



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) 523-1155 ext
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. 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. 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.

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

STATE OF PENNSYLVANIA
COUNTY OF NORTHUMBERLAND SS: 82-2664009

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

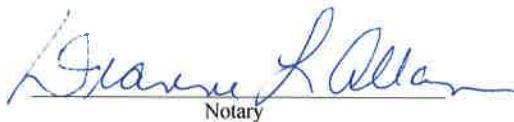
of THE DAILY ITEM, a newspaper of general circulation in Union, Northumberland, Snyder and Montour Counties, the paper in which publication has been directed, who being duly sworn according to law, doth depose and say that said newspaper was established April 15, 1970, and has its place of business at 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

18th and 25th days of October and 1st 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 1st 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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DI: 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

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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

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 publicnoticenewspaper.com

MEETING NOTICES

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
February 7, 2023
March 7, 2023
April 4, 2023
May 2, 2023
June 6, 2023

July 5, 2023
August 1, 2023
September 5, 2023
October 3, 2023
November 7, 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
April 4, 2023

July 5, 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
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 p.m. in the Conference Room at 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 dpribulka@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 on November 2, 2022, at 6:30 pm to discuss a received application. Wash Partners LLC, who own 3525 Union Deposit Road, are requesting 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 3525 Union Deposit Road, are requesting a variance for relief from section 27-2406.1, Table 2401 of the Susquehanna Township Zoning Ordinance, to erect a 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 file or request accommodation call 717-909-5200. 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 the Middletown webstream at <https://trustees.psu.edu/bluebeam-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 MIDDLETON, PENNSYLVANIA

The Civil Service Commission of the Borough of Middletown, Dauphin County, Pennsylvania will hold a public meeting on October 13, 2022, at 11:00 a.m. at the Middletown Borough Hall, 40 W. Emma Street, 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

2022, at 1:00 pm. The meeting will be held in Council Chambers at the Wormleysburg Borough Hall, 20 Market St. Wormleysburg.

Deborah A. Eader
Borough Manager

NOTICE SPECIAL MEETING SUSQUEHANNA TOWNSHIP PENSION COMMITTEE

Susquehanna Township's Pension Committee will meet on Wednesday, October 26, 2022 at 12:00pm at the Susquehanna Township Municipal Office, 1900 Linglestown Road, Harrisburg, PA 17110 to discuss, deliberate, and take action on any lawful item that may come before the Committee.

Any person with a disability requiring a special accommodation to attend the meeting should notify David Pribulka, at dpribulka@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

MISCELLANEOUS LEGAL NOTICES

NOTICE

In accordance with Section 1308 of the Pennsylvania Borough Code, notice is hereby given that the proposed 2023 budget for the Borough of Middletown, Dauphin County, has been tentatively adopted and is available for public inspection at Borough Hall, Office of the Borough Secretary, 40 W. Emma Street, Middletown, PA 17057, between the hours of 8:00 a.m. to 4:30 p.m. and the Borough website www.middletownborough.com during the 10-day period beginning Tuesday, October 18, 2022 through Thursday, October 27, 2022.

Wasabi Holding, Inc., a foreign business corporation incorporated under the laws of Delaware, with its principal office located at 111 Huntington Ave., Ste. 2900, Boston, MA 02199, 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 pursuant to the applicable provisions of 15 Pa.C.S. Section 415 or 417, In Defense of Growth Incorporated, a corporation incorporated under the laws of the State of Delaware, with its registered office in PA is c/o: Corporation Service Co., Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State.

Saluda Medical Americas Incorporated, a foreign business corporation incorporated under the laws of Delaware, with its principal office located at 9401 James Ave S. Ste. 132, Bloomington, MN 55431, 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 2201 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.

Notice is hereby given that Epic Staffing Group, Inc., a foreign business corporation incorporated under the laws of Delaware, with its principal office located at 2041 Rosecrans Ave., Ste. 245, El Segundo, CA 90245, 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.

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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, in the offices of Hampden Township, 209 South Spring 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 at 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 (.0156 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	Cents Per Front Foot
Tax Rate for General Purposes	0.156 mill	1.56 cents
Total	0.156 mill	1.56 cents

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
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
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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 203.3, 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 redopted.

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: These provisions 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 redopted 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.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

ORDINANCES & PROPOSALS

Susquehanna Township is currently considering but choosing not to adopt. 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.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

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 at 4401 N 6th St, Harrisburg, PA 17110 to satisfy a lien on November 16th of approx. 11am of www.storage-treasures.com.

Cube # 0160 Keisha Thompson
Cube # 0192 Robin Bullock
Cube # 0407 Lucille Layton
Cube # 0450 Victoria Howell
Cube # 1020 Natalie Hogan
Cube # 1202 Victor Maisonet

NOTICE OF PUBLIC SALE: The following self-storage unit contents containing household and other goods will be sold for cash by CubeSmart at 1015 Cumberland Parkway, Mechanicsburg, PA 17055 to satisfy a lien on November 16, 2022 at approx. 1pm of www.storage-treasures.com.

Unit # 00085 Adam Rohack
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 1015 Cumberland Parkway, Mechanicsburg, PA 17055 to satisfy a lien on November 16, 2022 at approx. 1pm of www.storage-treasures.com.

Cube # 010711 Donald Stough

PUBLIC SALES

Cube #010840 Kaleena Shannon
Cube #010920 Carlos Aponte
Cube #021153 Jason Ruda

The following self-storage Cube contents containing household and other goods will be sold for cash by CubeSmart, 350 S. 7th Street, Lemoyne, PA 17043 to satisfy a lien on November 16th at approx. 10:00 am at www.storage-treasures.com

CubeSmart Self-Storage:
• Storage Unit 212 - Karla Adams
• Storage Unit 303 - Michael McMains
• Storage Unit 344 - Robert Lawson
• Storage Unit 418 - Natasha Moiman

NOTICE OF PUBLIC SALE: The following self-storage Cube contents containing household and other goods will be sold for cash by CubeSmart at 1625 Allenton Blvd, Allentown, PA 18101 to satisfy a lien on November 16th at approx. 12:00 pm at www.storage-treasures.com

Cube # 415 Kasey Pagano
Cube #5036

NOTICE OF PUBLIC SALE: The following self-storage unit contents containing household and other goods will be sold for cash by CubeSmart at 4401 N 6th St, Harrisburg, PA 17110 to satisfy a lien on November 16, 2022 at approx. 11am of www.storage-treasures.com.

Cube # 0160 Keisha Thompson
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Cube # 010711 Donald Stough

PROPOSALS & 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 for the PEPPM Cooperative Purchasing Program shall be received by the Central

Susquehanna Township, Betsy Logan, Asst. Township Manager, 1900 Linglestown Rd Hbg PA 17110.

The auction will be listed on www.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

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Cube # 010711 Donald Stough

REQUEST FOR BIDS

Interested bidders must register to access and secure the bid documents online at www.eprylon.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.eprylon.com/bids.

REQUEST FOR 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 CSU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.

REQUEST FOR BIDS

The Mechanicsburg Area School District is accepting bids for field and athletic equipment and supplies. The specifications and project scope can be obtained from the District Office by calling 717-691-3259 or by emailing jschweighar@mbsd.org.

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

ORDINANCES & PROPOSALS

ORDINANCES & PROPOSALS

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

Karen J. Hendricks
Notary Public

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

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NOTICE TO BIDDERS

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

Watson town Borough Council will accept sealed bids for residential refuse collection within the limits of the Borough of Watson town for the years 2023, 2024, and 2025 at the Watson town Borough Office, 318 Main Street, Watson town, 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 Watson town 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 Watson town. Specifications and information concerning the contract to be bid is available from the Borough Secretary at the Watson town Borough Office, 318 Main Street, Watson town, 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.

Watson town 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 Watson town, 318 Main Street, Watson town, 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. 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. 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.

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.

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

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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, Watsontown, PA. All the personal property stored in its facilities in the following units, placed by Jason Toliver, Ryan Sheets. The units consist of miscellaneous items. Auction will start on November 4th to be held online at 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 Andrew 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
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 is seeking applications
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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

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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 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.epplyon.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.epplyon.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.

Installation of certain products purchased under the contract 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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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:

JoLane 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 Housels 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

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. 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.

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No bidder may withdraw its bid for 90 days after the bid opening date.

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

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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

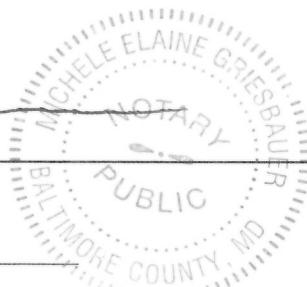
By _____

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

By _____

Notary Public

My commission expires _____



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-22-00463
ORDER OF PUBLICATION

CUST FIG SERIES HOLDINGS,
LLC FBO SEC PTY
35 Fulford Avenue, Suite 203
Bel Air, Maryland 21014
Plaintiff
v.

WESEN 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

004064

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 TESTATE AND
INTESTATE SUCCESSORS OF KATHERINE M. JAMES, DECEASED
BY AND THROUGH HER DAUGHTER
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 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 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

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 Sponsor 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 Sponsor 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 #1072,
1111, 2048, 2097, 3050, 130, 401
0, 4023, 4100, 4209. The auction
will be listed and advertised on
www.storagetreasures.com. Purchases
will be made with cash only and at the above
reference 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.

10/18/22 7310868

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AUCTIONS

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- Renovation Required -
Sale On Premises

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TUESDAY, NOVEMBER 1
AT 11:00 A.M.

Bidder Pre-Qualification is Required by October 24

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THE BALTIMORE SUN MEDIA GROUP

Bridge Play Frank Stewart

"I don't know what to say
about my partner's game," a
club player told me in con-
fidence. "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 dum-
my'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 declar-
er 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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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

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 AGAINST

QUESTION A

BOND ISSUE

AFFORDABLE HOUSING LOAN - \$14,000,000

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 unhealthy, 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 AGAINST

QUESTION B

BOND ISSUE

SCHOOL LOAN - \$38,000,000

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 AGAINST

QUESTION C

BOND ISSUE

COMMUNITY AND ECONOMIC DEVELOPMENT LOAN - \$36,000,000

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 hereinbefore mentioned, in the City of Baltimore, and the disposition of land and property for such purposes; the elimination of unhealthy, 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 AGAINST

QUESTION D

BOND ISSUE

PUBLIC INFRASTRUCTURE LOAN - \$72,000,000

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: 15-9X9-6 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: 15-9X9-6 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 therefore 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 Sponsor St Cert. No.: 372238 Lot
Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011
Ass'd to: Thomas L. Wheadon

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 Sponsor St Cert. No.: 372238 Lot
Size: 0.181 Acres Ward: 25 Section: 02 Block: 7863 Lot: 011
Ass'd to: Thomas L. Wheadon

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 therefore 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-22-004063
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 TESTATE AND
INTERESTS 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: 4233 Sheldon Ave Cert. No.: 372219 Lot
Size: 15-9X9-6 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.: 372219 Lot
Size: 15-9X9-6 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 therefore 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

NOTICE OF PUBLIC SALE

Self Storage Cube contents will
be sold for cash by CubeSmart
Management, LLC at 7025 Kit
Kat Rd, Elkhridge, MD 21075 to
satisfy a lien for rental on
November 1st, 2022 at approx.
11am at www.storage treasures.com
10/25/22 731507

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.storage treasures.com
10/25/22 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.storage treasures.com.
Prizes: 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
purchase up until the winning
bidder takes possession of the
personal property.

7315144

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 the PEPPM Cooperative
Program.

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-
valuing minimum wage rates
applicable to such installation.

No bidder may withdraw its bid
for 90 days after the bid open-
ing date.

The CSU 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

The CSU 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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10/18, 10/25 & 11/1 7307856

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10/18, 10/25 & 11/1 7307856

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10/18, 10/25 & 11/1 7307856

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in a bid.

10/18, 10/25 & 11/1 7307856

The CSU 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

The CSU reserves the right to
reject

Classified



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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 10:52 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 \$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)

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

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6003 Executive Blvd., Suite 101
Rockville, MD 20852 (301) 961-6555

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 FOR STATUS OF UPCOMING SALES

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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)

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

CARROLL COUNTY

McCabe, Weisberg & Conway, LLC
312 Marshall Avenue, Suite 800
Laurel, MD 20707 www.mwc-law.com

SUBSTITUTE TRUSTEES' SALE OF IMPROVED REAL PROPERTY

7032-7036 WOODBINE RD.

WOODBINE, MD 21797

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.

ELDERSBURG, 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



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. 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. 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.

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

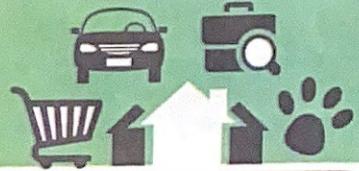
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REQUEST FOR BIDS

Sealed bids for technology equipment, software, services, supplies and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the 2022-23 school year. Purchasing is to be conducted by the Central Susquehanna Intermediate Unit #16 (CSIU#16) 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 Purchasing Agent in the Mercer County McBride Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey.

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 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.

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 inappropriateness or irregularity in a bid.

10/18, 10/25, 11/1/22 THE TIMES \$92.34

Invitation to Submit Quotes 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 Audit- ing 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 for 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:11-41, et seq.

Notice is hereby given that on November 2, 2022 at 11:30 A.M. (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at www.bidnetdirect.com/nj-new-jersey/mercercounty. The bid and the sealed bid will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McBride Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey.

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/nj-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/nj-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 openings.

SCHEDULE RELEASE
ALL QUESTIONS BY November 1, 2022
November 8, 2022 via email to imaldonado@mercercounty.or

QUESTIONS RECEIVED AFTER THE DEADLINE WILL HAVE NO BEARING ON THE RFP
ADDITIONS ISSUED November 9, 2022
November 22, 2022 at 11:30 A.M.

PROPOSALS OPENED

Any Bid Addenda will be issued on the BidNet website <https://www.bidnetdirect.com/nj-new-jersey/mercercounty> and processed in accordance with N.J.S.A. 40A:11-23(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

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

Bidders must be classified by the Division under N.J.S.A. 52:35-1 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

of New Jersey" is required. Contact Anthony Mangano, Acting Manager at govforfurtherinfo@nj.gov for further information. Main office 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 08608).

Bidders must be classified by the Division under N.J.S.A. 52:35-1 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

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: HSIP-0638C0002CON 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 HSIP-0638C0002CON and Job Code 6105307. This 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 with general building, mechanical, electrical, 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 8:00 am to 5:00 pm, including Federal holidays.

ADDRESS FOR SUBMITTING BIDS: City of Orange Township, 29 North 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 Orange 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 07050

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 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

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 NOTICE TO BIDDERS: GIVE THE Bidders Bid Proposals will be received by Hamilton Township School District, Hamilton, NJ 08509 for
 MECHANICAL AND ELECTRICAL UPGRADES AT
 GREENWOOD AND LALOR ELEMENTARY SCHOOLS
 GREENWOOD ELEMENTARY SCHOOL
 2059 Greenwood Avenue
 Hamilton, NJ 08509
 NUDOE: State Project No. XXXXX-XXX-XXX-XXXX

 LALOR ELEMENTARY SCHOOL
 25 Barnet Delkyn Road
 Hamilton, NJ 08509
 NUDOE State Project No. XXXXX-XXX-XXX-XXXX

For the
 HAMILTON TOWNSHIP SCHOOL DISTRICT
 90 Park Avenue
 Hamilton, New Jersey 08509.

In accordance with Drawings and Project Manuals, Commission No. 22K023, dated OCTOBER 18, 2022, all work incident to, or connected to, the project is to be performed by: ARCHITECTURAL GROUP, INC., 1395 Yardville Hamilton Square Road, Suite 2A, Hamilton, New Jersey 08519. Sealed Bids for the above must be received as a Single Lump Sum Bid by the Hamilton Township School District, Ms. Katherine Atwood, Business Administrator/Board Secretary at 2059 Greenwood Avenue, Hamilton, NJ 08509, on or before 2:00 P.M. (ET) on November 17, 2022, the sealing 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 any bid that is not delivered. No bid may be withdrawn for a period of one (60) calendar days from the opening of the bids. Complete sets of Bidding Documents will be available on Spizzelle's website at www.spizzelle.com in current-bidding. You will be required to fill out the online contact form to obtain the bidding documents. Should you have any questions, please contact the Architect's office at 609-974-7669.

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 bidder clearly marked on the outside 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 personal checks will be accepted. Bidders are required to visit the project site in person may do so before or after normal school hours (8:30AM - 3:45PM) 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 in an depth visitation, bidders are STRONGLY ENCOURAGED TO VISIT THE PROJECT SITE IN PERSON. 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 sign to, the requirements included in the Bid Documents as they relate to publicly bid projects receiving federal funding.

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 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 trade(s):

C008 - GENERAL CONSTRUCTION

or
C009 - GENERAL CONSTRUCTION/ALTERATIONS AND ADDITIONS

and

C030 - PLUMBING

C032 - HVAC

C047 - ELECTRICAL

OR

C032 - HVACR

and

C008 - GENERAL CONSTRUCTION

or

C009 - GENERAL CONSTRUCTION/ALTERATIONS AND ADDITIONS

and

C030 - PLUMBING

C047 - ELECTRICAL

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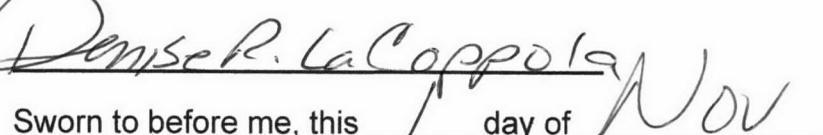
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Order Number: 0004224587
Order Invoice Text: PEPPM - Bid

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



11/1/22



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



SUSAN QUINE

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. 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. There is no charge to register.

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- 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.

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TU3t 4224587



November 08, 2022

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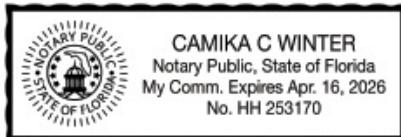
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Anthony Pacini

State of Florida
County of Pinellas

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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.ezypon.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.ezypon.com. There is no charge to register. Bids will be received under the following request for bids:
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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



Jason 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 Nikola 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.

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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.¹) Chapter 11, Case No. 22-90291 (MI Debtor,) (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, 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").

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 as set forth in the Order. 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). The General Bid Deadline is October 21, 2022, at 4:00 p.m. (prevailing Central Time). The Illinois-Only Bid Deadline is October 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 as set forth in the Order. 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). The General Bid Deadline is October 29, 2022, at 4:00 p.m. (prevailing Central Time).

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

¹ A complete list of each of the Debtors in this chapter 11 case 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.epic11.com/PipelineHealth>. The Debtors' service address is 898 N. Pacific Coast Highway, Suite 700, El Segundo, California 90245.

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

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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 & R/F;

5) OD-378-22 National Job Order Contracting for Facilities & Energy Conservation; 6) OD-379-22 EV Charging Stations & Related Items; 7) 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

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

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• PEPPM 2023 Apple Bid.

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

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

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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

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 playbook 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 to 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.

"I didn't think it was necessary to



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

MARKETPLACE TODAY

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

NOTICES

LEGAL NOTICE

UNITED STATES BANKRUPTCY COURT, DISTRICT OF NEW JERSEY

In re: NATIONALITY BANK, Chapter 11

Case No. 22-14539 (JJS)

(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., 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) 989-3042, and/or visiting the Debtors' restructuring website at <https://cases.omnianagementsolutions.com/NRBA>; or (ii) for a via PACER by visiting <https://pacer.nycbrcourt.gov>.

The Bar Date Order provides that all entities holding or wishing to assert a claim against 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 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.

General Bar Date (Applicable to 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.

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 counterparty whose contract or lease is being rejected at the time the Debtors receive 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 at 1 Harmon Plaza, Floor 9, Secaucus, New Jersey 07074.

the Proof of Claim or Interest at 1 Harmon Plaza, Floor 9, Secaucus, New Jersey 07074.

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the Proof of Claim or Interest at 1 Harmon

FOR THE RECORD

All times ET

NBA

EASTERN CONFERENCE

Atlantic Division

	W	L	Pct	GB
Boston	4	2	.667	2
New York	3	3	.500	1
Toronto	3	3	.500	1
Philadelphia	3	4	.429	1 1/2
Brooklyn	1	5	.167	3

Southeast Division

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

Central Division

	W	L	Pct	GB
Milwaukee	5	0	1.000	—
Cleveland	5	1	.833	1 1/2
Chicago	3	4	.429	3
Indiana	3	4	.429	3
Detroit	2	5	.286	2 1/2

WESTERN CONFERENCE

Southwest Division

	W	L	Pct	GB
San Antonio	5	2	.714	1
New Orleans	4	2	.667	1 1/2
Memphis	4	2	.667	1 1/2
Dallas	3	3	.500	1 1/2
Houston	1	6	.143	4

Northwest Division

	W	L	Pct	GB
Portland	5	1	.833	—
Utah	2	5	.286	2 1/2
Minnesota	4	3	.571	1 1/2
Denver	4	3	.571	1 1/2
Oklahoma City	3	3	.500	2

Pacific Division

	W	L	Pct	GB
Phoenix	5	1	.833	—
Golden State	3	4	.429	2 1/2
L.A. Clippers	2	4	.333	3
Sacramento	1	4	.200	3 1/2
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 14, Orlando 105

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.

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.

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

Sunday's Games

New Jersey 7, Columbus 1

Minnesota 4, Chicago 3, 50

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 Philadelphia, 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.

Friday's Games

Philadelphia at Toronto, 7 p.m.

Pittsburgh at Buffalo, 7:30 p.m.

Saturday'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.

Sunday's Games

Philadelphia at Tampa Bay, 22

Monday's Games

Denver 21, Jacksonville 17, London

Atlanta 37, Carolina 34, OT

Dallas 49, Chicago 29

Miami 31, Detroit 27

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.

Green Bay at Detroit, 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



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

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

I Introduction and Overview

I.1 Bid Title

PEPPM 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.

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 Eylon 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 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

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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

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IX.1 Help on Submitting a Responsive Bid

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

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

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

IX.2 Registration

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

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 to reserve a spot. The session will provide a high-level view of contracting policies for vendors and an overview of procedures for filling out the bid forms.

IX.5 Bidders’ Questions

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

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

IX.6 Exceptions to Terms and Conditions

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

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

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

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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]