received under the following request for bids:

• PEPPM 2023 Apple Bid

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

For more information about the request for bids, visit [www.eppm.org](http://www.eppm.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 CSU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

10/18, 10/23, 11/1/22 THE TIMES \$429.30



# 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: 0004224587  
Order Invoice Text: PEPPM - Bid

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

10-18-2022, 10-25-2022, 11-01-2022



Denise R. LaCoppola

Sworn to before me, this 1 day of Nov 2022

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



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, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

- PEPPM 2023 Apple Bid.

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

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.

TU3t 4224587



November 08, 2022

To Whom It May Concern:

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

A public notice was placed by Central Susquehanna  
Intermediate Unit

and was published in said newspaper within the public  
notice section of the National USA TODAY Marketplace  
on 10/18/2022, 10/25/2022, 11/01/2022.

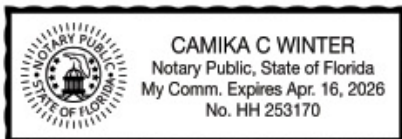
Anthony Pacini

State of Florida  
County of Pinellas

On this 8th day of November 2022

I attest that the included document is a true, exact,  
complete, and unaltered tearsheet.

Signature of Notary Public



**REQUEST FOR  
BIDS**  
Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register. Bids will be received under the following request for bids: PEPPM 2023 Apple Bid. For more information about the request for bids, visit [www.peppm.org/bids](http://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.

Russell Johns Associates | 17110 Gunn Hwy, Odessa Florida 33556



# NBA contenders challenged from all angles

Jeff Zillgitt  
USA TODAY

A team with LeBron James, Anthony Davis and Russell Westbrook might not even be one of the top eight teams in the Western Conference.

A team with Fred VanVleet, Pascal Siakam, Scottie Barnes, OG Anunoby and Gary Trent Jr. might not be a top-six team in the Eastern Conference.

Those statements illustrate just how deep the NBA is this season with the Los Angeles Lakers and Toronto Raptors possibly reduced to bystanders by the second round of the playoffs.

This is as deep as the NBA has been in recent seasons, with multiple teams capable of reaching the Finals.

It is wide open. Or at least it seems that way.

No one would be surprised if any of these teams from the West – Golden State, Dallas, Memphis, Phoenix, Denver, Minnesota, New Orleans, the Los Angeles Clippers and Lakers – and any of these teams from the East – Boston, Milwaukee, Miami, Philadelphia, Brooklyn, Cleveland, Chicago and Toronto – reach the conference semifinals.

There’s a good chance that this season’s Finals won’t be a rematch of last season’s Boston-Golden State.

The 2022-23 campaign has the potential to be one of the deepest, most competitive seasons in league history, reminiscent of when the Warriors won an NBA-record 73 games in 2015-16 but didn’t clinch the No. 1 seed until late in the season because San Antonio finished right behind them with 67 victories. And Golden State still didn’t win the title, falling to Cleveland, which came back from a 3-1 deficit to beat the Warriors in the Finals.

This season could rival 2007-08 when 48 wins wasn’t good enough to make the playoffs in the West and all eight playoff teams from the West won at least 50 games – seven games separated the top seed from the eighth seed. It was a similar situation in 2009-10



Jayson Tatum and the Celtics are fired up after winning the East last season.  
CARY EDMONDSON/USA TODAY SPORTS

with all eight West playoff teams registering at least 50 victories. In 1994-95, sixth-seeded Houston won the title, beating a 62-win team (Spurs) in the conference finals and East top seed Orlando in the Finals.

Part of the deep league stems from the recent trend of teams “going for it” while they sense a window to win a championship. Chicago, Cleveland, Minnesota and New Orleans are among the teams that have done this in the past two seasons, making blockbuster trades and aggressive free agent decisions to improve and compete now.

The league also is deeper because of the return of several key players, including All-Star caliber players who didn’t play last season: the Clippers’ Kawhi Leonard and John Wall, New Orleans’ Zion Williamson, Denver’s Jamal Murray, Golden State’s James Wiseman, Brooklyn’s Ben Simmons and Phoenix’s Dario Saric.

“This is probably one of the deepest

seasons you’ve ever gonna see with everybody coming back healthy,” seven-time NBA champion Robert Horry told USA TODAY Sports. “You think about all the teams who made major moves that are trying to get better ... That’s headache right there.”

### In the West

Steph Curry, Klay Thompson, Draymond Green, Steve Kerr – enough said. The Warriors have a shot to repeat and win their fifth title in nine seasons.

Phoenix doesn’t believe its window is closed after a franchise-record 64 wins last season, and a core of Chris Paul, Devin Booker, Deandre Ayton and Mikal Bridges makes a run at a title possible.

Dallas reached the conference finals and is just getting started with Luka Doncic.

Speaking of getting started, Memphis has the best young team in the league led by Ja Morant, Jaren Jackson Jr. and Desmond Bane.

A healthy Leonard and Paul George, a deep roster and coach Ty Lue make the Clippers a solid (and underrated) contender.

Not only does Murray return for the Nuggets, but they get back Michael Porter Jr., who played only nine games last season, to go alongside two-time defending MVP Nikola Jokic.

If things line up perfectly, a Lakers team with James, Davis and Westbrook can be dangerous.

The Pelicans were a solid 33-30 after a 3-16 start and that was without Williamson and with CJ McCollum for just a portion of the season.

Minnesota added Rudy Gobert to a lineup that features Karl-Anthony Towns, Anthony Edwards and D’Angelo Russell and is ready to take the next step.

### In the East

The Ime Udoka situation hurts the Celtics, but this is a team of veterans

(Jayson Tatum, Jaylen Brown, Marcus Smart, Al Horford) who should be able to overcome that.

The continued absence of Lonzo Ball isn’t good, but the Bulls are still solid with Zach LaVine, DeMar DeRozan and Nik Vucevic.

Cleveland was among the top teams in the East until injuries put a damper on last season. But adding Donovan Mitchell to a roster that features Darius Garland, Jarrett Allen, Evan Mobley and Kevin Love is intriguing.

Miami needs its younger players, Bam Adebayo in particular, to carry more of the load for Jimmy Butler and Kyle Lowry, but the Heat can’t be discounted with their brand of basketball.

The Bucks were just a game from beating Boston in the conference finals without Khris Middleton and it would be unwise to think Giannis Antetokounmpo will play in just one Finals in his career.

Joel Embiid is an MVP-caliber player, and with a healthy and motivated James Harden, the Sixers are capable of a deep run.

Brooklyn has several issues to work through, but if somehow Kevin Durant, Kyrie Irving and Simmons are all on the same page, the Nets have the talent to contend.

The Raptors are well coached by Nick Nurse, and with VanVleet, Siakam, Anunoby and Barnes, they are talented and just the kind of team to surprise the rest of the league.

Atlanta had a disappointing 2021-22 but still, the Hawks are just two seasons removed from a trip to the conference finals with Trae Young, John Collins and Bogdan Bogdanovic, and they acquired Dejounte Murray in the offseason.

The league is deep as the older generation continues to star while the next group and the younger generations carve out their space among today’s great players. There is no shortage of talent, and multiple teams in each conference have a legitimate shot at winning the title.

# Five NBA players we can’t wait to see back on the court

Jeff Zillgitt  
USA TODAY

As the NBA season tips off, several prominent players return after missing all of last season. The players we most look forward to seeing back on the court:

### Kawhi Leonard | Los Angeles Clippers

Leonard sustained a torn ACL in the second half of the 2020-21 season and missed all of last season. We know two things about Leonard. He is prudent about returning only when he feels ready, and when he is ready he is one of the best two-way players in the league – an All-NBA quality defender, scorer and playmaker. He is a two-time Finals MVP (2014 with San Antonio, 2019 with Toronto), five-time All-Star, five-time All-NBA, seven-time All-Defensive team and two-time defensive player of the year. In his past three seasons, Leonard averaged 26.2 points, 7.0 rebounds, 4.4 assists and 1.7 steals and shot 49.1% from the field and 38.1% on 3s. With a healthy Leonard, the Clippers are strong title contenders.

### John Wall | Clippers

Wall sustained back-to-back injuries (heel, Achilles tendon) that sidelined him for the 2019-20 season. He played in 30 games with Houston the following season and sat out the 2021-22 season as the Rockets played their younger players. It’s been a difficult few years for Wall. His grandmother and mom died, and Wall revealed this summer he contemplated suicide. The veteran guard sought professional help and found a new home with the Clippers. No longer the main option, Wall has a chance to be a prominent contributor with his speed, passing, play making and defense for a deep team that features Kawhi Leonard and Paul George.

### Jamal Murray | Denver Nuggets

Murray was headed into All-Star territory when he tore his ACL in 2020-21 – the season after the Nuggets reached the Western Conference finals in the Orlando bubble. Murray, a 6-3 guard, put on a show there with his scoring, including two 50-point games. He rehabbed and didn’t play last season. Murray, 25,

is healthy and ready to get the Nuggets back into contention in the West with two-time MVP Nikola Jokic and Michael Porter Jr., who played in just nine games last season. When Murray injured his knee, he was averaging career highs in points (21.2), field-goal percentage (47.7) and 3-point percentage (40.8).

### Ben Simmons | Brooklyn Nets

Simmons’ fallout with Philadelphia led to him not playing a game for the Sixers last season. Nor did he play a game for Brooklyn after the 76ers traded him in February. Simmons focused on his mental health in a prolonged standoff with the Sixers. But now he’s back and much focus will be on how Simmons acclimates and performs on a roster that features Kevin Durant and Kyrie Irving. The Nets have the talent to be one of the best teams in the Eastern Conference, and Simmons will play a big part in that. Simmons, 26, is a three-time All-Star, one-time All-NBA performer and two-time All-Defensive selection who can impact the game with his defense, passing and transition offense. He is a not a good outside shooter but still averaged

14.3 points, 7.2 rebounds, 6.9 assists and 1.6 steals and shot 55.7% from the field in 2020-21.



### Zion Williamson | New Orleans Pelicans

Maybe this is recency bias, but there may not be a more anticipated return from injury than Williamson getting back on the court. The Pelicans finished last season strong and lost in the first round of the playoffs without Williamson, who missed 2021-22 with a foot injury. When Williamson was last on the court, he was an All-Star on the verge of becoming an All-NBA player: 27 points, 7.2 rebounds and 3.7 assists and 61.1% shooting. Problem is, Williamson has been on the court for just 85 of 226 games through his first three seasons. Williamson rehabbed his foot and spent time working on his body, arriving to training camp slimmer and in great physical condition. A healthy and in-shape Williamson is a problem for the rest of the league and maybe even a surprise MVP candidate at 22 years old.

## MARKETPLACE TODAY

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

NOTICES

LEGAL NOTICE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

In re: PIPELINE HEALTH SYSTEM, LLC, et al., Chapter 11, Case No. 22-90291 (MI) Debtors. (Jointly Administered)

**NOTICE OF AUCTION FOR THE SALE OF THE DEBTORS' ASSETS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On October 12, 2022, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered the Order (i) Approving Bidding Procedures, (ii) Establishing Related Dates and Deadlines, (iii) Approving the Form and Manner of Notice Thereof, and (iv) Granting Related Relief (Docket No. 149) (the "Order"), authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to market and conduct one or more auctions (each an "Auction") to sell the Assets. The Auction will be governed by the bidding procedures approved pursuant to the Order and attached to the Order as Exhibit 1 thereto (the "Bidding Procedures").

(Copies of the Order, the Bidding Procedures, or other documents related thereto are available on the Debtors' restructuring website at <http://dm.epiq11.com/PipelineHealth>.)

Any person or entity who wishes to participate in an Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures. The Illinois 101 Deadline is **October 24, 2022, at 4:00 p.m. (prevailing Central Time)**. The General 101 Deadline is **November 16, 2022 at 4:00 p.m. (prevailing Central Time)**. The Illinois-Only Bid Deadline is **October 31, 2022, at 4:00 p.m. (prevailing Central Time)**. The General Bid Deadline is **November 29, 2022, at 4:00 p.m. (prevailing Central Time)**.

The Debtors intend to conduct one or more Auctions at which they will consider Bids submitted to the Debtors and their advisors, by and pursuant to the Bidding Procedures. With respect to Illinois-Only Assets, the Debtors intend to conduct the Auction on **November 2, 2022, at 9:00 a.m. (prevailing Central Time)**, by videoconference or in-person, at the Debtors' election. With respect to any or all other Assets, the Debtors intend to conduct the Auction on **December 1, 2022, at 9:00 a.m. (prevailing Central Time)**, by videoconference or in-person, at the Debtors' election.

The Debtors reserve the right to modify the Bidding Procedures, in their reasonable business judgment, in accordance with the Bidding Procedures.

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/PipelineHealth>. The Debtors' service address is 898 N. Pacific Coast Highway, Suite 700, El Segundo, California 90245.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order or the Bidding Procedures, as applicable.

PUBLIC NOTICE

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Purchasing Cooperative of America (PCA) is a national public procurement cooperative working with a public agency to provide Requests for Proposals for response by Vendors who can provide the following products/services to public sector entities. Vendors are invited to respond electronically to RFPs through the PCA website portal at [www.pcamerica.org/solicitations](http://www.pcamerica.org/solicitations).

**1) OD-374-22 Grant Writing for Federal & State Grants; 2) OD-375-22 Lockers & Related Items; 3) OD-376-22 Site & Area Security & Related Items; 4) OD-377-22; Web Based Career & College Courses & RI; 5) OD-378-22 National Job Order Contracting for Facilities & Energy Conservation; 6) OD-379-22 EV Charging Stations & Related Items; OD-380-22 Website Services & Related Item.**

**Proposals are due by 11:00 AM CT on Tuesday, November 22, 2022.**  
Direct inquiries to Elaine Nichols, Director, at 844-722-6374.

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register.

Bids will be received under the following request for bids:

- PEPPM 2023 Apple Bid.

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

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COLLEGE FOOTBALL WEEK 8 OVERREACTIONS

# Clemson QB controversy and Pac-12 playoff hopes

Eddie Timanus  
USA TODAY

The time has come again to take the pulse of the college football nation and determine what is making it tick too fast. Although there were few upsets over the weekend, plenty of events generated plenty of discussion. Some reactions will be reasonable, but naturally there will also be some that are just a wee bit hyperbolic. We're here to calm the waters a bit. The top overreactions from the Week 8 results.

## Clemson has a quarterback controversy on its hands

Clemson was trailing Syracuse 21-10 when DJ Uiagalelei threw his second interception of the game, the Tigers' fourth turnover, with 6:27 remaining in the third quarter. On Clemson's next possession, Cade Klubnik took over at quarterback. The Tigers went on to score 17 points on three of the next four drives to get out with the victory.

Those facts are indisputable. The narrative that the QB change was responsible for the Clemson comeback, however, is an oversimplification.

In reality, the rally was more attributable to domination at the line of scrimmage rather than quarterback play. Klubnik did take better care of the ball, but his first scoring drive was aided by two costly Syracuse penalties, and his primary job after taking the snap was handing the ball to Will Shipley. Klubnik completed just two passes for a total of 19 yards with an additional throw for a two-point conversion, and he netted 15 yards on the ground. Meanwhile, the Orange's first six possessions of the second half all ended with punts and netted just three first downs. With Clemson's defense in control, the Tigers could keep it conservative on offense with the talented but inexperienced freshman in the game.

Clemson coach Dabo Swinney insisted after the game that Uiagalelei will remain the starting quarterback, and the team has an open date coming up to address errors. The fans' concern is understandable; the turnover bug was a major issue for Uiagalelei last year. But no, there's no controversy – at least not yet.

## Pac-12 is out of the playoff picture with no unbeaten teams

Although it has a foot out the door, UCLA held the league's best hope for ending the playoff drought before Saturday's loss at Oregon. Now, whichever contender emerges as conference champ will probably need help.

The Bruins, who own a head-to-head decision against Utah and have a huge showdown with Southern Cal in a few weeks, are still very much in the race. But the aforementioned Trojans now arguably have the easiest path to the league title game with three highly winnable contests leading up to the UCLA showdown. Oregon is back in the mix as well despite that season-opening shellacking the Ducks endured at



Clemson quarterback Cade Klubnik runs through the Syracuse defense during the fourth quarter Saturday. KEN RUINARD/ANDERSON INDEPENDENT MAIL

the hands of Georgia. Utah could repeat as conference champ but has the longest playoff odds of the top four thanks to the loss to UCLA and a road trip to Oregon.

Bottom line, all is not lost for the Pac-12's playoff chances. But the eventual champion will have to finish 12-1 to have a case for inclusion, and that team would have to hope there aren't many other once-beaten candidates from the other power leagues in the equation.

## Ohio State can coast all the way to Michigan game

Given its offensive limitations, Iowa did all it could to hang with the Buckeyes, but in the end it was just another 44-point decision. The Buckeyes' average victory margin thus far has been 34.5 points. Next week's trip to Penn State will be more of the same, right?

Well, maybe not. The Nittany Lions have played the Buckeyes tougher than anyone else during OSU's recent period of Big Ten dominance. That includes Michigan, which was on the short end of a number of routs before earning last year's breakthrough victory.

Penn State hasn't beaten Ohio State since 2016. But the Buckeyes' wins in 2017 and 2018 were one-point squeakers, and the margin has been less than two touchdowns in each of the last three meetings. Simply put, the Nittany Lions don't usually get blown out in this series, so keep an eye on Happy Valley next Saturday.

## TCU is a playoff team

The Horned Frogs' remarkable resilience was on display again Saturday night as they overcame a double-digit deficit for the second consecutive week to get by Kansas State. Although that victory put TCU in first place alone in the Big 12 while keeping its record unblemished, the Horned Frogs will probably have to get to the finish line at 13-0 to crack the top four. That's asking a lot, even for this bunch that never seems to get rattled.

Three of TCU's last five games are on the road, including Nov. 12 at Texas. Next week's long trip to West Virginia is never an easy victory, even when the Mountaineers are out of the conference race. The Horned Frogs are in a good spot as far as the Big 12 is concerned, but we're several weeks away from playoff talk.

# Saban's explanation of Burton incident with fan sets bad precedent



Blake Toppmeyer  
SEC Columnist  
USA TODAY NETWORK

I cannot know what Alabama wide receiver Jermaine Burton felt while he exited Neyland Stadium as Tennessee fans rushed the field following the Vols' upset of the Crimson Tide.

But I think I have a good idea of what one Tennessee fan must have been feeling as she ran onto the field with thousands of her peers. The woman epitomized the sheer joy that comes from being a college student and seeing your team's last-second field goal vanquish a rival that Tennessee had not beaten since 2006.

I thought Nick Saban should have benched Burton for at least one game for what came next.

While the woman ran past Burton, the video that she posted to TikTok of the incident showed that he turned, raised his right arm and made contact with her head with enough force that she momentarily stopped running and grabbed her head. Burton continued to the locker room.

Saban chose to play Burton, one of the team's best receivers, in an important game against Mississippi State. Worse than the lack of discipline, though, was Saban's defense of his decision.

Saban tried to gaslight us into believing that Burton – a 200-pound athlete wearing pads and holding his helmet – was scared and that's why he struck a petite coed who had juked to her left to give Burton an unobstructed path to the locker room.

"I don't know how many of you have ever been in a situation like that, but I talked to him. He was scared. I was scared. Some of our other players were scared," Saban said after Alabama's 30-6 victory over Mississippi State to rebound from the loss to Tennessee. "I think you learn to respect other people, because we have a responsibility to do that regardless of the circumstance that we're in. I talked to the guy. We have him in a counseling program.

"I didn't think it was necessary to

suspend the guy," Saban added. "If you knew the whole story, maybe you wouldn't either. But I'm not going to divulge that."

You'd have to be a Saban sycophant to buy this explanation.

Saban would have done better to simply offer these truths: No police report was filed on the incident, fans aren't supposed to be on the field, and, while Burton's actions were regrettable, the incident did not appear to cause the student serious physical harm. So, Burton played.

Instead of saying that, Saban offered a farcical explanation that sets a dangerous precedent. He provided a play-book to any Alabama player who harms a fan in any future field rushing. Just tell Saban you were scared.

Should the woman have been on the field? SEC rules say no.

Rushing the field comes with a risk of injury. Dangerous situations can arise for fans and players alike when thousands of revelers – some of whom are drunk – storm the field.

However, similar scenes unfold regularly in college football without players striking fans in the head.

LSU fans rushed the field Saturday after its victory over Ole Miss. No videos surfaced of altercations between players and fans.

Field rushings are common after Alabama losses. Saban should have a clear standard for his players: Exit the field quickly, control what you can control, and do not seek to harm anyone.

The incident between Burton and the woman was not, apparently, his first altercation with a fan. Another video appeared to show Burton reaching out at a different fan during his exit.

Still, by the time Burton reached the woman he ultimately struck, he was nearly to the tunnel leading to the locker room. He had a clear path. He made a bad decision.

If you believe Burton should have played Saturday, then we disagree.

If you believe that, because fans should not have been on the field, Burton's action was justified, then we strongly disagree.

But if you believe Burton raised his arm and struck this bypassing college female in the head because he felt scared, then you are a sheep.



Alabama head coach Nick Saban let wide receiver Jermaine Burton play Saturday, a week after a postgame incident with a fan. GARY COSBY JR./USA TODAY SPORTS

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NOTICES

LEGAL NOTICE

UNITED STATES BANKRUPTCY COURT, DISTRICT OF NEW JERSEY  
In re: NATIONAL REALTY INVESTMENT ADVISORS, LLC, et al.<sup>1</sup>  
Debtors.

Chapter 11  
Case No. 22-14539 (JKS)  
(Jointly Administered)

NOTICE OF BAR DATES FOR SUBMITTING PROOFS OF CLAIM AGAINST OR INTERESTS IN THE DEBTORS

PLEASE TAKE NOTICE THAT the United States Bankruptcy Court for the District of New Jersey (the "**Court**") has entered an order (the "**Bar Date Order**") establishing **5:00 p.m., prevailing Eastern Time, on December 20, 2022** (the "**General Bar Date**"), as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures and trusts) to submit a Proof Of Claim Or Interest in the chapter 11 cases for the above-captioned debtors and debtors-in-possession (the "**Debtors**"). A copy of the Bar Date Order, and any exhibits thereto are available (i) at the Debtors' expense upon request to Omni Agent Solutions (the noticing and claims agent retained in the chapter 11 cases), by calling (866) 399-3042 and/or visiting the Debtors' restructuring website at <https://cases.omniagentsolutions.com/NRIA> or (ii) for a fee via PACER by visiting <https://www.njb.uscourts.gov>.

The Bar Date Order requires that all entities holding or wishing to assert a claim against or an equity security interest in the Debtors that arose or is deemed to have arisen prior to June 7, 2022 (the "**Petition Date**") to submit a Proof of Claim or Interest so as to be actually received by Omni Agent Solutions ("**Omni**") on or before the applicable Bar Date (collectively, the "**Bar Dates**") as set forth below. All governmental units shall have until **December 27, 2022 at 5:00 p.m., prevailing Eastern Time** to submit Claims against the Debtors.

**General Bar Date** (Applicable to 503(b)(9) Claims). All persons and entities holding or wishing to assert a claim against or interest in the Debtors must submit a Proof of Claim or Interest with respect to such claim or interest so as to be **actually received by Omni by December 20, 2022, at 5:00 p.m., prevailing Eastern Time**, including parties asserting claims pursuant to section 503(b)(9) of the Bankruptcy Code.

**Supplemental Bar Date**. In the event the Debtors amend or supplement their schedules of assets and liabilities (the "**Schedules**") the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall be afforded thirty (30) days after the date on which such notice is given to submit a proof of claim with respect to such amended Claim or be forever barred from doing so.

**Rejection Bar Date**. If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit a proof of claim based on such rejection on or before the later of (a) the General Bar Date and (b) any date this Court may fix in the applicable order authorizing such rejection and, if no such date is provided, thirty (30) days after the date of entry of such order (the "**Rejection Bar Date**"). The Debtors will provide notice of the Rejection Bar Date to the contract or lease counterpart party whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

**When and Where To Submit**. Each Proof of Claim or Interest, including supporting documentation, must be submitted so that Omni **actually receives**

the Proof of Claim or Interest on or before the applicable Bar Date by either: (i) electronically using the interface available on Omni's website at: <https://omniagentsolutions.com/NRIA> or (ii) first-class U.S. Mail, overnight mail, or other hand-delivery system, which Proof of Claim or Interest must be signed, at the following address: National Realty Investment Advisors, LLC Claims Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

**PROOFS OF CLAIM OR INTEREST SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.**

**Contents of Proofs of Claim or Interest.** Proofs of Claim or Interest must (i) be signed; (ii) include supporting documentation (if voluminous, attach a summary) or an explanation as to why such documentation is not available; (iii) designate the specific Debtor which the claim or interest is asserted against; (iv) be in the English language; and (v) be denominated in lawful United States currency.

**Section 503(b)(9) Claims.** Vendors and suppliers of goods may be entitled to request an administrative priority Claim under section 503(b)(9) of the Bankruptcy Code to the extent they delivered, and the Debtors received, goods within the twenty (20) day period prior to the Petition Date. The Court has deemed the submission of a Proof of Claim as satisfying the procedural requirements for asserting such a Claim under section 503(b)(9) of the Bankruptcy Code. In addition to the other requirements listed above, any Proof of Claim asserting a 503(b)(9) Claim must (i) include the value of the goods delivered to and received by the Debtors in the twenty (20) days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iii) attach documentation of any reclamation demand made against the Debtors under section 546(c) of the Bankruptcy Code (if applicable); and (iv) set forth whether any portion of the Section 503(b)(9) Claim was satisfied by payments made by the Debtors.

**Consequences of Failing to Timely Submit Your Proof of Claim.** Any person or entity who is required, but fails, to submit a Proof of Claim or Interest in accordance with the Bar Date Order on or before the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such claim against or interest in the Debtors (or submitting a Proof of Claim or Interest with respect thereto). In such event, the Debtors' property shall be forever discharged from and all indebtedness or liability with respect to such claim or interest, and such holder shall not be permitted to vote to accept or reject any plan of reorganization filed in the chapter 11 cases or participate in any distribution on account of such claim or interest or receive further notices regarding such claim or interest.

**Additional Information.** If you have any questions regarding the claims process and/or if you wish to obtain a copy of the Bar Date Order (which contains a more detailed description of the requirements for submitting Proofs of Claim or Interests), a Proof of Claim or Interest form, or related documents, you may do so by visiting the Debtors' restructuring website at <https://cases.omniagentsolutions.com/NRIA> or contacting Omni by calling (866) 399-3042. Please note that Omni cannot advise you how to submit, or whether you should submit, a Proof of Claim or Interest.

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.omniagentsolutions.com/NRIA>. The location of the Debtors' service address is: 1 Harmon Plaza, Floor 9, Secaucus, New Jersey 07094.

PUBLIC NOTICE

REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022. Bids shall be received electronically at [www.epylon.com](http://www.epylon.com). Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Nov. 29, 2022, 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](http://www.epylon.com). There is no charge to register. Bids will be received under the following request for bids:

- PEPPM 2023 Apple Bid.

For more information about the request for bids, visit [www.peppm.org/bids](http://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.

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Toronto	3	3	.500	1
Philadelphia	3	4	.429	1½
Brooklyn	1	5	.167	3

Southeast Division

	W	L	Pct	GB
Atlanta	4	2	.667	—
Charlotte	3	3	.500	1
Washington	3	3	.500	1
Miami	2	5	.286	2½
Orlando	1	6	.143	3

Central Division

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Milwaukee	5	0	1.000	—
Cleveland	3	1	.833	½
Chicago	3	4	.429	3
Indiana	3	4	.429	3
Detroit	2	5	.286	4

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San Antonio	5	2	.714	—
New Orleans	4	2	.667	½
Memphis	4	2	.667	½
Dallas	3	3	.500	1½
Houston	1	6	.143	4

Northwest Division

	W	L	Pct	GB
Portland	5	1	.833	—
Utah	5	2	.714	½
Minnesota	4	3	.571	1½
Denver	4	3	.571	1½
Oklahoma City	3	3	.500	2

Pacific Division

	W	L	Pct	GB
Phoenix	5	1	.833	—
Golden State	3	4	.429	2½
L.A. Clippers	2	4	.333	3
Sacramento	1	4	.200	3½
L.A. Lakers	1	5	.167	4

Sunday's Games

New Orleans 112, L.A. Clippers 91  
Boston 112, Washington 94  
Cleveland 121, New York 108  
Detroit 128, Golden State 114  
San Antonio 107, Minnesota 98  
Dallas 114, Orlando 105  
Phoenix 124, Houston 109  
L.A. Lakers 121, Denver 110

Monday's Games

Philadelphia at Washington  
Sacramento at Charlotte  
Atlanta at Toronto  
Indiana at Brooklyn  
Detroit at Milwaukee  
Memphis at Utah  
Houston at L.A. Clippers

Tuesday's Games

Chicago at Brooklyn, 7:30 p.m.  
Golden State at Miami, 7:30 p.m.  
Orlando at Oklahoma City, 8 p.m.  
Minnesota at Phoenix, 10 p.m.

Wednesday's Games

Washington at Philadelphia, 6 p.m.  
Atlanta at New York, 7:30 p.m.  
Boston at Cleveland, 7:30 p.m.  
Sacramento at Miami, 7:30 p.m.  
Charlotte at Chicago, 8 p.m.  
Detroit at Milwaukee, 8 p.m.  
L.A. Clippers at Houston, 8 p.m.  
Toronto at San Antonio, 8 p.m.  
Utah at Dallas, 8:30 p.m.  
Memphis at Portland, 10 p.m.  
New Orleans at L.A. Lakers, 10:30 p.m.

Thursday's Games

Golden State at Orlando, 7 p.m.  
Denver at Oklahoma City, 8 p.m.

FOOTBALL

NFL  
AMERICAN CONFERENCE  
East

	W	L	T	Pct	PF	PA
Buffalo	6	1	0	.857	203	98
Miami	5	3	0	.625	178	192
N.Y. Jets	5	3	0	.625	176	159
New England	4	4	0	.500	177	163

South

	W	L	T	Pct	PF	PA
Tennessee	5	2	0	.714	132	158
Indianapolis	3	4	1	.438	129	157
Jacksonville	2	6	0	.250	172	158
Houston	1	5	1	.214	116	154

North

	W	L	T	Pct	PF	PA
Baltimore	5	3	0	.625	208	183
Cincinnati	4	3	0	.571	173	132
Cleveland	2	5	0	.286	168	186
Pittsburgh	2	6	0	.250	120	197

West

	W	L	T	Pct	PF	PA
Kansas City	5	2	0	.714	223	172
L.A. Chargers	4	3	0	.571	164	189
Denver	3	5	0	.375	121	132
Las Vegas	2	5	0	.286	163	174

NATIONAL CONFERENCE  
East

	W	L	T	Pct	PF	PA
Philadelphia	7	0	0	1.000	196	118
Dallas	6	2	0	.750	183	133
N.Y. Giants	6	2	0	.750	163	157
Washington	4	4	0	.500	142	172

South

	W	L	T	Pct	PF	PA
Atlanta	4	4	0	.500	200	205
New Orleans	3	5	0	.375	199	200
Tampa Bay	3	5	0	.375	146	151
Carolina	2	6	0	.250	158	186

North

	W	L	T	Pct	PF	PA
Minnesota	6	1	0	.857	173	144
Chicago	3	5	0	.375	155	181
Green Bay	3	5	0	.375	145	173
Detroit	1	6	0	.143	173	225

West

	W	L	T	Pct	PF	PA
Seattle	5	3	0	.625	210	199
San Francisco	4	4	0	.500	176	147
L.A. Rams	3	4	0	.429	118	157
Arizona	3	5	0	.375	182	210

Thursday's Game

Baltimore 27, Tampa Bay 22

Sunday's Games

Denver 21, Jacksonville 17, London  
Atlanta 37, Carolina 34, OT  
Dallas 49, Chicago 29  
Washington 17, Indianapolis 16  
Minnesota 34, Arizona 26  
New England 22, N.Y. Jets 17  
New Orleans 24, Las Vegas 0  
Philadelphia 35, Pittsburgh 13  
Tennessee 17, Houston 10  
San Francisco 31, L.A. Rams 14  
Seattle 27, N.Y. Giants 13  
Washington 17, Indianapolis 16  
Buffalo 27, Green Bay 17  
Open: Kansas City, L.A. Chargers

Monday's Game

Cincinnati at Cleveland

Thursday's Game

Philadelphia at Houston, 8:15 p.m.

Sunday's Games

Buffalo at N.Y. Jets, 1 p.m.  
Carolina at Cincinnati, 1 p.m.  
Green Bay at Detroit, 1 p.m.  
Indianapolis at New England, 1 p.m.  
L.A. Chargers at Atlanta, 1 p.m.  
Las Vegas at Jacksonville, 1 p.m.  
Miami at Chicago, 1 p.m.  
Minnesota at Washington, 1 p.m.  
Seattle at Arizona, 4:05 p.m.  
L.A. Rams at Tampa Bay, 4:25 p.m.  
Tennessee at Kansas City, 8:20 p.m.  
Open: Cleveland, Denver, Pittsburgh, Dallas,  
N.Y. Giants, San Francisco

Monday, Nov. 7

Baltimore at New Orleans, 8:15 p.m.

Canadian Football League

East Division

	W	L	T	Pts	PF	PA
x-Toronto	11	7	0	22	443	425
x-Montreal	9	9	0	18	476	466
x-Hamilton	8	10	0	16	421	473
Ottawa	4	14	0	8	380	475

West Division

	W	L	T	Pts	PF	PA
x-Winnipeg	15	3	0	30	538	370
x-BC	12	6	0	24	525	405
x-Calgary	12	6	0	24	562	397
Skkthwn	6	12	0	12	387	476
Edmonton	4	13	0	8	355	599

Note: Two points for a win, one for a tie.

x-clinched playoff berth

Sunday's Games

Hamilton vs. Montreal, 1 p.m.  
Calgary vs. BC, 4:30 p.m.

NHL

EASTERN CONFERENCE  
Atlantic Division

	GP	W	L	OT	Pts	GF	GA
Boston	9	8	1	0	16	39	21
Florida	9	5	3	1	11	29	28
Buffalo	8	5	3	0	10	29	22
Detroit	8	4	2	2	10	25	24
Tampa Bay	9	5	4	0	10	28	28
Montreal	9	5	4	0	10	27	27
Toronto	10	4	4	2	10	27	30
Ottawa	8	4	4	0	8	30	27

Metropolitan Division

	GP	W	L	OT	Pts	GF	GA
New Jersey	9	6	3	0	12	31	23
N.Y. Rangers	10	5	3	2	12	31	31
Pittsburgh	8	5	2	1	11	24	21
Carolina	8	5	2	1	11	26	23
N.Y. Islanders	9	5	4	0	10	33	24
Washington	9	5	4	0	10	28	26
Pittsburgh	9	4	4	1	9	32	29
Columbus	10	3	7	0	6	26	44

WESTERN CONFERENCE  
Central Division

	GP	W	L	OT	Pts	GF	GA
Dallas	9	5	3	1	11	26	25
Winnipeg	9	5	3	1	11	26	25
Chicago	9	4	3	2	10	31	31
Colorado	9	4	4	1	9	29	27
Minnesota	9	4	4	1	9	31	35
Nashville	9	3	5	1	7	22	29
St. Louis	7	3	4	0	6	18	25
Arizona	8	2	5	1	5	23	35

Pacific Division

	GP	W	L	OT	Pts	GF	GA
Vegas	10	8	2	0	16	32	17
Edmonton	9	6	3	0	12	34	28
Calgary	7	5	2	0	10	24	20
Seattle	10	4	4	2	10	33	34
Los Angeles	10	5	5	0	10	36	41
Vancouver	9	2	6	1	5	28	35
San Jose	11	3	8	0	6	24	34
Anaheim	9	2	6	1	5	20	39

NOTE: Two points for a win, one for OT loss.

Sunday's Games

New Jersey 7, Columbus 1  
Minnesota 4, Chicago 3, SO  
N.Y. Rangers 3, Arizona 2  
Vegas 2, Winnipeg 1, OT  
Anaheim 4, Toronto 3, OT

Monday's Games

Detroit at Buffalo  
Washington at Carolina  
Los Angeles at St. Louis

Tuesday's Games

Ottawa at Tampa Bay, 7 p.m.  
Philadelphia at N.Y. Rangers, 7 p.m.

Vegas at Washington, 7 p.m.  
Boston at Pittsburgh, 8 p.m.

Montreal at Minnesota, 8 p.m.  
Los Angeles at Dallas, 8:30 p.m.

N.Y. Islanders at Chicago, 8:30 p.m.  
Nashville at Edmonton, 9 p.m.

Seattle at Calgary, 9 p.m.  
Florida at Arizona, 10 p.m.

New Jersey at Vancouver, 10 p.m.  
Anaheim at San Jose, 10:30 p.m.

Wednesday's Games

Philadelphia at Toronto, 7 p.m.  
Pittsburgh at Buffalo, 7:30 p.m.

Thursday's Games

Carolina at Tampa Bay, 7 p.m.  
Vegas at Ottawa, 7 p.m.

Washington at Detroit, 7 p.m.  
Boston at N.Y. Rangers, 7:30 p.m.

Montreal at Winnipeg, 8 p.m.  
N.Y. Islanders at St. Louis, 8 p.m.

Seattle at Minnesota, 8 p.m.  
Los Angeles at Chicago, 8:30 p.m.

Nashville at Calgary, 9 p.m.  
New Jersey at Edmonton, 9 p.m.

Anaheim at Vancouver, 10 p.m.  
Dallas at Arizona, 10 p.m.

Florida at San Jose, 10:30 p.m.

SOCCER

English Premier League

	GP	W	D	L	GF	GA	Pts
Arsenal	12	10	1	1	30	11	31
Man City	12	9	2	1	37	11	29
Tottenham	13	8	2	3	26	16	26
Newcastle	13	6	6	1	24	10	24
Man United	12	7	2	3	17	16	23
Chelsea	12	6	3	3	17	15	21
Fulham	13	5	4	4	22	19	19
Brighton	15	5	3	4	19	18	18
Liverpool	12	4	4	4	23	15	16
Crystal Palace	12	4	4	4	13	16	16
Brentford	13	3	6	4	19	22	15
Everton	13	3	5	5	11	12	14
West Ham	13	4	2	7	11	13	14
Bournemouth	13	3	4	6	12	28	13
Leeds	12	3	3	6	15	12	12
Aston Villa	13	3	3	7	11	20	12
Southampton	13	3	3	7	11	20	12
Leicester	13	3	2	8	21	25	11
Wolverhampton	13	2	4	7	6	19	10
Nottingham For.	13	2	3	8	8	28	9

Saturday's Games

Leicester 0, Man City 1  
Bournemouth 2, Tottenham 3  
Brentford 1, Wolverhampton 1  
Brighton 4, Chelsea 1  
Crystal Palace 1, Southampton 0

Newcastle 4, Aston Villa 0  
Fulham 0, Everton 0  
Liverpool 1, Leeds 2

Sunday's Games

Arsenal 5, Nottingham Forest 0  
Man United 1, West Ham 0

Saturday's Games

Leeds vs. Bournemouth, 11 a.m.  
Man City vs. Fulham, 11 a.m.  
Nottingham Forest vs. Brentford, 11 a.m.  
Wolverhampton vs. Brighton, 11 a.m.  
Everton vs. Leicester, 1:30 p.m.  
Man United vs. Crystal Palace,ppd

Sunday's Games

Chelsea vs. Arsenal, 7 a.m.  
Aston Villa vs. Man United, 9 a.m.  
Southampton vs. Newcastle, 9 a.m.  
West Ham vs. Crystal Palace, 9 a.m.  
Tottenham vs. Liverpool, 11:30 a.m.  
Man United vs. Crystal Palace, ppd

MLS Playoff

Sunday's Games

Los Angeles FC 3, Austin 0  
Philadelphia 3, New York City 1

Ch





# CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

## Request for Bids

**PEPPM 2023 Apple Bid – Pennsylvania**

**Electronic Bid # 535802**

**Bid Due Date: Tuesday, November 29, 2022, 3:00 p.m. Eastern Time**

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

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### **I Introduction and Overview**

#### **I.1 Bid Title**

PEPPM 2023 Apple Bid – Pennsylvania

#### **I.2 Electronic Bid Number**

The applicable electronic bid form is numbered 535802.

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

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

#### **I.4 Bid Scope**

This is a Request for Bids (RFB) for Apple-branded technology products and services. Such branded lines of technology products and services are referred to herein, as Apple Products and defined below in [Section II](#). If relevant to a successful Bidder, Apple's standard definitions for Products and Services from Apple's Direct Customer Agreement (ADCA) shall apply.

#### **I.5 Bidding Agency**

Central Susquehanna Intermediate Unit (CSIU), #16

90 Lawton Lane

Milton, Pennsylvania 17847

Phone: (570) 523-1155

Fax: (570) 522-0577

#### **I.6 The Cooperative**

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

#### **I.7 Bid Due Date**

All bids must be received electronically by **3 p.m. EDT, Tuesday, November 29, 2022** (the "Bid Due Date").

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

#### **I.8 Bid Opening**

Bids will be opened and publicly read at **3 p.m. EDT, Tuesday, November 29, 2022** (the "Bid Opening Date"), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847.

#### **I.9 Prebid Meetings**

No prebid meeting will be held for this RFB.

#### **I.10 Other Important Dates**

Requests for Equivalents Due Date	October 21, 2022
Response for Equivalents Amendment	October 31, 2022
Consideration of Exceptions Due Date	November 4, 2022
Response to Exceptions Amendment	November 14, 2022
Submission of Questions Due Date	November 22, 2022
Tentative Board Award Date	December 21, 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 wide Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States.

## **I.12 Contract Term**

The Initial Term of the awarded Contract shall be for three (3) years (“Initial Term”), beginning January 1, 2023 (“Effective Date”), and continuing until December 31, 2025, unless terminated, cancelled, or extended as set forth in the Contract.

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

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

### **II.1 Captions**

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

### **II.2 Capitalized Terms**

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract shall have the respective meanings specified in this Contract.

### **II.3 Use of Pronouns**

For the Contract 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 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.5 Definition of “Agency”**

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

### **II.6 Definition of “Agreement”**

“Agreement” shall mean the Awarded Vendor Agreement, as may be modified by the Parties (Agency and the Awarded Vendor).

### **II.7 Definition of “Apple Product”**

“Apple Product” shall mean Services, CTO (Configure-to-Order) Products, hardware, and software products manufactured, distributed, or licensed under an Apple-owned or licensed brand name that Eligible Entity has paid to acquire or has properly licensed from Awarded Vendor for its own use, but excluding any third-party software and all other third-party products. If relevant to a successful Bidder, Apple’s standard definitions for Products and Services from Apple’s Direct Customer Agreement (ADCA) shall apply.

## **II.8 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.9 Definition of “Bidder”**

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

## **II.10 Definition of “Clarification”**

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

## **II.11 Definition of “Contract”**

The "Contract" shall consist of this Request for Bids as modified pursuant to the Exceptions process by the Parties, the Agreement and all subsequent written amendments to the Agreement as modified by the Parties, the Apple Professional Services Agreement, and the Apple Master Lease Agreement. In addition, the Contract shall include all information incorporated into the electronic bid form by Agency as approved by Awarded Vendor, the Awarded Vendor’s responses to Questions, the Awarded Vendor’s PEPPM Bid Quote Sheet(s) as modified, the Awarded Vendor’s pricing spreadsheet as modified, the Awarded Vendor’s PEPPM State Selection Form, the Awarded Vendor’s Ancillary Services Form, all other attachments and exhibits to the Request for Bids, and all addenda to the Request for Bids issued prior to the Bid Opening Date (collectively, the “Bid Documents”).

In the event of any conflict or inconsistency among the documents listed above the following Order of Precedence (“OOP”) shall govern the Contract:

1. The Contract
2. The Apple Professional Service Agreement (“PSA”)
3. The Apple Master Lease Agreement (“MLA”). For lease transactions under this Contract, the Master Lease Agreement and any applicable financing documents will control with respect to the terms and conditions pertaining to the lease
4. The Agreement and all subsequent written amendments to the Agreement as modified by the Parties
5. The Bid Documents

There are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind, concerning this Contract, except as contained in this and those documents. Awarded Vendor and Agency acknowledge that the Contract supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Contract contains all of Awarded Vendor’s and Agency’s agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Awarded Vendor and Agency acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into the Contract. Neither Awarded Vendor nor Agency will be liable for any agreements,

warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in the Contract.

Awarded Vendor is deemed to have refused any provisions in Purchase Orders, invoices or other documents or statements from Agency or Eligible Entities that purport to alter or have the effect of altering any provision of the Contract and such refused provisions will be unenforceable. Awarded Vendor shall negotiate, prior to the Effective Date, an eCommerce Merchant Agreement that is separate and apart from the Contract.

**II.12 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.13 Definition of “Eligible Entity”**

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

**II.14 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.15 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.16 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.17 Definition of “LEA”**

“Local Educational Agency” or "[LEA](#)" is defined [elsewhere](#) in this Contract.

**II.18 Definition of “Non-Responsive Bid”**

A “Non-Responsive Bid” is any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this RFB. Bids determined to be non-responsive will not be considered for an award.

**II.19 Definition of “PEPPM”**

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

**II.20 Definition of “Product” or “Products”**

“Products” means, collectively, Apple Products and other products that are sold or licensed by Awarded Vendor to Eligible Entity for its own use. If relevant to a successful Bidder, Apple’s standard definitions for Products and Services from Apple’s Direct Customer Agreement (ADCA) shall apply.

**II.21 Definition of “Purchase Order”**

“Purchase Order” is the document (or electronic version thereof) through which an Eligible Entity can purchase Products from the Awarded Vendor. Awarded Vendor will accept Purchase Order(s) provided, however, that the sole purpose of such Purchase Order(s) shall be to provide information needed to complete the order process and any preprinted terms of such Purchase Order(s) shall be of no force or effect. The submission of a Purchase Order to the Awarded Vendor for the Products and/or Services offered in this Contract shall constitute full and binding acceptance of the Contract.

**II.22 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.23 Definition of “Responsive Bid”**

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

**II.24 Definition of “Services”**

“Services” means, collectively, the standard, price-listed-services, support, and/or training products sold under the Apple brand name. If relevant to a successful Bidder, Apple’s standard definitions for Products and Services from Apple’s Direct Customer Agreement (ADCA) shall apply.

**II.25 Definition of “Transaction Fee”**

“Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

**II.26 Definition of “Terms and Conditions”**

“Terms and Conditions” means the terms and conditions of the Contract as agreed to by the Parties.

**II.27 Definition of “Apple Confidential Information”**

“Apple Confidential Information” means any and all information in oral or written form that Agency or Eligible Entity knows or has reason to know is confidential information and that is disclosed in connection with this Contract or to which Agency or Eligible Entity may have access in connection with this Contract, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and Product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in the Agency’s or Eligible Entity’s possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Agency or Eligible Entity

without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Agency or Eligible Entity in breach of this Contract.

## **II.28 Definition of “Agency or Eligible Entity Confidential Information”**

“Agency or Eligible Entity Confidential Information” means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Agency or Eligible Entity without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple’s request after execution of this Contract and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Agency or Eligible Entity Confidential Information. Agency or Eligible Entity Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple’s possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Agency or Eligible Entity Confidential Information; (d) is required to verify Agency’s or Eligible Entity’s compliance with any provisions of this Contract; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Contract.

## **II.29 Definition of “Limited Warranty”**

“Limited Warranty” means Apple’s standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Contract.

## **II.30 Definition of “Line of Credit”**

“Line of Credit” means a line of credit established for Eligible Entity by Apple or Awarded Vendor in its sole discretion.

## **II.31 Definition of “Party”**

“Party” means either Awarded Vendor or Agency and “Parties” means both of them.

# **III Legal Authorities and Eligible Buying Agencies [Return to Top](#)**

## **III.1 Agency History**

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

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



Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments, and individuals.

### **III.2 Authority for Bidding and Contracting**

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

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

The PEPPM cooperative purchasing program is operated by Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§ 1901 et. seq., as the same may be amended from time to time (the “Cooperative Procurement Code”) and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, as well as other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, tax-exempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies or services.

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

### **III.3 Local Educational Agencies**

Local Educational Agencies means the following tax-exempt, 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, other than nonprofit organizations, defined as “local educational agencies” under applicable law.

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

#### **III.4 Other Eligible Organizations**

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

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

#### **III.5 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.6 Extending Contract Award to LEAs in States Other Than Pennsylvania**

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

### **III.7 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, as modified pursuant to the Exceptions process or Clarified by Awarded Vendor's bid response
- 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 as modified pursuant to the Exceptions process or Clarified by Awarded Vendor's bid response, 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.8 Compliance with Laws and Specific Terms and Conditions**

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

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

### **III.9 eCommerce Merchant Agreement**

Awarded Vendors will be bound to the eCommerce Merchant Agreement as separately and currently in force or negotiated separately between Awarded Vendor and eCommerce Consultant. If the eCommerce Consultant is changed during the course of the Contract, Awarded Vendors may 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.10 Applicability of E-Rate Provisions**

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

For this RFB, no form 470 has been filed.

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

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

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

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

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

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

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds, with payment being made in United State Dollars (USD). No paper checks or cryptocurrency 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, in USD, to the Agency for all purchases by Eligible Entities made through this Contract. This applies to all orders, regardless of the method used to submit the order, the quantity of Apple Products, 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.

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

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

For the purpose of the Contract, the Transaction Fee shall be 1.75 percent of 'Net Sales,' of Apple-branded Products, which means gross sales less returns and cancelled orders within thirty (30) days, shipping and sales and other taxes (excluding taxes based on net income).

### **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 questions in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting this bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and acknowledges and agrees that to the best of such person's knowledge:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening with the intent and for the purpose of collusion
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this RFB, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Bidder is not currently under investigation by any governmental agency, and has not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted

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

By submitting a bid, the Bidder certifies that, within the past five (5) years, none of its officers or executive directors have been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

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

### **V.3 Overdue Tax Liabilities and Other Delinquent Obligations**

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

### **V.4 Notice of Any Changes**

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if Awarded Vendor is suspended in any state where the

Awarded Vendor does business under the Contract. All notices must be in writing and received by the Agency within a commercially reasonable period of time after the change, delinquency, suspension, or debarment. Awarded Vendor may provide notice to Agency by email to the email address provided by the Agency.

#### **V.5 Americans With Disabilities Act**

Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply all applicable regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

#### **V.6 Covenant Against Contingent Fees**

The Awarded Vendor certifies that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees. For breach or violation of this certification, the Agency, or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order, as applicable.

#### **V.7 Bidder Profiling**

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

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

#### **V.8 Historically Underutilized 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.9 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 through the term of any outstanding Purchase Orders with an Eligible Entity a minimum of \$1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor is required to purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

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

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workmen’s Compensation Act of 1951, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

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

#### **V.10 Definitions Related to Vendor Integrity**

For purposes of the Sections V.10 through V.19 only, the following definitions shall apply:

- “Agency or Eligible Entity Confidential information” as defined in [Section II](#)
- “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 that has entered into the Contract or a Purchase Order with an Eligible Entity
- “Financial interest” means a) ownership of more than a five (5) 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.11 Highest Standards of Integrity**

The Awarded Vendor, Agency and Eligible Entity shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of applicable state or federal laws, regulations.

#### **V.12 Confidential Information**

As set forth in Section V.10, the Awarded Vendor shall not disclose any Agency or Eligible Entity any Confidential Information gained by virtue of the Contract or Purchase Order.

**V.13 Pecuniary Benefit**

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

**V.14 Giving Gratuities**

The Awarded Vendor shall not knowingly, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity unless permitted by applicable laws and policies.

**V.15 Accepting Gratuities**

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

**V.16 Notification of Violations**

The Awarded Vendor, upon being informed that any violation of these provisions (*i.e.*, Sections V.10 through V.19) has occurred, shall use commercially reasonable efforts to notify the Agency in writing or Eligible Entity in writing.

**V.17 Certification of Non-Violation**

The Awarded Vendor, by execution of the Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not knowingly violated any of these provisions (*i.e.*, Sections V.10 through V.19).

**V.18 Cooperation with Authorities**

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

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

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



#### **V.19 Rights and Remedies in the Event of Violation**

In the event Awarded Vendor knowingly violates Sections V.10 through V.19, the Agency may terminate the Contract, or an Eligible Entity may cancel a Purchase Order, as applicable. The Agency or Eligible Entity shall provide Awarded Vendor with written notice of the violation and thirty (30) days to cure the violation.

#### **V.20 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.21 Nondiscrimination and Sexual Harassment**

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

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, shall not by reason of recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- The Awarded Vendor shall not in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law. Awarded Vendor shall require any subcontractor to be compliant with all applicable laws and regulations regarding non- discrimination
- The Awarded Vendor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.



- The Awarded Vendor shall not discriminate by reason of recruiting, hiring, training, or promoting on the basis of race, color, ancestry national origin, religion, creed, age (over 40), mental and physical disability, sex, gender (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender identity or expression, medical condition, genetic information, marital status, or military or protected Veteran status or any other basis protected by law against any supplier who is qualified to perform the work to which the Contract relates.

## **V.22 References and Past Performance**

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

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

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

### **VI.1 Product Line Sought**

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

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

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

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

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

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

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

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

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

### **VI.3 Installation and Service**

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

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

Products that become available after the start of the Contract may be added to the existing Contract. Pricing shall be in accordance with Awarded Vendor's then-current applicable price list. Agency agrees that Awarded Vendor may change Product offerings, discounts, and base pricing at any time and without notice to Agency or Eligible Entity.

### **VI.5 Proof of Supply**

Unless Bidder is the manufacturer of the Products, Bidder must offer evidence of access to a legal source of supply of the Products upon written request from Agency.

### **VI.6 Liens**

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

### **VI.7 Licenses**

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

### **VI.8 Standard Warranty**

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Awarded Vendor. All Products, other than Apple Products, are sold "as is" and without warranty or support from Awarded Vendor, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Eligible Entity's request, Awarded Vendor will provide a copy of the manufacturer's warranty accompanying Products offered by Awarded Vendor under this Contract. Nothing in this Contract shall be construed as obligating Awarded Vendor to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

Except for the Limited Warranty, Awarded Vendor makes no warranties, either express or implied, with respect to the Products or Services and to the maximum extent provided by law, Awarded Vendor hereby disclaims such warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

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

### **VI.9 Ancillary Services Related to Products**

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell. Any ancillary services



purchased under the Contract shall be subject to this Contract, any ancillary services schedule offered as part of the bid or an Awarded Vendor's Professional Services Agreement as may be applicable.

#### **VI.10 Returned Goods Policy**

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

#### **VI.11 Hazardous Materials**

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

#### **VI.12 Export Compliance**

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

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

#### **VII.1 An Overview of the Ordering Process**

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

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

## **VII.2 Display of Contract Pricing**

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

- Make actual prices blind to non-registered users
- Display pricing only if relevant to a buyer's geography and profile
- Make line items searchable by keyword, by Product Line, or by category

Notwithstanding the foregoing, pricing shall be in accordance with Awarded Vendor's then-current base pricing or applicable price list. Agency agrees that Awarded Vendor may change Product offerings, discounts, and pricing at any time and without notice to Agency or Eligible Entity.

## **VII.3 Direct Receipt of Orders**

Upon mutual written agreement and subject to additional terms and conditions, the Parties may agree to have Awarded Vendor receive orders directly.

## **VII.4 Instruments for Orders**

Eligible Entity may order Products from Awarded Vendor by either: (i) ordering at an Awarded Vendor Retail Store, (ii) ordering electronically through the online portal managed by Awarded Vendor, (iii) submitting a Purchase Order to Awarded Vendor, as permitted by Awarded Vendor, or (iv) by any other means communicated by Awarded Vendor. All purchases of Products under this Contract shall be made solely for Eligible Entity's end use and not for resale. In the event Eligible Entity submits orders via an online portal managed by Awarded Vendor, Eligible Entity agrees to Awarded Vendor's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

## **VII.5 Submission of Purchase Orders**

Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to [Orders@PEPPM.org](mailto: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 Awarded Vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Upon delivery of a Purchase Order, the Awarded Vendor is expected to enter into the system of record to accept the order. Once the Purchase Order has been deemed as valid, an order acknowledgment will be sent to the Eligible Entity.



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 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.8 Invoice Requirements**

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

#### **VII.9 Payments**

Unless Eligible Entity qualifies for credit with Awarded Vendor or except as otherwise approved by Awarded Vendor, Eligible Entity shall pre-pay for all orders placed.

Provided that Eligible Entity qualifies for credit with Awarded Vendor, Eligible Entity shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Eligible Entity is qualified for credit with Awarded Vendor, payment of such invoice is due no later than thirty (30) days from the invoice date.

Awarded Vendor may in its sole discretion establish a Line of Credit for Eligible Entity. If Awarded Vendor establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

Payment terms for all amounts due from Eligible Entity to Awarded Vendor (including payments for Services) will be net thirty (30) days from the date of Awarded Vendor’s invoice, except as may otherwise be required by Awarded Vendor in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the Awarded Vendor and Eligible Entity in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Awarded Vendor shall be entitled to place the Eligible Entity’s account on credit hold until payment is received in full.

The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Eligible Entity for amounts owing to Awarded Vendor under this Contract, any other agreement or for any other sales or extensions of credit of any kind by Awarded Vendor to Eligible Entity. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Awarded Vendor. In exercising its discretion, Awarded Vendor reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well-being of Eligible Entity; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Eligible Entity; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Awarded Vendor will likely be, or

has been required to realize upon and liquidate such collateral or credit enhancement. Eligible Entity acknowledges that Awarded Vendor can reduce, vary, or cancel the Line of Credit at any time.

Awarded Vendor may place sales to Eligible Entity on immediate credit hold (i.e., suspend all sales to Eligible Entity) whenever the outstanding balance owed by Eligible Entity and its subsidiaries and/or affiliates to Awarded Vendor would exceed the Line of Credit or whenever Eligible Entity fails to make payment to Awarded Vendor in accordance with established terms.

Without prejudice to its right to terminate this Contract under [Section XIII.6](#), Awarded Vendor reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Eligible Entity of any of its obligations to Awarded Vendor, including the failure to comply with any credit terms.

Should there at any time be monies owing from Awarded Vendor to Eligible Entity, Awarded Vendor will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Eligible Entity or its affiliates or subsidiaries to Awarded Vendor.

Upon Awarded Vendor's reasonable request, Eligible Entity will provide to Awarded Vendor or an Awarded Vendor affiliate: (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials, if applicable; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Awarded Vendor in a format agreed upon by Awarded Vendor and Eligible Entity. If such information is not provided in a timely manner, Awarded Vendor may suspend all sales to Eligible Entity or exercise any other remedies hereunder until such information is provided to Awarded Vendor.

All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Eligible Entity. Proof of tax-exempt status must be on file at Awarded Vendor's Support Center for any order to be treated as a tax-exempt transaction. Awarded Vendor will also charge for any fees due from Eligible Entity by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Awarded Vendor reserves the right to change its price lists and Eligible Entity's credit terms at any time. In addition to Awarded Vendor's other rights herein, Awarded Vendor reserves the right, without liability or obligation to Eligible Entity, to suspend deliveries due to a payment default.

## **VII.10 Tax Exemptions**

No charge will be applied for federal, state, or local taxes from which the Eligible Entity is exempt, as long as Awarded Vendor has proof of Agency's or Eligible Entity's exempt status on file at Awarded Vendor's Support Center. Notwithstanding the foregoing, Awarded Vendor will also charge for any fees due from Agency and/or Eligible Entity by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Awarded Vendor reserves the right to change its price lists and Agency and/or Eligible Entity's credit terms, if applicable, at any time. In addition to Awarded Vendor's other rights herein, Awarded Vendor reserves the right, without liability or obligation to Agency and/or Eligible Entity, to suspend deliveries due to a payment default.



## **VII.11 Delivery**

Except for U.S. federal government agencies, title, and risk of loss to all Products will pass to Eligible Entity upon shipment from Awarded Vendor's shipping location. For Products shipped pursuant to Awarded Vendor's standard practices, Awarded Vendor will issue credits or replace Products returned due to damage in transit or that are lost in transit. When Products are not shipped pursuant to Awarded Vendor's standard practices but instead via a carrier selected by Eligible Entity, Awarded Vendor will not issue credits or replace Products returned due to damage in transit or that are lost in transit and Eligible Entity's sole recourse for loss or damage shall be against its own insurer, its selected carrier, and its carrier's insurer. Eligible Entity shall insure Products for their full replacement value from delivery to Eligible Entity until Eligible Entity has paid Awarded Vendor in full for such Products and shall name Awarded Vendor as a loss payee on the Eligible Entity's policy. For both government and non-government sales, shipping charges for orders shipped under Eligible Entity's instructions will be added to Awarded Vendor's invoice or shipped freight collect, at Awarded Vendor's option.

For orders picked up by Eligible Entity at the Awarded Vendor Retail Store, title and risk of loss or damage to Products will pass to Eligible Entity upon pick up of the Products from the Awarded Vendor Retail Store. Title to the Products will pass to Eligible Entity when Awarded Vendor provides notice that the Products are available for pick up from the Awarded Vendor Retail Store. Eligible Entity shall contact the Awarded Vendor Retail Store for any issues regarding pick up of the Products.

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

## **VII.12 Shipping Errors**

Awarded Vendor agrees that shipping errors directly caused by Awarded Vendor 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 any party. Awarded Vendor shall not be held liable for Eligible Entity's refusal to accept delivery of Products specified on a Purchase Order or Product substitutions approved by Eligible Entity.

# **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 (also called "base price") 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 of documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

### **VIII.4 Variable Percentage Formulas**

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

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

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

### **VIII.5 Effective Bid Pricing for Evaluation**

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

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

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

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

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

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



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

#### **VIII.6 PEPPM Pricing Template**

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

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

#### **VIII.7 Importance of Final Effective Price**

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

#### **VIII.8 Importance of Correct Manufacturer SKUs**

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

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

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

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being determined non-responsive.

#### **VIII.9 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.10 Pricing for Bundles

Awarded Vendors may submit price lists for posting that provide for bundles that include third-party products related to the branded Apple Products under Contract.

## VIII.11 Errors on the Bid Response Tab

If a Bidder makes an 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.12 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.

# 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](http://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. Registration, use of such software and/or electronic submission shall not be construed as acceptance of any terms or conditions provided by Epylon.

## 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](mailto:Service@Epylon.com).

#### **IX.4 Prebid Meetings**

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

#### **IX.5 Bidders’ Questions**

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

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

#### **IX.6 Exceptions to Terms and Conditions**

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

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

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards.

#### **IX.7 An Overview of the Bid Form**

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

- Answers to Questions: If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments



- Uploading Attachments to the Product Line: After checking the box to indicate its intention to bid the Apple Product Line, the Bidder must attach several files alongside that particular product line description.
- Payment Information: Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

## IX.8 Required Attachments

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

1. Attachments that go alongside the name of the Product Line being bid are:
  - Returned Goods Policy
  - Statement of Warranties
  - Proof-of-Supply Letter (if applicable)
  - Ancillary Services Form or Equivalent
  - State Selection Form
  - Signed Awarded Vendor Agreement
  - PEPPM Pricing Template
2. Attachments that go alongside a required question are:
  - Reference Forms (containing at least three references)
  - Any optional files to expand upon an answer to a question
  - Leasing information (optional)
3. Attachments that can be uploaded to the Additional Response Information Section are:
  - Any optional files to provide the Agency more information

## IX.9 Marketing Plan

Agency desires that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts. Notwithstanding the foregoing, the Parties acknowledge and agree that in the interest of impartiality, Awarded Vendor may generally refrain from attempts to influence the contracting decisions made by Eligible Entities. Further, the Agency acknowledges and agrees that Awarded Vendor retains the right and authority to request Eligible Entities in any state to utilize other purchasing vehicles or contracts available to such Eligible Entities at Awarded Vendor's sole and exclusive discretion. Accordingly, Awarded Vendor may not have developed a specific marketing plan for driving PEPPM business under this RFB. For any marketing program developed by the Agency or Eligible Entity, neither the Agency or Eligible Entity shall use Awarded Vendor's name, logo, trademarks or service marks in any advertising, communications or publications without the Awarded Vendor's prior written consent or approved license.

## IX.10 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.11 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, as modified pursuant to the Exceptions process by Bidder, final pricing and written statements submitted to Agency.

#### **IX.12 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.13 Withdrawal**

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

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and Ancillary Services, if applicable, at the bid price and in accordance with the Contract.

#### **IX.14 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.15 Late Bids**

The Agency will not consider late bids.

#### **IX.16 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 Opening Date](#).

#### **IX.17 Protests**

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency

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

A protest must include:

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

#### **IX.18 Use of Submitted Documents**

During the Initial Term or any Renewal Term and for five (5) years thereafter, neither Agency or Eligible Entity will use Awarded Vendor Confidential Information, as set forth in [Section II.28](#) of this Contract, except as required to achieve the objectives of this Contract, or disclose such Awarded Vendor Confidential Information except to employees or contractors who have a need to know. Neither Agency or Eligible Entity will make any disclosure or statement of Awarded Vendor Confidential Information in connection with the Contract or its subject matter without Awarded Vendor's prior, specific written consent. Neither Agency or Eligible Entity shall make any public statement regarding any item of Awarded Vendor's Confidential Information, including but not limited to any matter of business between Agency or Eligible Entity and Apple, or the nature of any contractual relations between Apple and Agency or Eligible Entity or any third party. Agency or Eligible Entity may disclose Awarded Vendor Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Awarded Vendor notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Awarded Vendor Confidential Information.

#### **IX.19 State Selection Form**

Awarded Vendors are obliged to serve all LEAs in Pennsylvania.

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

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

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

#### **X.1 Qualification for Evaluation**

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

#### **X.2 Creation of Contracts**

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



### **X.3 Bid Evaluation Process**

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

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

### **X.4 Rejection of Bids**

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

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

### **X.5 Ambiguities**

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

### **X.6 Evaluation of Responsiveness**

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

Factors related to a vendor's bid as whole:

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

Factors related to the Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached alongside the Product Line being bid
- A returned goods policy for the Product Line was attached
- A statement of warranties for the Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering

- A dated, proof-of-supply document was attached alongside the Product Line, or the Bidder gave evidence that it was the manufacturer of the Product Line being bid (if applicable)
- A State Selection Form was attached alongside the Product Line being bid
- Quote sheets for the Product Line indicated pricing formulas and a price basis
- All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so that effective prices could be compared to those of competing Bidders
- The Bidder attached an ancillary service form spreadsheet alongside the Product Line being bid or stated in an answer to questions that it was not providing any Ancillary Services

## **X.7 Evaluation of Responsibility**

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

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

## **X.8 Evaluation of Pricing**

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

## **X.9 Non-Material Deviations**

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

# **XI Uniform 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 Guidance,” “UG” or new “EDGAR”), and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as “ESSER I” or “ESSER II” funds). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds. Applicability of requirements shall be made in Awarded Vendor’s sole discretion. Eligible Entity must advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.17 shall apply. Such notice shall be provided at the time the Purchase Order is initiated.

#### **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 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. Any Contract award will be subject to such Contract.

#### **XI.3 Termination for Cause or Convenience**

Any purchase or contract in excess of \$10,000 made using federal funds must address termination for cause and convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement. See [Sections XIII.3](#) and [XIII.6](#).

#### **XI.4 Equal Employment Opportunity**

At time of award, Agency and Awarded Vendor agree that the Contract does not constitute a “federally assisted construction Contract” under 41 CFR Part 60-1.3. Eligible Entity agrees that it shall not order any Products or Services under the Contract in such a manner which would result in the Contract or Purchase Order constituting a “federally assisted construction Contract” under 41 CFR Part 60-1.3.

#### **XI.5 Davis-Bacon Act**

At the time of award, Agency and Awarded Vendor agree that the Contract is not a construction contract subject to 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”) (collectively, “Davis-Bacon Act”). Eligible Entity agrees that it shall not order any Products or Services under the Contract in such a manner which would result in the Contract or Purchase Order becoming subject to the Davis-Bacon Act.

#### **XI.6 Contract Work Hours and Safety Standards Act**

At the time of award, Agency and Awarded Vendor agree that the Contract is not a public works contract subject to 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) (the “Hours and Safety Act”). Eligible Entity agrees that it shall not order any Products or Services under the Contract in such a manner which would result in the Contract or Purchase Order becoming subject to the Hours and Safety Act.



#### **XI.7 Rights to Inventions Made Under a Contract or Agreement**

At the time of award, Agency and Awarded Vendor agree that 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,” are not applicable to the Contract. The Contract is exclusively for the purchase of Products and/or Services. Intellectual property, including without limitation the right to any inventions, is not being assigned under the Contract.

#### **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 more than \$150,000 must contain a provision that requires the non-federal award to comply with all 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). Awarded Vendor agrees to comply with the applicable provision in accordance with and as limited by the Terms and Conditions of this Contract.

#### **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, and 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. Awarded Vendor agrees to comply with the applicable provision in accordance with and as limited by the Terms and Conditions of this Contract.

#### **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**

At the time of award, to the best of Agency's and Awarded Vendor's knowledge, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act does not apply to this Contract. The Contract is exclusively for the purchase of Products and/or Services.

#### **XI.12 Profit as a Separate Element of Price**

For purchases using federal funds more than \$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 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**

At the time of award, Agency and Awarded Vendor agree that the Contract is not a construction contract which would require bid security, performance bonds or payment bonds pursuant to 2 CFR. § 326. Eligible Entity agrees that it shall not order any Products or Services under the Contract in such a manner which would result in the Contract or Purchase Order becoming subject to 2 CFR. § 326.

#### **XI.14 Not-To-Exceed Price**

All Awarded Vendor Professional Services will be subject to a mutually agreed upon and executed Statement of Work.

#### **XI.15 Contracting with Historically Underutilized Businesses**

The Awarded Vendor shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Bidder's are encouraged to upload their Supplier Diversity plan for the Contract to their bid form.

#### **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.

*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 before the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

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

#### **XI.17 General Compliance and Cooperation with Eligible Entity**

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

Awarded Vendor agrees to comply with the applicable provision in accordance with and as limited by the Terms and Conditions of this Contract subject to [Section V.18](#).

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

### **XII.1 Audit Requirements**

Subject to the [Section V.18 Cooperation with Authorities](#) and [Section II.27 Awarded Vendor Confidential Information](#), Agency reserves the right to ask Awarded Vendors for proof of correct bid- price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales.

Awarded Vendor will cooperate with PEPPM staff or auditors for any applicable request for records to sample or verify any of their posted pricing or invoiced sales.

### **XII.2 Contact and Ordering Instructions**

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

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

### **XII.3 Price Lists**

Awarded Vendors are required to submit information in a format mutually agreed upon with Agency that allows for obtaining the pricing of Products during the term of the Contract. Notwithstanding the foregoing, Products that become available after the start of the Contract may be added to the existing Contract. Pricing shall be in accordance with Awarded Vendor's then-current applicable price list.



Agency agrees that Awarded Vendor may change Product offerings, discounts, and pricing at any time and without notice to Agency or Eligible Entity.

#### **XII.4 Pricing Updates**

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a markup over cost. Price lists may change frequently at the discretion of the Awarded Vendor. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. Notwithstanding the foregoing, Agency and Eligible Entity agree that Awarded Vendor may change Product offerings, discounts and pricing at any time and without notice to Agency or Eligible Entity.

##### **Specials and Promotions**

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

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

Awarded Vendor's available pricing is based on the Awarded Vendor's then-current Education Price List for Apple Products.

#### **XII.5 Leasing Information**

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

Lease or rental proposals to Eligible Entities must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid- discounted-pricing or better.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender, and Agency will not be involved in any way. If offering a lease plan, a Bidder must describe the plan in an attachment to the bid form.

#### **XII.6 Contract Promotion, Advertising, and Marketing**

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

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

Agency extends Awarded Vendor a license to use the PEPPM logo on the Awarded Vendor's website and in marketing collateral. Advance permission and review are required. 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. Neither the Agency or Eligible Entity shall use Awarded Vendor's

name, logo, trademarks or service marks in any advertising, communications, or publications without the Awarded Vendor's prior written consent.

#### **XII.7 Training of the Sales Force**

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

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

#### **XIII.1 Entire Agreement**

Awarded Vendor and Agency acknowledge that the Contract supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Contract contains all of Awarded Vendor's, Agency's, and Eligible Entity's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Awarded Vendor and Agency acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Contract. Neither Awarded Vendor nor Agency will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Contract. Awarded Vendor is deemed to have refused any provisions in Purchase Orders, invoices or other documents or statements from an Eligible Entity that purport to alter or have the effect of altering any provision of the Contract and such refused provisions will be unenforceable.

#### **XIII.2 Novation**

Agency may not assign this Agreement or any of its rights or duties without Awarded Vendor's prior written consent. Any non-compliant assignment by Agency shall be null and void. Awarded Vendor may assign this Agreement, in whole or in part, in Awarded Vendor's sole and absolute discretion, to any affiliate of or successor in interest to Awarded Vendor, without the consent of Agency.

#### **XIII.3 Cancellation of 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 cancel the whole or any part of a Purchase Order for the following reasons:

Eligible Entity may cancel a Purchase Order prior to shipment from Apple's shipping location upon advance notice to Awarded Vendor. Fees may be associated with cancellation of a Purchase Order.

Non-Appropriation: In the event that the Eligible Entity purchasing from the Awarded Vendor is a state or local agency under laws of the state applicable to such agency, the agency'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 agency shall have the right to cancel the Purchase Order (including any applicable lease). The Awarded Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Purchase Order. Such

reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose. To the extent permitted by law, in the event notice is given cancelling any Purchase Order from any Eligible Entity resulting from this Contract, the due date of all Eligible Entity's invoices shall be accelerated so that all such invoices become due and payable as of the date of notice of cancellation. Eligible Entity will cease placing new orders for Products from Awarded Vendor on the effective date of cancellation. Notwithstanding anything to the contrary, cancellation of any Purchase Order resulting from this Contract due to non-appropriation shall not terminate or relieve the Eligible Entity of its payment obligations under all Purchase Orders that have been accepted by Awarded Vendor.

#### **XIII.4 Remedies**

The rights and remedies of the Agency, Eligible Entity, and Awarded Vendor provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract.

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

To the extent that an Eligible Entity has an administrative dispute resolution process that is mandated by law, the Awarded Vendor agrees to adhere to such process

#### **XIII.5 Force Majeure**

No party will incur any liability to the other if its performance of any obligation other than payment obligations, 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 within a commercially reasonable period of time when Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may cancel any Purchase Order delayed by more than thirty (30) days from the scheduled ship date.



### **XIII.6 Termination of Contract**

- Termination for Convenience. This Contract may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.
- Termination for Cause. Either Party may terminate this Contract upon thirty (30) days prior written notice if the other Party has breached this Contract and has failed to cure such breach within thirty (30) days of the date of such notice.
- Effect of Notice of Termination. If either Party gives a notice of termination of the Contract according to this section: (i) all unpaid invoices issued by Awarded Vendor will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Agency will cease placing new orders for Products from Awarded Vendor on the effective date of termination.

### **XIII.7 Indemnification**

Provided that Agency or Eligible Entity promptly notifies Awarded Vendor in writing, gives Awarded Vendor sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to [Section XIII.8](#), Awarded Vendor will defend any proceeding or action brought by a third party against Agency or Eligible Entity to the extent based on a claim that: (i) an Apple Product that Agency or Eligible Entity has paid to acquire from Awarded Vendor infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Awarded Vendor's gross negligence or willful misconduct during the performance of services.

Notwithstanding the foregoing, Awarded Vendor shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Agency or Eligible Entity, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

Agency or Eligible Entity shall promptly notify Awarded Vendor, in writing, of any claim, demand, proceeding or suit of which Agency or Eligible Entity becomes aware which may give rise to a right of defense under this section ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Awarded Vendor within thirty (30) days of Agency's or Eligible Entity's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Awarded Vendor. Awarded Vendor, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Awarded Vendor in its sole discretion to resolve the Claim by settlement or compromise. Upon Awarded Vendor's acceptance of tender, Agency or Eligible Entity will cooperate with Awarded Vendor with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, no party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

In the event of a Claim, Awarded Vendor may at its sole option (but shall not be obligated to): (i) procure for Agency or Eligible Entity the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Agency or Eligible Entity to Awarded Vendor for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES AGENCY AND ELIGIBLE ENTITY'S SOLE AND EXCLUSIVE REMEDY AND AWARDED VENDOR'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION.

### **XIII.8 Limits of Liability**

Awarded Vendor's maximum aggregate liability (including any liability for the acts or omissions of Awarded Vendor's employees, agents and subcontractors) for any and all claims of any kind arising out of or in connection with the Contract, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed one million dollars (\$1,000,000).

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL AWARDED VENDOR BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

THE PARTIES AGREE THAT THE TERMS OF THE CONTRACT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS CONTRACT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE CONTRACT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS CONTRACT WILL BE AGENCY'S OR ELIGIBLE ENTITY'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST AWARDED VENDOR.

### **XIII.9 Governing Law; Jurisdiction and Venue, and Severability**

With regard to the relationship between Agency and Awarded Vendor and any claims, disputes or other matters arising out of said relationship, the Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions).

With regard to the relationship between an Eligible Entity and the Awarded Vendor and any claims, disputes or other matters arising out of said relationship, all Eligible Entity's Purchase Orders shall be governed by and interpreted and enforced in accordance with the laws of the respective state (without regard to any conflict of law provisions) of the Eligible Entity.

### **XIII.10 Notices**

Any notice under this Contract must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the addresses provided by Awarded Vendor and Agency.

### **XIII.11 Binding Nature and Survival**

The Contract 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, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract shall survive the expiration or termination of the Contract. Additionally, all defined terms and the following sections of the Contract shall survive expiration or any termination of the Contract: [VII.9 \(Payments\)](#); [IX.18 \(Use of Submitted Documents\)](#); [XIII.13 \(Representations and Warranties\)](#); [XIII.7 \(Indemnity\)](#); [XIII.8 \(Limits of Liability\)](#); [XIII.6 \(Termination of Contract\)](#); and [XIII.11 \(Binding Nature and Survival\)](#).

### **XIII.12 eCommerce Consultant Contract Termination**

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to use the new eCommerce Consultant and eCommerce system in order to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors will need to execute new eCommerce Merchant Agreements and Nondisclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have twenty (20) workdays after receipt of the new agreements to sign and return the agreements in order to continue their Agency Contracts. If the Awarded Vendor does not sign and return the agreements within the twenty (20)-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least ten (10) days' prior written notice. Awarded Vendor retains the right to immediately terminate the Contract if in its sole discretion it determines that the terms of any eCommerce Merchant Agreement or other agreement with the selected eCommerce Consultant are unacceptable.

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.13 Representations and Warranties**

Agency or Eligible Entity represents and warrants that: Agency has the right to enter into this Contract and perform its obligations hereunder; (ii) the terms of this Contract do not violate and will not cause a breach of the terms of any other agreement to which Agency is a party or by which it is bound; and



(iii) all Products purchased will be for Eligible Entity's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

#### **XIII.14 Software**

Agency and Eligible Entity acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Eligible Entity, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

#### **XIII.15 Restrictions**

Unless Eligible Entity has obtained Awarded Vendor's prior written consent, Eligible Entity, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Eligible Entity shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

#### **XIII.16 Support**

Awarded Vendor will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

#### **XIII.17 Shipment**

Prices include standard freight and insurance using an Awarded Vendor-selected carrier. Awarded Vendor does not guarantee that Products will be available at all times during the Initial Term.

Awarded Vendor reserves the right to accept or decline any order, in whole or in part. Awarded Vendor may cancel any accepted order prior to shipment, if in its sole discretion, Awarded Vendor determines that it has insufficient inventory to fulfill such order. Awarded Vendor may make partial shipments of Eligible Entity's orders and will not be liable for any failure to ship complete orders.

Eligible Entity will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Awarded Vendor will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Eligible Entity.

#### **XIII.18 Protected Health Information**

Eligible Entity shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 CFR § 160.103) or (ii) in any manner that would make Awarded Vendor or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 CFR. § 160.103, of the Eligible Entity or any third party. Agency or Eligible Entity agrees to be solely responsible for complying with any reporting requirements under law or contract arising

from Agency's or Eligible Entity's breach of this section and to reimburse Awarded Vendor for any losses incurred by Awarded Vendor relating to those reporting obligations.

#### **XIII.19 Copyright**

This RFB, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2022 (©2022, CSIU & Epylon).

[END]