



**PEPPM 2023
Product Line Bid**

Pennsylvania Contract Documentation

Bid # 533902

Contract Start Date: January 1, 2023

PEPPM 2023 Product Line Bid Award List for Pennsylvania

Product Line	Product Line Description	Awarded Vendor	Contract Number
3xLOGIC	Video surveillance, access control, and gunshot detection technologies	Black Consulting Services, Inc. (dba BlackCSI)	533902-001
Absolute Software	Endpoint security and management solutions software for computers, laptops and devices	Winslow Technology Group, LLC	533902-002
Acer	Hardware, software, related services and other branded products	CDW Government, LLC (dba CDW-G)	533902-003
ActiveFloor	Interactive learning games including hardware and software	CDW Government, LLC (dba CDW-G)	533902-004
Adobe Systems	Multimedia, creativity and Internet application software	Dell Marketing L.P. (dba Dell Technologies)	533902-166
Advanced Network Devices	IP paging, intercom, and mass notification systems	App-Techs Corporation	533902-005
Aerus Active Pure	Surface decontamination and air purification	Germ Solution Service USA	533902-167
Aiphone	Intercom and video phones	App-Techs Corporation	533902-006
Airtame	Wireless streaming solutions	CDW Government, LLC (dba CDW-G)	533902-007
Alcatel-Lucent	Communications and networking solutions	ALE USA Inc	533902-008
Allied Plastics Co.	Educational and office furniture	Allied Plastics Co., Inc.	533902-009
Allied Telesis	Networking products	TD SYNTEX Corporation	533902-010
Alumni Educational Solutions	Educational furniture	Alumni Classroom Furniture Inc. (dba Alumni Educationa	533902-011
Amatrol	Learning system hardware and software	Allegheny Educational Systems, Inc.	533902-012
Amazon Web Services	Cloud computing services	DLT Solutions, LLC	533902-168
AmpliVox	Portable sound systems, lecterns and multimedia workstations	Adorama Inc.	533902-013
AmTab	Mobile and stationary folding products	AmTab Manufacturing Corporation	533902-014
AngelTrax	Mobile digital video recording surveillance solutions (DVR and NVR), wireless solutions, driver behavior and fleet management	IVS, Inc (dba AngelTrax)	533902-015
Anywhere Cart	Secure charging carts, cabinets and accessories	CDW Government, LLC (dba CDW-G)	533902-016
APC	Power protection products	TD SYNTEX Corporation	533902-017
App-Techs Corporation	Network video and digital video recorders	App-Techs Corporation	533902-018
Apptegy	School marketing and communications software and mobile apps	Apptegy, Inc.	533902-169
Arctic Wolf Networks	Network and cybersecurity monitoring	Winslow Technology Group, LLC	533902-170
Arista Networks	Networking products	GovConnection, Inc. (dba Connection - Public Sector Solutions)	533902-019
AristotleInsight:K12	Classroom management, behavior analytics, filtering, asset tracking and utilization solution	Sergeant Laboratories, Inc	533902-020
Atlas IED	Audio solution products	Champion Alarm Systems, LTD (dba Champion Systems Integration)	533902-171
Audio Enhancement	Audio amplification products	Audio Enhancement, Inc.	533902-172
Autocall	Life safety, fire alarm and mass notification solutions	Integrated Systems Technology, LLC	533902-021
Automox	Cloud native patch automation and management platform	Winslow Technology Group, LLC	533902-173
Avaya	Unified communications and collaboration	Avaya Inc.	533902-022
Aver Information	Classroom presentation solutions, document cameras and PC2TV conversion	Trafera Holdings, LLC (dba Trafera, LLC)	533902-174
Avid	Audio headsets, ear pieces, and accessories	SupplyMaster, Inc.	533902-175
Avigilon	Video surveillance and access control products	Turn-key Technologies, Inc.	533902-023

Product Line	Product Line Description	Awarded Vendor	Contract Number
Axiom	Memory, storage, network hardware, flash and battery products	TD SYNnex Corporation	533902-024
Axis Communications	IP video surveillance products	A+ Technology & Security Solutions, Inc.	533902-176
Belkin	Networking, connectivity products and accessories	En-Net Services, LLC	533902-177
BenQ America Corporation	Monitors and projectors	CDW Government, LLC (dba CDW-G)	533902-025
BirdBrain	Robotics products including Hummingbird robotics kit and Finch codable robot	CDW Government, LLC (dba CDW-G)	533902-026
Black Box	Charging carts, collaboration solutions, digital signage, communications, and infrastructure solutions	CDW Government, LLC (dba CDW-G)	533902-178
Blocksi	Cloud content filtering and classroom management system	BorderLAN, Inc.	533902-027
BOFA	Self-contained fume extraction systems used with Laser Engravers	Allegheny Educational Systems, Inc.	533902-028
Bogen Communications	Audio products and systems	KIT Network Cabling, Inc. (dba KIT Communications)	533902-029
Bonfire	RFX platform software	Bonfire interactive LTD	533902-179
Boxlight Corporation	Presentation systems	Boxlight, Inc.	533902-030
Brenthaven	Cases and accessories for tablets, mobile devices and other hardware	CDW Government, LLC (dba CDW-G)	533902-031
Brother International Corporation	Printers, fax, multi-function printers, labelers and supplies	NEWCOM Wireless Services LLC	533902-032
Bump Armor	Protective cases	Mohawk USA (dba Bump Armor)	533902-033
ByteSpeed Computers	Hardware, software, related services and other branded products	ByteSpeed LLC	533902-034
Cables2Go	Cables and connectors	ePlus Technology, Inc	533902-035
CABLExpress	OEM compatible networking accessories, cabling and other branded products	CXtec Inc.	533902-036
Cambium Networks	Wireless broadband solutions	App-Techs Corporation	533902-037
Canon USA - Copiers	Copiers, fax, multi-function printers, micrographic products and collaboration solutions	Canon U.S.A., Inc.	533902-038
CareHawk Safety Communications	Security systems, communications and monitoring systems for schools	Gemba Security Solutions, LLC	533902-039
Celona	Private LTE & 5G networks including hardware and software	CNI Sales, Inc.	533902-040
Checkpoint	Firewall and security products	TD SYNnex Corporation	533902-180
Ciena	Packet networking, optical transport and converged packet optical products	TD SYNnex Corporation	533902-041
Cipafilter	Networking security and internet filtering products	Family Zone, Inc. (dba Linewiz)	533902-042
Cisco	Networking, security and telecommunication products	TD SYNnex Corporation	533902-043
Clear Touch Interactive	Interactive panel and displays solutions	Clear Touch Interactive	533902-044
ClearOne	Audio and video products and accessories	Adorama Inc.	533902-045
Cloudflare	Delivery network services, DDoS mitigation, internet security, and distributed domain name server services	Cloudflare, Inc.	533902-046
Columbia Manufacturing	Classroom furniture	Columbia Manufacturing Inc	533902-181
Commscope	High performance data cables, CATV, MATV, and fiber optic cables	CommScope Inc. of North Carolina (dba CommScope Technologies, LLC.)	533902-047
Commvault	Backup and disaster recovery products	EC America, Inc.	533902-048
ContentKeeper	Internet and network security products	ContentKeeper Technologies LLC	533902-182
Copernicus Educational Products	Furniture, library book storage, mobile carts, easels and other classroom products	Copernicus Educational Products, Inc	533902-183
Cradlepoint	Networking, security and telecommunication products	TD SYNnex Corporation	533902-184

Product Line	Product Line Description	Awarded Vendor	Contract Number
Creaform	Hand-held 3D Scanners	Allegheny Educational Systems, Inc.	533902-049
CrowdStrike	Cybersecurity services including managed endpoint detection, advanced threat detection, and next-gen antivirus	ePlus Technology, Inc	533902-050
CTL	Chromebooks, carts, accessories, licenses, imaging, consoles and tagging	Computer Technology Link Corp. (dba CTL)	533902-051
Custom Educational Furniture	Technology furniture	Custom Educational Furnishings	533902-185
Day Automation	Automated lockdown and integrated school safety	Day Automation Systems, Inc.	533902-052
Dell Technologies	Hardware, software, related services and other branded products	Dell Marketing L.P. (dba Dell Technologies)	533902-053
Diversified Woodcrafts	School, computer, lab, science furniture and casework	Diversified Woodcrafts INC	533902-186
DMSI	Fiber cable and connectors	En-Net Services, LLC	533902-054
Dynacom Network Products	Networking products	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-187
EarthWalk	NetWize systems and notebooks	EarthWalk Communications, Inc.	533902-188
Eaton	Power distribution, protection, and infrastructure products	En-Net Services, LLC	533902-055
Edified	Cloud-based professional development learning portal	Edified, LLC	533902-056
Electronic Theatre Controls	Theatre control systems, consoles and lighting	Generations Technologies Inc	533902-057
Epilog Laser	Laser engravers	Allegheny Educational Systems, Inc.	533902-058
Epson America	Printers, projectors, scanners and accessories	Epson America, Inc.	533902-059
ESET	Security software	Logisoft Computer Products, LLC	533902-060
Exacq	Video surveillance software	KIT Network Cabling, Inc. (dba KIT Communications)	533902-061
Extreme Networks	Networking products	Extreme Networks, Inc.	533902-062
FomCore	Foam-core furniture and custom shapes	Fomcore, LLC	533902-063
Forest Scientific Corporation	CNC routers, plasma cutters, mill and lathe machines and control upgrades	Forest Scientific Corpoation	533902-189
Fork Farms	Hydroponics growing unit	CDW Government, LLC (dba CDW-G)	533902-064
Formlabs	3D printers	Allegheny Educational Systems, Inc.	533902-190
Fortinet	Cyber security solutions and services	Fortinet, Inc.	533902-065
Fortress Mobile	Mobile video, GPS and customized fleet management platforms	Fortress Systems International, Inc (dba Fortress Mobile)	533902-191
Fujitsu - Scanners/Drives	Scanners, hard drives and optical drives	PFU America Inc.	533902-066
Full Spectrum Laser	Laser cutter and printer	CDW Government, LLC (dba CDW-G)	533902-067
Funtronic	Interactive projection tool	RTB Distributors dba Funtronic USA (dba Funtronic USA)	533902-068
Gaggle	Student safety management	Gaggle.Net, Inc.	533902-192
Genetec	Access control products and video surveillance hardware and software	Dagostino Electronic Services, Inc.	533902-069
GN Netcom/Jabra	Headsets and telephony devices	CXtec Inc.	533902-070
GoGuardian	Chromebook management and content filtering solutions	Liminex, Inc. dba GoGuardian (dba GoGuardian)	533902-193
Grandstream Networks	Phone systems	PhoneAmerica Corporation	533902-194
Greene Manufacturing	School, computer and laboratory furniture	Greene Manufacturing, Inc.	533902-071
Gumdrop Cases	Protective cases	CDW Government, LLC (dba CDW-G)	533902-195

Product Line	Product Line Description	Awarded Vendor	Contract Number
HamiltonBuhl	STEAM education, headsets, carts, cameras and videos, listening centers, PA systems and curriculum	Adorama Inc.	533902-072
Hammond Manufacturing	Racks, cabinets, enclosures, rack accessories, and power distribution	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-196
Hann Manufacturing	Computer and lab furniture	Hann Manufacturing, Inc. (dba Hann)	533902-073
Haskell	Makerspace, STEM/STEAM and classroom furniture	Haskell Office LLC (dba Haskell Education)	533902-074
Hewlett Packard Enterprise (HPE)	Servers, storage systems, backup, networking, security, telecommunication products, software and related services	TD SYNnex Corporation	533902-075
Hitachi Cable America	Premise and fiber optic cable	Schaedler Yesco Distribution, Inc	533902-197
HP - Computers	Desktops, laptops, tablets, software and related services	TD SYNnex Corporation	533902-076
HP - Printers/Imaging	Printers, scanners, multifunction devices, and supplies	TD SYNnex Corporation	533902-077
Hubbell	Cabling products	Schaedler Yesco Distribution, Inc	533902-198
i-PRO Americas	Sensing solutions for security surveillance, public safety, and industrial/medical vision	i-PRO Americas Inc.	533902-078
i3-Technologies	Interactive flat panel displays, collaborative video conferencing products, educational technology	i3-Technologies	533902-199
iBenzer	Protective cases and accessories	iBenzer, Inc.	533902-200
iBoss Web Filters	Internet content security appliances	iboss, Inc. (dba iboss)	533902-201
ICON Cloud Solutions	Hosted voice and notification services	ICON Cloud Solutions, LLC	533902-079
Infradapt	Hosted, hybrid, VoIP solutions and cloud managed IT services	Infradapt LLC (dba Infradapt)	533902-080
Insystech	TEAMS - the education assets management	INSYS TECH, INC	533902-081
Interior Concepts	Computer and classroom furniture	Interior Concepts Corporation	533902-082
IPEVO	Document cameras and interactive whiteboards	IPEVO Inc	533902-202
IPVideo Corporation	Video management solutions and physical security information management	IPVideo Corporation	533902-083
Ironwood Manufacturing	Technology furniture	Ironwood Manufacturing, Inc. (dba Ironwood)	533902-084
Isonas	Panel-less IP access control	App-Techs Corporation	533902-203
IXL Learning	Educational software	IXL Learning, Inc.	533902-085
JACS Solutions	Mobility solutions including end devices, WiFi and LTE connectivity, and charging carts	TD SYNnex Corporation	533902-086
Juniper Networks	Networking and security products	Juniper Networks (US), Inc.	533902-087
Kajeet	Off campus education broadband solution for home	Kajeet, Inc.	533902-088
Kantech	Access control systems	KIT Network Cabling, Inc. (dba KIT Communications)	533902-089
Kensington	Mobility, locking, securing, ergonomic, input devices and charging technology products	CDW Government, LLC (dba CDW-G)	533902-204
KIBO	Coding blocks robot and accessories	CDW Government, LLC (dba CDW-G)	533902-090
Kingston	Memory products and accessories	Adorama Inc.	533902-205
Kodak	Digital cameras, scanners and digitizing equipment	TD SYNnex Corporation	533902-091
Konica Minolta	Copiers, printers, multi-function and services	Marco Technologies, LLC (dba Marco)	533902-206
KUBO	Coding fundamentals robot using puzzle pieces	CDW Government, LLC (dba CDW-G)	533902-092
LastPass	Password management and security solutions	Unistar-Sparco Computers, Inc.	533902-207
Lenovo US	End-user devices including hardware, software, peripherals and related services	Trafera Holdings, LLC (dba Trafera, LLC)	533902-208

Product Line	Product Line Description	Awarded Vendor	Contract Number
Lexmark International	Copiers, printers, fax and multi-function products	CDW Government, LLC (dba CDW-G)	533902-209
LG Electronics	TV/audio/video products, monitors, projectors, notebooks and optical media products	TD SYNnex Corporation	533902-210
Lightspeed Systems	Internet security products	Lightspeed Solutions, LLC (dba Lightspeed Systems)	533902-211
Lightspeed Technologies	Classroom amplification systems	Lightspeed Technologies, Inc.	533902-093
Linewize	Networking security and internet filtering products	Family Zone, Inc. (dba Linewize)	533902-212
Listen Technologies Corporation	Audio amplification products	Dagostino Electronic Services, Inc.	533902-213
lockncharge	Charging and transport solutions for storing laptop, tablet, Chromebook, iPad and other mobile devices.	Trafera Holdings, LLC (dba Trafera, LLC)	533902-094
Logitech	Computer, tablet and video collaboration products and accessories	CDW Government, LLC (dba CDW-G)	533902-214
LTS Security	Video recorders, IP cameras and accessories	App-Techs Corporation	533902-215
MakerBot	Desktop 3D printer	Allegheny Educational Systems, Inc.	533902-095
Max Cases	Protective cases and accessories for Chromebooks and mobile devices	CDW Government, LLC (dba CDW-G)	533902-216
Megatech	Automotive, diesel and hybrid training simulators	Educational Solutions Enterprises	533902-096
Microsoft - Software	Operating systems and applications software	Dell Marketing L.P. (dba Dell Technologies)	533902-217
Middle Atlantic Products	Racks, cabinets, enclosures and accessories	Schaedler Yesco Distribution, Inc	533902-218
MIEN Company	Technology and classroom furniture	MIEN Company, Inc.	533902-097
Milestone Systems	IP video management software	App-Techs Corporation	533902-098
Miller Electric Virtual Training Products	Virtual and virtual-assisted welding trainers	Allegheny Educational Systems, Inc.	533902-099
Mimaki	Inkjet vinyl printer/cutters	Allegheny Educational Systems, Inc.	533902-100
Mimecast	Email cloud services for security and archiving	CDW Government, LLC (dba CDW-G)	533902-101
Mitel	Video conferencing, telephony and communication equipment	Mitel Business Systems, Inc.	533902-102
Mobotix	Video surveillance cameras	App-Techs Corporation	533902-219
Motorola Solutions - Two-Way Radios	Two-way radio systems and related accessories	Electronic Systems Solutions, Inc (dba ESS, Inc)	533902-103
Motorola Solutions - Wireless Broadband Solutions	Private LTE and WAVE/TLK broadband solutions	Electronic Systems Solutions, Inc (dba ESS, Inc)	533902-104
NEC - Projectors/Displays	Projectors and displays	CDW Government, LLC (dba CDW-G)	533902-220
NEC - Telecommunications	Telecommunications equipment	Guyette Communications Industries Corp.	533902-105
NetApp	Storage systems, backup, software and services	EC America, Inc.	533902-106
Newline Interactive	Interactive flat panel displays and video conferencing products	Marco Technologies, LLC (dba Marco)	533902-221
Nile Global	Wired and wireless networking as-a-service	CNI Sales, Inc.	533902-222
NOVA Solutions	Lecterns, computer and classroom furniture, collaboration and multi-purpose tables	NOVA Solutions, Inc.	533902-107
NutKase Accessories USA	Protective cases and accessories for Chromebooks, iPads, and mobile devices	NutKase Accessories USA LLC	533902-108
OneScreen	Collaboration and video conferencing solutions	NZS Inc. (dba OneScreen, OneScreen Solutions)	533902-223
Oracle America	Relational database management systems, servers and storage products	Mythics, Inc.	533902-224
Ozobot	Coding blocks robot and accessories	CDW Government, LLC (dba CDW-G)	533902-109
Palo Alto	Next-generation firewalls and security software	ePlus Technology, Inc	533902-110

Product Line	Product Line Description	Awarded Vendor	Contract Number
Panasonic Corporation	Hardware, software, related services and other branded products	TD SYNnex Corporation	533902-111
Panduit Corporation	Cabling, raceway, jacks and patch panel equipment	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-112
Paragon Furniture	Technology furniture	Paragon Furniture, Inc. (dba Paragon)	533902-113
Pathway Innovation and Technologies	Cameras, transparent writing glass, software and accessories including eGlass and Hovercam	Pathway Innovations, Inc. (dba HoverCam eGlass)	533902-114
PCS Revenue Control Systems	Food service management solutions	PCS Revenue Control Systems, Inc.	533902-225
Poly	Headsets, telephony devices and video conferencing equipment	TD SYNnex Corporation	533902-115
PowerSchool	Student information systems, learning management and administrative software	PowerSchool Holdings LLC (dba PowerSchool Group LLC)	533902-116
Primus Cable	Structured IT cabling system	KIT Network Cabling, Inc. (dba KIT Communications)	533902-117
Pro-Vision	Mobile digital video recorders, cameras and visual displays	Pro-Vision Solutions, LLC. (Formerly Pro-Vision, Inc.) (dba Pro-Vision Video Systems)	533902-118
Productive Robotics	Robot arm packages	Allegheny Educational Systems, Inc.	533902-119
ProLift	Motorized height adjustable cart, wall mount, and floor stands	JO-RO Manufacturing Company LTD. (dba JORO)	533902-226
Proline Options	Desktops, laptops, tablets, software and related services	CDW Government, LLC (dba CDW-G)	533902-227
Promethean	Interactive whiteboards and classroom technology solutions	Promethean Inc.	533902-120
Proofpoint	Cybersecurity threat and compliance management	Carahsoft	533902-228
Pure Storage	Storage systems, backup, software and services	ePlus Technology, Inc	533902-121
QOMO HiteVision	Document cameras, monitors, digital signage, interactive boards, media carts, etc.	QOMO, LLC	533902-229
Quickert	Intelligent Alert Management Software and Hardware IOT Edge Devices, including IP Speakers, Digital Signage Devices, Panic Buttons, Weapon-Detection AI, and an array of	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-230
Radio Engineering Industries	Mobile video surveillance solution	Radio Engineering Industries, Inc. (REI)	533902-231
Rapidcare	Hardware maintenance program	CXtec Inc.	533902-232
Rauland-Borg	Communication systems	Rauland-Borg Corporation	533902-122
Recycle Coach	Recycling education and communication technology	Municipal Media Corp (dba Recycle Coach)	533902-233
Red Hat	Open source enterprise operating system software	Emergent, LLC	533902-123
Reme Wire & Cable	Network Cable, or cabling. Cat5e, Cat6, Cat6a, fiber optic cable	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-234
Renaissance Learning	Cloud-based assessments, reading and math practice and intervention programs, and professional development services	Renaissance Learning, Inc.	533902-124
Rubrik	Backup, recovery and data management solutions	ePlus Technology, Inc	533902-125
Ruckus Wireless	Wireless networking products	RUCKUS Networks	533902-126
Rugged Protection	Student series iPad and tablet cases, chromebook cases and MFI wired keyboards	Rugged Protection, Inc.	533902-127
Russwood	Library/computer furniture and classroom technology solutions	Russell Carroll Manufacturing, Inc. (dba Russwood)	533902-128
Salient Systems	Video surveillance management systems	Champion Alarm Systems, LTD (dba Champion Systems Integration)	533902-235
Samsara	Wireless sensor solutions for energy monitoring and fleet management	Emergent, LLC	533902-129
Sangoma Phone Systems	VoIP	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-236
Scholar Craft Products	Computer and classroom furniture	Scholar Craft Products, Inc	533902-130
SentinelOne	Cybersecurity solutions for the endpoint, datacenter and cloud environments	ePlus Technology, inc	533902-237
Sharp - Copiers	Copiers, fax, multi-function printers and micrographic products	Sharp Electronics Corporation	533902-131

Product Line	Product Line Description	Awarded Vendor	Contract Number
Sharp - Professional Displays/Monitors	Professional displays/monitors	Sharp Electronics Corporation	533902-132
Shuttle Furniture	Computer and classroom furniture	ShuttleSystem LLC (dba Navetta)	533902-238
Siklu	Wireless fiber connectivity	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-239
SISCO	Visitor management systems	A+ Technology & Security Solutions, Inc.	533902-133
SMART Technologies	Interactive whiteboards and classroom technology solutions	SMART Technologies Corporation	533902-134
SMARTdesks	Classroom and technology furniture	CBT SUPPLY, INC. (dba SMARTDESKS)	533902-135
Smoothwall	Web security products	Family Zone, Inc. (dba Linewize)	533902-136
SoftBank Robotics	Workplace health and safety robotic solutions	Canon U.S.A., Inc.	533902-137
SonicWall	Network security products	SonicWall Inc.	533902-138
Sony Electronics - Consumer	Consumer TVs, PlayStations, projectors, mobile devices, digital paper, digital cameras and KOOV educator kits	Adorama Inc.	533902-139
Sony Electronics - Professional	Professional cameras, monitors, decks and recorders, switchers, audio, projectors and displays	Adorama Inc.	533902-140
Source Code	Hardware, software, related services and other branded products	Source Code LLC (dba ServerWarehouse.com Source Code Broadberry Data Systems)	533902-141
Stratasys	Dimension 3D printers	Allegheny Educational Systems, Inc.	533902-142
Tanium	Endpoint management and security	EC America, Inc.	533902-240
TCP Software	Automated time and attendance, and scheduling/substitute management including TimeClock Plus	TimeClock Plus, LLC (dba TCP Software)	533902-241
TeachLogic	Wireless microphones and audio systems	TeachLogic, LLC	533902-143
Telecor	Intercom, public address, and master clock systems	Telecor, Inc.	533902-144
ThreeSixty	Intercom, paging, mass notification and IP telephone systems	ThreeSixty, Inc.	533902-145
Tolemi	Location intelligence and data analytics software	OpportunitySpace Inc. (dba Tolemi)	533902-146
TouchView Interactive	Interactive displays	Ockers Company (dba Touchview Interactive)	533902-147
Tripp Lite	Power protection products	En-Net Services, LLC	533902-148
Ubiquiti	Wireless network solutions	Diversified CSG (dba Cloudcast LLC)	533902-242
UBTECH	Enterprise service robots, disinfection robotic systems and STEM skill-building robots	CDW Government, LLC (dba CDW-G)	533902-149
Ultimaker	3D printers	Allegheny Educational Systems, Inc.	533902-150
Universal Laser Systems	Laser engraver/cutters	Forest Scientific Corpoation	533902-243
Universal Seating	Food court furniture and digital signage	Universal Seating Company	533902-151
UZBL	Protective cases and accessories for portable devices	Trafera Holdings, LLC (dba Trafera, LLC)	533902-152
Valcom	Paging, intercom and notification systems	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-153
Varitronics	Advanced connectivity support products	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-244
Veative	Virtual Reality headset with educational interactive lesson content	CDW Government, LLC (dba CDW-G)	533902-154
Verkada	Cloud-based video surveillance systems	Verkada, Inc.	533902-155
Vertiv	Power, thermal, and infrastructure management solutions	ePlus Technology, Inc	533902-156
Vicon Industries	Video surveillance equipment and software	Vicon Industries, Inc.	533902-157
ViewSonic	Displays, projectors, handhelds and presentation accessories	ViewSonic Coporation	533902-245

Product Line	Product Line Description	Awarded Vendor	Contract Number
Visiplex	Wireless voice paging and data messaging systems for emergency communication, mass notification, public address and intercom	Eastern DataComm, LLC	533902-158
Vivacity Tech	Mobile device deployment and storage solutions	Vivacity Tech PBC	533902-159
Vivotek	IP CCTV Systems	Schaedler Yesco Distribution, Inc	533902-246
VURO	Vehicle telematics solutions through Cellular Based IP Cameras for vehicle fleets, focused on driver safety and security	A+ Technology & Security Solutions, Inc.	533902-160
Wacom Technology	Graphic tablets	Adorama Inc.	533902-161
Wazer	Waterjet cutter system	Allegheny Educational Systems, Inc.	533902-162
West Penn Wire	Cabling products	KIT Network Cabling, Inc. (dba KIT Communications)	533902-163
WilsonPro	Cell phone signal boosters and accessories	Eastern DataComm, LLC	533902-247
Wonder Workshop	K-8 educational robots and coding	CDW Government, LLC (dba CDW-G)	533902-164
Xerox Corporation - Copiers	Copiers, multifunction devices, production systems and software	Xerox Corporation	533902-165
Xerox Corporation - Printers	Printers	Adorama Inc.	533902-248
Xtel Communications	Telecommunications systems	Xtel Communications, Inc.	533902-249
Yealink	Video and voice conferencing systems and hardware	Consolidated Electrical Distributors (dba Dauphin DataCom)	533902-250
Zebra Technologies	Barcode printing and RTLS technology products	En-Net Services, LLC	533902-251
Zonar Systems	Electronic fleet management hardware and software	Zonar Systems, Inc.	533902-252
zScaler	Zero trust network security as a service	Carahsoft	533902-253
Zultys	Phone systems and unified communication products	Zultys.Inc.	533902-254

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 – August 9, 2022; August 16, 2022; August 23, 2022
- Other – August 9, 2022; August 16, 2022; August 23, 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:

- November 16, 2022; 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 08/02/22 08:58 by egold

Acct #: 527

Ad #: 675642

Status: New WHOLD

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

Start: 08/09/2022 Stop: 08/23/2022
Times Ord: 3 Times Run: ***
STD 3.00 X 34.00 Words: 245
Total STD 102.00
Class: 117 BIDS
Rate: LEGDI Cost: 577.20
Affidavits: 1

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

Ad Descript: BID NOTICE SEALED BIDS FO
Given by: *
P.O. #:
Created: egold 08/01/22 13:54
Last Changed: egold 08/02/22 08:58

COMMENTS:
approved

PUB	ZONE	EDT	TP	RUN	DATES
DI	A	97	S	08/09,16,23	
IN	A	97	S	08/09,16,23	

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 08/02/22 08:58 by egold

Acct #: 527

Ad #: 675642

Status: New WHOLD WH

BID NOTICE

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, Sept. 20, 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, Sept. 20, 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 separate requests for bids:

- PEPPM 2023 Apple Bid, and
- PEPPM 2023 Product Line Bid.

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

Installation of certain products purchased under the contracts may be subject to 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 waive any informality or irregularity in a bid.

DI: August 9, 16, and 23, 2022

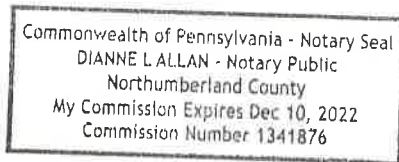
Personally appeared before me, the subscriber,
Fred Scheller, Publisher
of THE DAILY ITEM, a newspaper of general circulation in Union,
Northumberland, Snyder and Montour Counties, the paper in which
publication has been directed, who being duly sworn according to law,
doth depose and say that said newspaper was established April 15,
1970, and has its place of business at Second & Market Sts., in the city
of Sunbury, County of Northumberland, and Commonwealth of
Pennsylvania, and that, the Notice, of which the attached is a copy, was
published in THE DAILY ITEM in the City of Sunbury, County of
Northumberland and State of Pennsylvania on the

9th, 16th, and 23rd days of August 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 23rd day of August A.D. 2022

Notary



BID NOTICE

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, Sept. 20, 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, Sept. 20, 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 of 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 waive any informality or irregularity in a bid.

DI: August 9, 16, and 23, 2022

PA Media Group
1900 Patriot Dr
Mechanicsburg, PA 17050



The Patriot News

CENTRAL SUSQ INTERMEDIATE UNIT
90 LAWTON LN
MILTON, PA 17847

AD#: 0010410712

Sales Rep: PA Classifieds
Account Number: 8601
AD#: 0010410712

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

Page 1 of 2

Date	Position	Description	P.O. Number	Ad Size	Costs
08/23/2022	Proposals_Bids PA	REQUESTS FOR BIDS Sealed bids for technology equipment, software,	PEPPM Legal Advertisement	2 x 31 L	
				Affidavit Notary Fee - 08/09/2022	\$5.00
				Basic Ad Charge - 08/09/2022	\$285.84
				Basic Ad Charge - 08/16/2022	\$285.84
				Basic Ad Charge - 08/23/2022	\$285.84
				Total	\$862.52

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



AD#: 0010410712

Commonwealth of Pennsylvania,) ss
County of Cumberland)

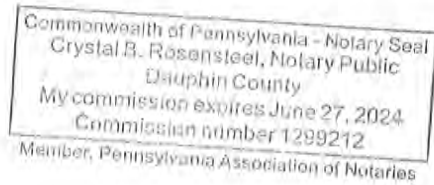
Christine Arnold being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of 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 08/09, 08/16, 08/23/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 23th day of August 2022

Notary Public



REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 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, Sept. 20, 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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- PEPPM 2023 Product Line Bid.

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Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.

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

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

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

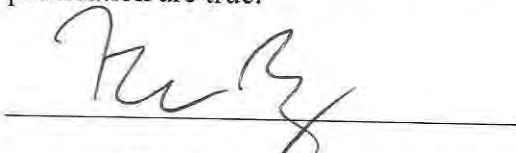
who being duly sworn according to the law, doth depose and say that he is the

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

8/9, 8/16, 8/23/22

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
16th day of September, 2022


Notary Public

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

Member, Pennsylvania Association of Notaries

ADMINISTRATRIX NOTICE

Notice is hereby given that Letters of Administration for the ESTATE OF THOMAS EDWIN EYSTER, 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:

Brenda K. Eyster
305 Beaver Street
Milton, PA 17847

or her counsel:
Robert E. Benion, Esq.
P. O. Box 356
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, August 17, 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 1-2022

M&G Realty, Inc. has filed for a Variance from the West Chillisquaque Township Zoning Ordinance, Article XII, Section 12.2.7 to exceed the maximum allowable fuel canopy height of 18 feet. The property is located at 282 Mattern Lane, Milton, Pennsylvania 17847, which is in the (I) Industrial Zoning District, Tax Map Parcel # 062-00-021-092.

Anyone with a special interest concerning these matters should contact Marlin Sowers at (717) 838-1351, Ligh-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) 524-9889 to discuss how such requirements may be met.

NOTICE OF EXECUTOR

IN RE: ESTATE OF GARY GEORGE SMITH, DECEASED
LATE OF EAST BUFFALO TOWNSHIP, UNION COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Gary George Smith, Deceased, late of East Buffalo Township, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned.

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

Sandra L. Vonada
4311 Old Turnpike Road
Lewisburg, PA 17837

Or the attorney for the Estate:
Melissa S. Lobos, Esquire
Martin & Lobos, LLC
247 Chestnut Street
Mifflinburg, PA 17844



The Mifflinburg Area School District will accept applications for the following vacancies.

High School ELA Teacher - August 2022-January 2023

High School ELA Teacher - October 2022-June 2023

Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, proper certification, 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, August 19, 2022.

NOTICE OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN THAT THE GREGG TOWNSHIP BOARD OF SUPERVISORS, UNION COUNTY, PENNSYLVANIA, AT A MEETING TO BE HELD ON SEPTEMBER 6, 2022 AT 4:30 P.M. IN THE GREGG TOWNSHIP MUNICIPAL BUILDING LOCATED ON RUSSELL ROAD, ALLENWOOD, UNION COUNTY, PENNSYLVANIA, INTENDS TO HOLD A PUBLIC HEARING REGARDING THE PROPOSED ENACTMENT OF AN ORDINANCE AMENDING SECTION 15.5.5 OF THE OFFICIAL ZONING ORDINANCE OF GREGG TOWNSHIP, ADOPTED JULY 7, 2014 PROVIDING DRIVEWAY GEOMETRIC REQUIREMENTS FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS AND ALSO AMENDING SECTION 4.6.1 OF THE GREGG TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE REGARDING SAFE ACCESS FROM DRIVEWAYS. THE ORDINANCE WILL BE CONSIDERED AND IT IS ANTICIPATED THAT FINAL ACTION WILL BE TAKEN THEREON BY THE BOARD OF SUPERVISORS, ON SEPTEMBER 6, 2022 AT 4:45 P.M. IN THE GREGG TOWNSHIP MUNICIPAL BUILDING, OR AS SOON THEREAFTER AS THE BOARD MAY CONSIDER THE ISSUE. A COPY OF THE FULL TEXT OF THE PROPOSED ORDINANCE MAY BE EXAMINED AT THE GREGG TOWNSHIP MUNICIPAL BUILDING, OR AT THE LAW OFFICE OF BRIAN L. KERSTETTER, 3948 WESTBRANCH HIGHWAY, LEWISBURG, PENNSYLVANIA. COPIES MAY ALSO BE OBTAINED FROM EITHER OF THESE LOCATIONS FOR A CHARGE NOT GREATER THAN THE COST THEREOF.

GREGG TOWNSHIP SUPERVISORS
BRIAN L. KERSTETTER, SOLICITOR
(570) 536-9499

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 certification, 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, August 12, 2022.

EXECUTRIX'S NOTICE

Letters of Testamentary for the Estate of Kevin E. Long, aka Kevin Eugene Long late of the Township of Jackson, County of Union, 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:

Lynda S. Long
13 South Main Street
Lewistown, PA 17044

Or to her attorney:

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

NOTICE OF LETTERS

Notice is hereby given that Letters Testamentary upon the ESTATE OF MARY LOU BENSHOFF, deceased, late of Milton Borough, 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:

Kimber L. Benshoff, Executor

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

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEP) on behalf of its 29 State Member Agencies until:

1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, and Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buyback and 023-F Audio Visual Integration

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEP documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. All responses shall remain electronically sealed until such solicitations are publicly opened as set forth below. Note that Vendors must be able to provide their proposed products and services in up to 29 states, including Pennsylvania. Please note that the AEP member in Pennsylvania is the Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network (KPN), which also serves the neighboring states of Delaware, Maryland, New York, and the District of Columbia. The contact for KPN is Mark Carollo, who may be contacted at mcarollo@csiu.org.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E. Mt. Faith, Fergus Falls, MN 56537. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids; and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. An opening record will be posted to AEPACOOOP.org.

Classifieds

NOTICE OF EXECUTOR

IN RE: ESTATE OF MARY Y. HEIMBACH, DECEASED
LATE OF WEST BUFFALO TOWNSHIP, UNION COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Mary Y. Heimbach, Deceased, late of West Buffalo Township, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned.

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

Roland Heimbach
309 Indian Ridge Road
Lewisburg, PA 17837

Or the attorney for the Estate:
Melissa S. Lobos, Esquire
Martin & Lobos, LLC
247 Chestnut Street
Mifflinburg, PA 17844

EXECUTOR'S NOTICE

NOTICE is hereby given that Letters Testamentary upon the Estate of GILBERT H. BENNETT, 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:

Gary W. Bennett, Executor
c/o his counsel:

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

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 2022. Bids shall be received electronically at www.epyon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Sept. 20, 2022, at the CSIU, 30 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.epyon.com. There is no charge to register.

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

- PEPPM 2023 Apple Bid, and
- PEPPM 2023 Product Line Bid.

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

Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.

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

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

Building & Remodeling

Do you need a new roof?
Call 570-547-6343.

Articles For Sale

4 burial lots, Hartleton Cemetery. \$400 each.
Call 724-463-7656, please leave a message.

Garage & Yard Sales

Garage Sale Multi Family Aug 10-12, 7am-5pm: Household dishes, tupperware, camping, clothing kids & adult, etc. 5 Miles West of West Milton-Beagle Rd

Help Wanted



Head Instructor:

Full time - Benefits.
Snamokin.

Apply online at www.csiu.org/jobs.
EOE.

Want Ads Do It All!

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STANDARD JOURNAL

21 N. ARCH STREET, MILTON

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Sales and Service Directory

EVERY TUESDAY IN THE CLASSIFIEDS

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

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Pa. Lic. 4121

THE STANDARD-JOURNAL ONLINE
www.standard-journal.com
 Updated daily to bring you the latest news and sports scores.



THE FOLLOWING ACCOUNTS AND/OR STATEMENT OF PROPOSED DISTRIBUTION HAVE BEEN FILED IN THE OFFICE OF THE COURT OF COMMON PLEAS, ORPHANS' COURT DIVISION AND WILL BE PRESENTED TO THE ORPHANS' COURT AT 10:00 AM ON MONDAY AUGUST 22, 2022 FOR CONFIRMATION AND/OR APPROVAL UNLESS EXCEPTIONS ARE FILED BY 4 P.M. FRIDAY, AUGUST 19, 2022.

1. First and Final Account and Statement of Proposed Distribution, of Vanessa L. Vankirk, Administrator for the Estate of John A. Vankirk, late of Watsontown Borough, deceased.
 Filed: June 30, 2022

Christina A. Mertz
 Clerk of the Court of Common Pleas Orphans' Court Division
 Sunbury, PA 17801
 July 12, 2022

ADVERTISEMENT OF GRANT OF LETTERS TESTAMENTARY
ESTATE OF MIRIAM BLANCHE ELIZABETH BINGAMAN, DECEASED

Letters testamentary on the above estate having been granted to the undersigned by the Register of Wills of Union County, Pennsylvania, all persons indebted to the estate are requested to make payment, and those having claims to present the same without delay to:

Kathryn Mary Miller
 Debra Ann Ettinger
 Donald Eugene Bingaman, Jr.
 David Matthew Bingaman
 Co-Executors

Address:
 761 Lohr Road
 Mifflinburg, PA 17844

or their attorney:
 Michael D. Suders
 Attorney at Law
 47 East Chestnut St.
 Mifflinburg, PA 17844
 (570) 966-3360

NOTICE

NOTICE IS GIVEN that the Supervisors of the Township of Lewis, County of Northumberland, Commonwealth of Pennsylvania (the "Township"), will, as part of its next regularly scheduled meeting on Wednesday, September 7, at 4:00 o'clock p.m. at the Township Building at 1428 Revendale Drive, Watsontown, Pennsylvania, consider for enactment an Ordinance (the "Ordinance"), the caption and a summary of such proposed Ordinance being as follows:

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWNSHIP OF LEWIS, COUNTY OF NORTHUMBERLAND, COMMONWEALTH OF PENNSYLVANIA, TO AMEND ORDINANCE NO. 2017-4, AS AMENDED BY ORDINANCE 2019-10, (AN ORDINANCE OF THE TOWNSHIP OF LEWIS, NORTHUMBERLAND COUNTY, PENNSYLVANIA, IMPOSING RESTRICTIONS AS TO THE WEIGHT OF VEHICLES OPERATED UPON CERTAIN TOWNSHIP ROADS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE POSTING OF SECURITY FOR THE MOVEMENT OF VEHICLES OF A WEIGHT IN EXCESS OF RESTRICTIONS; AND PRESCRIBING PENALTIES FOR VIOLATIONS)

The Ordinance will amend the Township's existing weight limited restrictions for vehicles operated upon certain Township Roads to include Old State Road (T-631) as a weight restricted road. If adopted, Old State Road would be posted with a 10 ton weight limit and subject to its existing ordinance regarding the same.

The full text of the Ordinance is available for public inspection at the Township Building at 1428 Revendale Drive, Watsontown, Pennsylvania, Monday through Friday between 8:00 o'clock A.M. and 3:00 o'clock P.M.

Amendments may be made to the Ordinance prior to its final enactment. Persons with disabilities may request auxiliary aids and services by calling Lucinda Bomberger, Township Secretary, at (570) 649-5371.

BY ORDER OF THE TOWNSHIP SUPERVISORS OF LEWIS TOWNSHIP, NORTHUMBERLAND COUNTY, PENNSYLVANIA.

Miscellaneous Items

Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + Low Monthly Payment Options
 Request a FREE Quote - Call now before the next power outage:
 1-888-605-4028

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

Miscellaneous Items

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

Help Wanted

CSIU CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
Head Start Instructor:
 Full time - Benefits. Shamokin.
 Apply online at www.csiu.org/jobs. EOE.

For local news and sports, visit



The Standard-Journal
www.standard-journal.com

Misc. Notices

Become a Published Author. We want to Read Your Book!
 Dorraance Publishing-Trusted by Authors Since 1920
 Book manuscript submissions currently being reviewed. Comprehensive Services: Consultation, Production, Promotion and Distribution. Call for Your Free Author's Guide 1-877-670-0236 or visit dorraanceinfo.com/pasn

Misc. Notices

Wesley Financial Group, LLC
 Timeshare Cancellation Experts
 Over \$50,000,000 in timeshare debt and fees cancelled in 2019. Get free informational package and learn how to get rid of your timeshare! Free consultations. Over 450 positive reviews. Call 855-402-5341

ADMINISTRATRIX NOTICE

Notice is hereby given that Letters of Administration for the ESTATE OF THOMAS EDWIN EYSTER, 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:

Brenda K. Eyster
 305 Beaver Street
 Milton, PA 17847

or her counsel:
 Robert E. Benion, Esq.
 P. O. Box 356
 Milton, PA 17847

NOTICE OF EXECUTOR

IN RE: ESTATE OF LAKE LLEWELLYN HARTMAN, DECEASED
 LATE OF MILTON BOROUGH, NORTHUMBERLAND COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Lake Llewellyn Hartman, Deceased, 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:

Donna Hommel
 650 Center Street
 Milton, PA 17847

Or the attorney for the Estate:
 Melissa S. Lobos, Esquire
 Martin & Lobos, LLC
 247 Chestnut Street
 Mifflinburg, PA 17844

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPAs) on behalf of its 29 State Member Agencies until:

1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, and Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buyback and 023-F Audio Visual Integration

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPAs documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. All responses shall remain electronically sealed until such solicitations are publicly opened as set forth below. Note that Vendors must be able to provide their proposed products and services in up to 29 states, including Pennsylvania. Please note that the AEPAs member in Pennsylvania is the Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network (KPN), which also serves the neighboring states of Delaware, Maryland, New York, and the District of Columbia. The contact for KPN is Mark Carollo, who may be contacted at mcarollo@csi.u.edu.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes County Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. AEPAs and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPAs Member Agencies and/or their Participating Entities. An opening record will be posted to AEPACOP.org.

The Mifflinburg Area School District will accept applications for the following coaching positions for the 2022-2023 school year:

Boys Lacrosse Head Coach
Winter Head Cheerleading Coach
Assistant Varsity Wrestling Coach
Assistant Jr. High Wrestling Coach
Boys Jr. High Basketball Coaches

Interested applicants should submit a letter of interest and resume to Mrs. Danielle Dressler, Athletic Director at miffad@mifflinburg.org by Friday, August 26, 2022.

The Mifflinburg Area School District will accept applications for the following vacancies:
High School ELA Teacher - August 2022-January 2023

High School ELA Teacher - October 2022-June 2023

Interested applicants should submit a letter of interest, resume, Pennsylvania State Teaching Application, proper certification, 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, August 19, 2022.

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania, and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 2022. Bids shall be received electronically at www.epyon.com. Bids will be publicly opened and read aloud at 3 p.m., Eastern Time, Tuesday, Sept. 20, 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.epyon.com. There is no charge to register.

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

- PEPPM 2023 Apple Bid, and
- PEPPM 2023 Product Line Bid.

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

Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.

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

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

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ADVERTISEMENT OF GRANT OF LETTERS TESTAMENTARY
ESTATE OF GREGORY D. BOEN, DECEASED

Letters testamentary on the above estate having been granted to the undersigned by the Register of Wills of Northumberland County, Pennsylvania, all persons indebted to the estate are requested to make payment, and those having claims to present the same without delay to:

Jessica Lynn Burkhardt, Executrix
 753 Sherry Lane
 Lancaster, PA 17601

Or her attorney:
 Michael D. Suders
 Attorney at Law
 3 West First Street
 Watsonstown, PA 17777
 (570) 538-3360

NOTICE OF EXECUTOR

IN RE: **ESTATE OF GARY GEORGE SMITH, DECEASED**
 LATE OF EAST BUFFALO TOWNSHIP, UNION COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Gary George Smith, Deceased, late of East Buffalo Township, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned.

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

Sandra L. Vonada
 4311 Old Turnpike Road
 Lewisburg, PA 17837

Or the attorney for the Estate:
 Melissa S. Lobos, Esquire
 Martin & Lobos, LLC
 247 Chestnut Street
 Milliflburg, PA 17844

NOTICE OF EXECUTOR

IN RE: **ESTATE OF LAKE LLEWELLYN HARTMAN, DECEASED**
 LATE OF MILTON BOROUG, NORTHUMBERLAND COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Lake Llewellyn Hartman, Deceased, 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:

Donna Hommel
 650 Center Street
 Milton, PA 17847

Or the attorney for the Estate:
 Melissa S. Lobos, Esquire
 Martin & Lobos, LLC
 247 Chestnut Street
 Milliflburg, PA 17844

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 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, Sept. 20, 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 separate requests for bids:

- PEPPM 2023 Apple Bid, and
- PEPPM 2023 Product Line Bid.

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

Installation of certain products purchased under the contracts may be subject to the Pennsylvania Prevailing Wage Law. Reference is made to the prevailing minimum wage rates applicable to such installation.

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

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

Miscellaneous Items	Miscellaneous Items	Miscellaneous Items	Miscellaneous Items	Misc. Notices
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ESTATE NOTICE

Notice is hereby given that letters testamentary have been granted in the Estate of Harold L. Webb in Northumberland County, Pennsylvania. All persons indebted to said estate are requested to make immediate payment and those having claims or demands are to present them without delay to:

Allen K. Neyhard
 116 West Tenth Street
 Watsonstown, PA 17777
 Executor.

 **The Mifflinburg Area School District will accept applications for the following coaching positions for the 2022-2023 school year:**

- Boys Lacrosse Head Coach
- Winter Head Cheerleading Coach
- Assistant Varsity Wrestling Coach
- Assistant Jr. High Wrestling Coach
- Boys Jr. High Basketball Coaches

Interested applicants should submit a letter of interest and resume to Mrs. Danielle Dressler, Athletic Director at miffad@mifflinburg.org by Friday, August 26, 2022.

NOTICE OF EXECUTOR

IN RE: **ESTATE OF FRANCES B. WERTZ, DECEASED**
 LATE OF HARTLEY TOWNSHIP, UNION COUNTY, PENNSYLVANIA

LETTERS TESTAMENTARY on the Estate of Frances B. Wertz, Deceased, late of Hartley Township, Union County, Pennsylvania, have been granted by the Register of Wills of Union County, Pennsylvania, to the undersigned.

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

Loyce Osgood
 163 Old Country Lane
 Millmont, PA 17845

Or the attorney for the Estate:
 Melissa S. Lobos, Esquire
 Martin & Lobos, LLC
 247 Chestnut Street
 Milliflburg, PA 17844

NOTICE

Notice is given that the Lewis Township Board of Supervisors, Union County will hold a special meeting regarding the Wastewater Collection System and Treatment Facility and any other business that may arise, on Monday, August 29, 2022 at 6:30 p.m., at the Municipal Building, Millmont, Pennsylvania.

Lewis Township Board of Supervisors
 Union County
 Karen L. Walters, Secretary

NOTICE TO BIDDERS

The Milton Regional Sewer Authority (MRSA) is currently requesting qualifications for an Authority Solicitor. The RFQ document may be obtained by contacting the MRSA at 570-742-3424 ext. 3.

Proposals must be received prior to 4pm on Friday, September 2, 2022, via email to gbausinger@milton-regional.org or by mail to MRSA, Attn: Executive Director, 5595 State Route 405, Milton, PA 17847.

The MRSA reserves the right to accept or reject any or all proposals, and to award a contract to the best responsible entity for said service.

EXECUTRIX'S NOTICE

Letters of Testamentary for the Estate of Kevin E. Long, aka Kevin Eugene Long late of the Township of Jackson, County of Union, 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:

Lynda S. Long
 13 South Main Street
 Lewistown, PA 17044

Or to her attorney:
 Graham C. Showalter, Esquire
 36 S. Third Street
 PO Box 553
 Lewisburg, PA 17837-0553

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WE HEREBY CERTIFY, that the annexed advertisement of Order No 7255632

Sold To:

CSIU Cooperative Purchasing - CU00667644
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Milton, PA 17847-9756

Bill To:

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

Aug 09, 2022; Aug 16, 2022; Aug 23, 2022

The Baltimore Sun Media Group

Shanna Evans

By _____

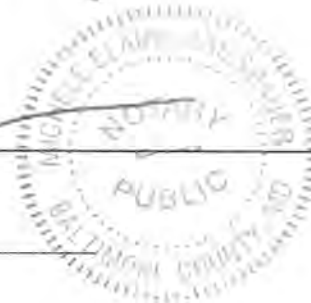
Subscribed and sworn to before me this 23 day of Aug 2022,

By _____

Michelle Elaine

Notary Public

My commission expires 10/15/23



LEGAL NOTICES

STEPHEN C. WILKINSON
220 WASHINGTON STREET
CUMBERLAND, MD 21502
NOTICE TO CREDITORS OF APPOINTMENT OF FOREIGN PERSONAL REPRESENTATIVE OF ESTATE NO 14585

NOTICE IS GIVEN that the Circuit Court of MANATEE COUNTY, FL appointed JAMIE RICE, 1502 BIERMAN DRIVE, SE, CUMBERLAND, MD 21502 as the PERSONAL REPRESENTATIVE of the Estate of DOROTHY MARY INOGEN HEATHER who died on August 13, 2022, domiciled in FLORIDA, UNITED STATES.

At the time of death, the decedent owned real or leasehold property in the following Maryland counties: GARRETT, ALLEGANY, BALTIMORE CITY.

All persons having claims against the decedent must file their claims with the Register of Wills for GARRETT COUNTY with a copy to the foreign personal representative on or before the earlier of the following dates:

- (1) Six months from the date of the decedent's death; or
- (2) Two months after the foreign personal representative mails or delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claim within two months from the mailing or other delivery of the notice. Claims filed after that date or after a date extended by law will be barred.

Foreign Personal Representatives; JAMIE RICE
Name of Newspaper: THE BALTIMORE SUN
Date of first publication August 8, 2022

RITA L. WATSON
ROOM 103 COURTHOUSE 313 E. ALDER STREET
OAKLAND, MD 21550-
Register of Wills
7265801

Baltimore Sun Aug. 9, 17 & 24

LEGAL NOTICES

Extra Space Storage will hold a public auction at the location indicated: 1835 Washington Blvd, Baltimore, Md 21230 on August 11, 2022 at 2 p.m. Unit #'s 1008, 1024, 1129, 1188, 2029, 2051, 2055, 3011, 3023, 3035, 3082, 3151, 3170, 3231, 4106, 4126, 4140, 4157. The auction will be listed and advertised on www.storage-treasures.com. Purchases must be made with cash only and paid at the above reference facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8/9/22 7267068

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEP) on behalf of its 29 State Member Agencies until: 1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, and Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buy-back and 023-F Audio Visual Integration


All responses shall be submitted online via Public Purchase by the due date and time listed above. AEP documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. All responses shall remain electronically sealed until such solicitations are publicly opened as set forth below. Note that Vendors must be able to provide their proposed products and services in up to 29 states, including Pennsylvania. Please note that the AEP member in Pennsylvania is the Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network (KPN), which also serves the neighboring states of Delaware, Maryland, New York, and the District of Columbia. The contact for KPN is Mark Carollo, who may be contacted at mcarollo@csiu.org.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. AEP and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEP Member Agencies and/or their Participating Entities. An opening record will be posted to AEPACoop.org.

Aug. 9, 16, 23 7255632

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THE BALTIMORE SUN MEDIA GROUP

Bridge Play Frank Stewart

At the door to Traffic Court in a small town, a sign admonishes those about to enter: "Why complain? Think of all the tickets you deserved but didn't get."

Against today's six hearts, West led the jack of clubs. South put up dummy's ace, led a trump to his hand and cashed the A-K of diamonds. He went to the queen of trumps and discarded his last club on the queen of diamonds.

Declarer next led a spade from dummy: deuce, king, three. He then drew the missing trump and led a second spade to dummy's ten. When East took the ace, South claimed.

WARNING

South deserved a ticket, but we'll let him off with a warning. After the queen of diamonds wins at Trick Six, South should continue with the jack. As it happens, East can't ruff, and South discards a spade and loses only one more trick.

If East had a diamond left, or if he had a trump left and ruffed the jack of diamonds, South would be no worse off. He could ruff (or over-ruff) and try leading a spade to dummy's ten.

DAILY QUESTION

You hold: ♠ A 9 8 2 ♥ 7 3

♦ 8 5 2 ♣ K 8 7 4. The dealer, at your left, opens one diamond, your partner doubles and the next player bids one heart. What do you say?

ANSWER: Your side seems to have at least half of the high-card strength and is likely to have an eight-card trump fit in spades. Bid one spade. You don't need much strength to compete at the one level. Think of it this way: Partner has "bid" spades, and you are supporting his suit.

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the new york times crossword no. 0705

ACROSS

- Swimmer's set
- Word with dressing or days
- *Workplace for the Seven Dwarfs
- Way out
- Mental picture
- Head of state in Qatar
- As well
- Weighted with freight
- Covid-19, slangily
- *Like daredevils, seemingly
- Nuts and bolts drawer?
- Desires
- *Little one in arms
- Reach for greedily
- Differ
- *Visibly embarrassed
- Caramel-filled candy
- *Void
- One in a cast
- Mischievous creature of folklore
- Formerly the largest country in Africa, but since 2011 the third-largest
- *Get over a minor injury, say
- Basis for a lawsuit
- Apiece
- Way out
- Things made by doctors and bartenders
- Planted for future reaping
- Pile
- Look a little here, a little there
- *Start of a classic breakup letter

DOWN

- Symbol over the "I" in the Tropicana logo
- Part of a drivetrain
- City with a famous tower
- Perfect, as a romance
- Element of doubt?
- Accumulate
- Boys
- Grow older
- Southernmost part of Scandinavia
- Become one
- "That's my cue!"
- What all Alaska ZIP codes start with
- The "E" of Q.E.D.
- Meadowland
- Deep chasm
- Canada's oldest national park
- Understand
- La ___-Posay (skin-care brand)
- Place to say "I do"
- Display from a knight
- Gagarin, first person in space
- Take stealthily, informally
- Orchestral instrument with a bell key
- Singing snowman in Disney's "Frozen"
- Unit in a birth announcement
- Influence that's often unconscious
- Sing loudly, with "out"
- Encouraged
- Send nude pics, maybe
- Ergo
- "We won't be serving alcohol, but ..."
- Something a renegade may break or ignore
- Spoken
- Tiny bell sound
- New York theater award
- Abominable Snowman (probably)
- Hornet's home
- "Song" 2007 hit that begins "I was ridin' shotgun with my hair undone"

By Malgorzata Nowakowska and Eileen Williams

1	2	3	4	5	6	7	8	9	10	11	12	13
14				15					16			
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58				59	60					61		
62				63						64		
65				66						67		

ANSWER TO YESTERDAY'S PUZZLE

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

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8/9/22

marketplaceindex

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Rockville, MD 20852 (301) 961-6555

SUBSTITUTE TRUSTEES' SALE OF REAL PROPERTY AND ANY IMPROVEMENTS THEREON
124 CARNIVAL DR.
TANEYTOWN, MD 21787

Under a power of sale contained in a certain Deed of Trust dated April 14, 2017, recorded in Liber 8669, Folio 91 among the Land Records of Carroll County, MD, with an original principal balance of \$100,959.00, 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

AUGUST 19, 2022 AT 10:35 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.

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 \$9,000 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. 345988-2)

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

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

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32-B Aug. 2, 9, 16 7259644

CARROLL COUNTY

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Rockville, MD 20852 (301) 961-6555

SUBSTITUTE TRUSTEES' SALE OF REAL PROPERTY AND ANY IMPROVEMENTS THEREON
2013 SANDYMOUNT RD.
FINKSBURG, MD 21048

Under a power of sale contained in a certain Deed of Trust dated December 11, 2015, recorded in Liber 8178, Folio 142 among the Land Records of Carroll County, MD, with an original principal balance of \$237,616.00, 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

AUGUST 19, 2022 AT 10:37 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 \$21,000 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. 354321-1)

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

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

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32-C Aug. 2, 9, 16 7259663

LEGAL NOTICES

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 29 State Member Agencies until: 1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, and Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies
RFPs: 023-E Technology Buy-back and 023-F Audio Visual Integration
All responses shall be submitted online via Public Purchase by the due date and time listed above. AEPA documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. All responses shall remain electronically sealed until such solicitations are publicly opened as set forth below. Note that Vendors must be able to provide their proposed products and services in up to 29 states, including Pennsylvania. Please note that the AEPA member in Pennsylvania is the Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network (KPN), which also serves the neighboring states of Delaware, Maryland, New York, and the District of Columbia. The contact for KPN is Mark Carroll who may be contacted at mcarroll@csiu.org. Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E.Mt. Faith, Fergus Falls, MN 56537. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. An opening record will be posted to AEPACoOP.org.
Aug. 9, 16, 23 7255632

REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPMM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 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, Sept. 20, 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 separate requests for bids: PEPMM 2023 Apple Bid, and PEPMM 2023 Product Line Bid. All Maryland public and non-public schools and other eligible organizations may purchase from these awarded contracts. For more information about the request for bids, visit www.peppm.org/bids. Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation. No bidder may withdraw its bid for 90 days after the bid opening date. The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid.
Aug. 9, 16, 23 7262894

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Benjamin C. Stevens, Attorney • Aitken & Stevens, LLC

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Approval is being sought from the States Attorneys Office by the family of Myrna Daniels to disinter her remains and reinter said remains in the are HW 13, St. Johns Cemetery, 127 St. Johns Rd, Pembroke Parish, Bermuda 8/16/22 7270455

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NOTICE TO CREDITORS OF APPOINTMENT OF FOREIGN PERSONAL REPRESENTATIVE
ESTATE NO 14585

NOTICE IS GIVEN that the Circuit Court of MANATEE COUNTY, FL appointed JAMIE RICE, 1502 BIERMAN DRIVE, SE, CUMBERLAND, MD 21502 as the PERSONAL REPRESENTATIVE of the Estate of DOROTHY MARY INOGEN HEATHER who died on August 13, 2021, domiciled in FLORIDA, UNITED STATES.

At the time of death, the decedent owned real or leasehold property in the following Maryland counties: GARRETT, ALLEGANY, BALTIMORE CITY.

All persons having claims against the decedent must file their claims with the Register of Wills for GARRETT COUNTY with a copy to the foreign personal representative on or before the earlier of the following dates:

- Six months from the date of the decedent's death; or
- Two months after the foreign personal representative mails or delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claim within two months from the mailing or other delivery of the notice. Claims filed after that date or after a date extended by law will be barred.

Foreign Personal Representatives: JAMIE RICE
Name of Newspaper: THE BALTIMORE SUN
Date of first publication August 8, 2022

RITA L. WATSON
ROOM 103 COURTHOUSE 313 E. ALDER STREET
OAKLAND, MD 21550-
Register of Wills 7265801

Baltimore Sun Aug. 9, 17 & 24

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Bridge Play Frank Stewart

My colleague Alfred Sheinwold (1912-1997), who founded this column, had a pithy sense of humor. He wrote that bridge is a battle of wits, but some players go into it unarmed. Freddy might have meant that declarers lose makeable contracts by missing easy inferences.

Against today's four spades, West led the king of hearts. South took the ace, led a diamond to dummy and returned a trump to his king. West gathered in his ace, cashed a heart and exited with a diamond.

Declarer won and led a second trump to his queen. West discarded, and East got two trump tricks for down one.

TRUMP TRICKS

West's opening bid marked him with the ace of trumps, so South's lead of a trump to his king couldn't gain. If West held, say, A-10 doubleton, South would lose two trumps.

The crucial case is when West has the singleton ace. At Trick Two South must lead a low trump. He loses two trumps and a heart. If West had the A-10, South would lead to the king later, holding his trump losers to two.

DAILY QUESTION

You hold: ♠ 8 5 3 2 ♥ 10 8
♦ A K Q ♣ A K Q 7. You open one club, and your partner bids one heart. The opponents pass. What do you say?

ANSWER: Bid one spade, hoping partner will bid again if you have a game. Your hand isn't strong enough to jump to two spades, forcing to game opposite any old responding hand. Many experts would prefer a jump to 2NT to show a balanced 18 or 19 points. Their partnership might have a method to back into a 4-4 spade fit.

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West dealer
N-S vulnerable

NORTH
♠ 8 5 3 2
♥ 10 8
♦ A K Q
♣ A K Q 7

WEST
♠ A
♥ K Q J 7 6 4
♦ J 10 7 2
♣ J 2

EAST
♠ J 10 9 7
♥ 9 5 3
♦ 8 6 5
♣ 8 5 4

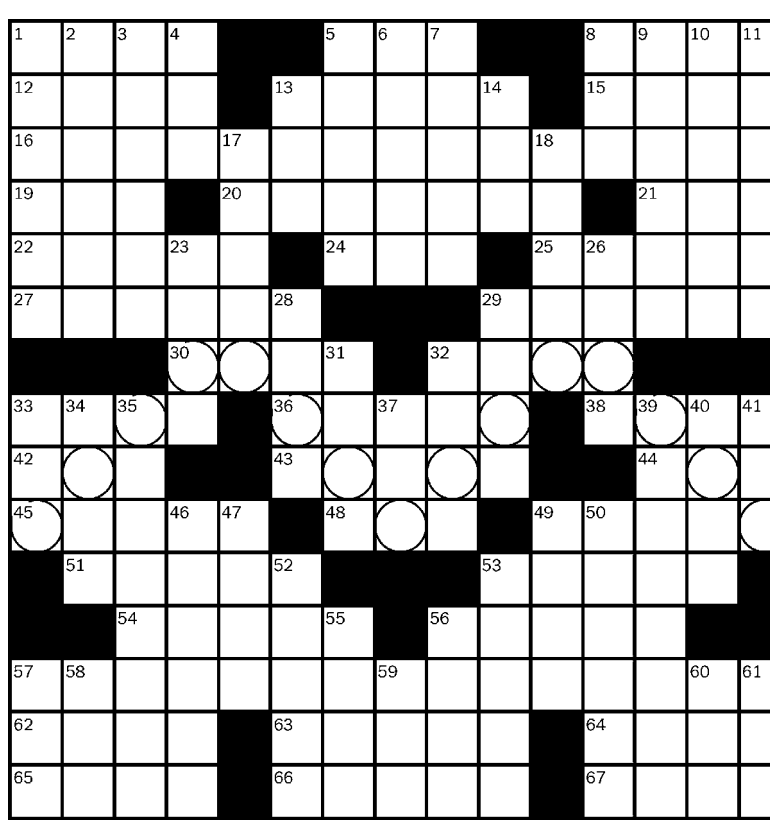
SOUTH
♠ K Q 6 4
♥ A 2
♦ 9 4 3
♣ 10 9 6 3

West North East South
1 ♥ Dbl Pass 2 ♠
Pass 4 ♠ All Pass

Opening lead - ♥ K

the new york times crossword no. 0712

- ACROSS**
- Alan of "Marriage Story"
 - Light time
 - Danish shoe manufacturer
 - "Tender" meat cut
 - Italian city known for its salami
 - Understand, informally
 - Approximate length of 57-Across
 - Movie co. with a presence at Sundance
 - Words on the smallest current U.S. coin
 - The Spartans of the N.C.A.A., for short
 - Handles very roughly
 - Rap's MC
 - Honey-yellow color
 - Go on the offensive
 - One small sample
 - Raise (cause trouble)
 - Like one's legs after too many squats, say
 - Nimble for one's age
 - Accomplish on behalf of
 - Apt name for a car mechanic?
 - That's not true
 - Fashion designer von Furstenberg
 - "Now I get it!"
 - Wood for a grilling plank
 - Actress/comedian Issa
 - Pull some strings?
- DOWN**
- Midsize Nissan
 - Descriptor of the 1%
 - Like jigsaw puzzle pieces produced by machines
 - Arbor, Mich.
 - Put off for later
 - One end of a battery
 - "Wanna participate?"
 - Id restrainter
 - Leftovers
 - Tight-fitting women's garment
 - "All right, fine with me"
 - OB/
 - Pitcher's asset
 - Puccini opera set in Rome
 - Toffee candy bar brand
 - Frisly and delicate
 - Potato salad ingredient, for short
 - N.B.A. legend
 - Jason
 - One of nearly 15,000 in Manhattan
 - Lama
 - What synopses summarize
 - Long ways to go?
 - City with a Little Havana neighborhood
 - Body's internal clock patterns, regulated by the phenomenon seen in the circled letters
 - Feature of an impala ... or an impala
 - Retort to "I am not!"
 - _____mater
 - Grub
 - Dark time
 - Not slack
 - Counterpart of rouge, in roulette
 - Top-notch
 - Utah's capital, in brief
 - Multicolored in blotches
 - [Urgent! Urgent!]
 - Org. concerned with air traffic
 - It's warmed at Chipotle
 - Start of a conclusion
 - Physicist
 - Georg with electrifying discoveries?
 - Many characters in "Guardians of the Galaxy"
 - Freeway feature
 - Kill it at the comedy club
 - Male meower
 - Voter in a certain early caucus
 - Small ornamental loop
 - Garment worn with a choli
 - Fit well together
 - _____/her/hers
 - Mauna
 - Observatory
 - Beer barrel
 - Bird related to the cassowary
 - Warmed the bench



By Karen Steinberg

ANSWER TO YESTERDAY'S PUZZLE

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

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LEGAL NOTICES

STEPHEN C. WILKINSON
220 WASHINGTON STREET
CUMBERLAND, MD 21502

NOTICE TO CREDITORS OF APPOINTMENT OF FOREIGN PERSONAL REPRESENTATIVE
ESTATE NO 14585

NOTICE IS GIVEN that the Circuit Court of MANATEE COUNTY, FL appointed JAMIE RICE, 1502 BIERMAN DRIVE, SE, CUMBERLAND, MD 21502 as the PERSONAL REPRESENTATIVE of the Estate of DOROTHY MARY INOGEN HEATHER who died on August 13, 2021, domiciled in FLORIDA, UNITED STATES.

At the time of death, the decedent owned real or leasehold property in the following Maryland counties: GARRETT, ALLEGANY, BALTIMORE CITY.

All persons having claims against the decedent must file their claims with the Register of Wills for GARRETT COUNTY with a copy to the foreign personal representative on or before the earlier of the following dates:

- (1) Six months from the date of the decedent's death; or
- (2) Two months after the foreign personal representative mails or delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claim within two months from the mailing or other delivery of the notice. Claims filed after that date or after a date extended by law will be barred.

Foreign Personal Representatives; JAMIE RICE
Name of Newspaper: THE BALTIMORE SUN
Date of first publication August 8, 2022

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEP) on behalf of its 29 State Member Agencies until: 1:30 p.m. ET, Tuesday, September 13, 2022

Bids: 023-A Maintenance, Repair, and Operations; 023-B Custodial Supplies and Equipment; 023-C Office Catalog; 023-D School & Instructional Supplies; and 023-G Athletic Equipment & Supplies

RFPs: 023-E Technology Buy-back and 023-F Audio Visual Integration

All responses shall be submitted online via Public Purchase by the due date and time listed above. AEP documents can be downloaded at no cost after registering on Public Purchase at www.publicpurchase.com. All responses shall remain electronically sealed until such solicitations are publicly opened as set forth below. Note that Vendors must be able to provide their proposed products and services in up to 29 states, including Pennsylvania. Please note that the AEP member in Pennsylvania is the Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network (KPN), which also serves the neighboring states of Delaware, Maryland, New York, and the District of Columbia. The contact for KPN is Mark Carollo, who may be contacted at marollo@csiu.org.

Solicitations will be publicly opened after 1:30 p.m. ET on Tuesday, September 13, 2022, at Lakes Country Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56537. AEP and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, and to the best interest of any of the AEP Member Agencies and/or their Participating Entities. An opening record will be posted to AEPACCOOP.org. Aug. 9, 16, 23 7255632

REQUESTS FOR BIDS
Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including Maryland for the PEPMP Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 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, Sept. 20, 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 separate requests for bids:

- PEPMP 2023 Apple Bid, and PEPMP 2023 Product Line Bid.

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

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

Installation of certain products purchased under the contracts may be subject to applicable prevailing wage laws and rates. Reference is made to the prevailing minimum wage rates applicable to such installation. No bidder may withdraw its bid for 90 days after the bid opening date.

The CSIU reserves the right to reject all bids, and/or to waive any informality or irregularity in a bid. Aug. 9, 16, 23 7262894

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PUBLIC SALE THURSDAY SEPT. 8th
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VIN# KNAFX5A81G5627761

NOTE: In order to Bid on a car, a \$1,000 cash deposit is required & refunded on the day of sale if a purchase is not made. If you are attending the Public Sale and not bidding, a deposit is not required.

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PUBLIC NOTICE
Comcast Cable Communications proposes to collocate wireless communications antennas at a top height of 151 feet on a 142-foot building at the approx. vicinity of 409 Washington Avenue, Towson, Baltimore County, MD, 21204. Public comments regarding potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Trialeaf Corp, Katelyn Belzner, k.belzner@trialeaf.com, 8600 LaSalle Rd. Ste. 301, Towson, MD 21286, 410-853-7128. 8/23/2022 7274418

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THE BALTIMORE SUN MEDIA GROUP

Bridge Play Frank Stewart

A player at my club showed me today's deal. He had sat West.

"My regular partner is usually quite careful," he told me in the lounge. "He takes great pains on defense. But on this deal he took them and gave them to me."

With both sides vulnerable, South pushed on to five hearts, a correct assessment since West would have made four spades by finessing successfully against South's queen of clubs.

ENTRY
"I led the king of spades," my friend said, "and my partner signaled with the eight. That play inflicted some major pain on me. I tried shifting to the king of clubs. If partner had the ace of diamonds, I hoped to kill dummy's entry to the diamonds. But South took the ace, lost a trump to my partner's ace, won the club return and claimed 11 tricks."

East's defense was painful. Since the bidding indicates that South has only one spade, East must overtake West's king and lead the ten of clubs. Then the defense gets a club trick as well as a spade and East's ace of trumps.

DAILY QUESTION
You hold: ♠ J 6 4 ♥ 8 7 2
♦ K Q J 7 2 ♣ A 5. Your partner opens one heart, you respond two diamonds and he bids three clubs. The opponents pass. What do you say?

ANSWER: Your partner's "high reverse" promises significant extra strength. You certainly have a game; nevertheless, bid only three hearts. Partner will not pass. If instead you jump to four hearts, you would suggest a hand such as J 6 4, K J 2, A K 7 5 2, 6 5 with much stronger heart support.

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the new york times crossword no. 0719

ACROSS

- Shrimp (seafood dish)
- Monomaniacal captain of fiction
- Taiwanese computer brand
- Many jukebox songs
- Sets of points, in geometry
- Skye of "Say Anything..."
- Pay for something expensive
- Word after spring or summer on a menu
- 1/640 of a square mile
- Golfer's pocketful
- Khan, Yuan Dynasty founder
- Precursor to reggae
- Confront unpleasant consequences
- Ivan the Terrible, for one
- One of three in "To be or not to be"
- Typeface akin to Helvetica
- Wear the crown
- Donkey sound
- Take responsibility for a misdeed
- Sharpen
- Boots from office
- Protection
- Scott Joplin compositions
- Bum around London?
- Bet on every competitor but one
- Gridiron play callers, for short
- Iberian wine city
- Aspiring J.D.'s exam
- Gasoline or kerosene
- Peru's capital
- Conforms to expectations
- Forbidden-sounding fragrance
- Old Testament twin
- Hammed it up on stage
- Little twerp
- Misplace
- Nuclear trials, for short
- Divans, e.g.
- "What did the do when it was still hungry? Went back four seconds!" (dad joke)
- Worshipful love
- Smidgen
- Word before peeve or project
- Gate, marvel of Babylonian architecture
- Edward who wrote "Who's Afraid of Virginia Woolf?"
- "Let me think..."
- Autumn
- Some temperature extremes
- Ingredient in a Reuben
- Shade of gray
- Letter after pi
- Get more mileage out of
- Sounds of hesitation
- "The Addams Family" cousin
- Angrily stops playing a game, in modern parlance
- "Who, me?"
- Triumphant shout
- Upscale boarding kennel
- Shakespeare, e.g.
- Football stat: Abbr.
- Tennis Hall-of-Famer Gibson
- Leaves in a hurry
- Beelike
- Small musical group
- "Performers" in a tiny circus
- Topic for debate
- Have a meal
- Writer Stephen Vincent Mushers' vehicle
- Big chip off the old block?
- Bear, in Spanish
- One trained in CPR

By Andy Kravis

ANSWER TO YESTERDAY'S PUZZLE

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

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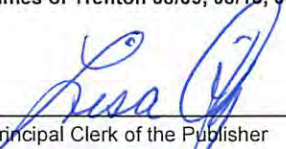
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State of New Jersey,) ss
County of Middlesex)

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

Times of Trenton 08/09, 08/16, 08/23/2022

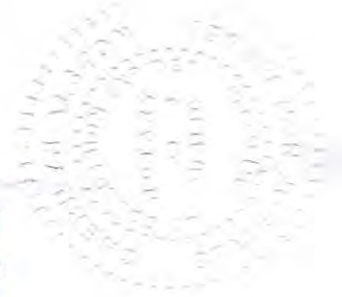


Principal Clerk of the Publisher

Sworn to and subscribed before me this 24th day of August 2022



Notary Public



REQUESTS FOR BIDS

Sealed bids for technology equipment, software, services, supplies, and furniture sales to local educational agencies and other eligible organizations in Pennsylvania and optionally other states including New Jersey for the PEPPM Cooperative Purchasing Program shall be received by the Central Susquehanna Intermediate Unit #16 ("CSIU") until 3 p.m., Eastern Time, Tuesday, Sept. 20, 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, Sept. 20, 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 separate requests for bids:

- PEPPM 2023 Apple Bid, and
- PEPPM 2023 Product Line Bid.

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

For more information about the request for bids, 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.
8/9, 8/16, 8/23/22 THE TIMES \$94.77

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REQUESTS FOR BIDS

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8/9, 8/16, 8/22/22 THE TIMES 594 77

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

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

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

All Contractors must comply with the requirements of Chapter 33 of the Laws of 1977, which requires disclosure of all stockholders owning 10% or more of the corporate stock by executing the "DISCLOSURE CERTIFICATE" included in the specifications. The successful bidder shall be required to comply with the provisions of the New Jersey Pre-Paid Wage Act, Chapter 150 of the Laws of 1973, effective January 1, 1974; Section 109 of P.L. 94-369, and Section 110 of P.L. 93-383 regarding wage rates determined by the Secretary of Labor, in accordance with the provisions of the Davis-Bacon Act as amended (40 USC 275a-275a-5) whichever provides for the higher rate of pay for each specific job classification.

All proposals are subject to the requirements of all laws and City Ordinances affecting same. The bidders are required to comply with requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

AWARDED A CONTRACT, YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C. 127 (N.J.A.C. 17:27).

The City accepts no responsibility for any bids prior to their presentation at the date and hour indicated for the formal bid opening. NO BID WILL BE ACCEPTED AFTER THE HOUR NAMED. Bidders may not withdraw their respective bids for a period of sixty (60) days after the receipt of the same by the City of Newark.

BASED UPON THE SPECIFICATIONS, THE CITY RESERVES THE RIGHT IN ITS SOLE JUDGMENT TO ACCEPT, TO WAIVE, NON-MATERIAL DEFECTS OR INFORMALITIES AND TO AWARD THE CONTRACT IN A MANNER

good-faith efforts to do so. Forms can be downloaded from <https://www.state.nj.us/transportation/business/civilrights/forms.shtml>

All comments and/or questions regarding the bid should be addressed in writing no later than Wednesday, Aug. 17, 2022, to:

Matthew Anna
Principal Engineer, Traffic
E-mail: matanna@newark.nj.us
City of Newark, Department of Engineering
255 Central Avenue, Newark, New Jersey

By direction of: Director of Engineering of the City of Newark of the State of New Jersey

Dolores Martinez Wooden, M.S.C.E., LEED AP
DIRECTOR
DEPARTMENT OF ENGINEERING
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NOTICE TO BIDDERS

Notice is hereby given that on August 25, 2022 at 11:30 A.M. (Eastern Time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 17:27.1 et seq., on BidNet Direct at <http://www.bidnetdirect.com/newjersey/milercounty> at which time and place the sealed bids will be opened publicly and read

ADVERTISEMENT FOR BIDS

PROJECT: IMPROVEMENT OF WATER QUALITY RETENTION BASINS
PROJECT # 50247
LOCATION: NATIONAL GUARD TRAINING CENTER, SEA GRIT, NJ 08750
OWNER: NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
EST. COST: \$350,000

Sealed bid forms will be received in the New Jersey Department of Military and Veterans Affairs (NJDMVA) Business Management Bureau Contract Administration Office located at 101 Egbert Crossing Road, Lawrenceville, NJ 08648 until 11:00 AM on September 9, 2022 and then publicly opened and read aloud. No bid will be accepted thereafter.

COVID-19 Restrictions

Due to COVID-19 restrictions there will not be an in person bid opening.

Please email bid Proposals no larger than 15Mb in PDF format to bids@dmva.nj.gov by 11:00 AM on September 9, 2022. Please indicate the Project Number in the Subject Line of the email. Once your proposal has been received via email you will receive an email confirming your bid submission. You will then receive an email with an invitation to a Microsoft TEAMS meeting where all bids will be read aloud later that same day. If you are not bidding and would like to still attend the TEAMS meeting please email your request to bids@dmva.nj.gov.

bids

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8/9, 8/16, 8/23/22 THE TIMES \$94.77

refundable fee at the Department of Engineering, Division of Traffic and Signals, 255 Central Avenue, Newark, New Jersey 07103 during regular business days, between 9:00 AM and 4:00 PM.

Sealed Bid must be (1) made on the standard proposal form included in the bid package, and enclosed in specially addressed and sealed envelope indicating the Project Name and Number; (2) accompanied by a certified check drawn to order of the City of Newark or a Bid Bond in the amount of ten (10%) percent of the total bid, not to exceed \$20,000 (twenty thousand dollars); (3) accompanied by a Consent of Surety Company authorized to do business in the State of New Jersey, and (4) an executed non-collision affidavit. The successful bidder will be required to furnish a performance and/or individual Surety Bonds prior to execution of the Contract by a Company authorized to do business in the State of New Jersey in the amount not less than one hundred (100%) percent of the Contract.

The Disadvantaged Business Enterprise (DBE) goal is 8% and the number of training requirement is 1 for this project.

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

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

All Contractors must comply with the requirements of Chapter 33 of the Laws of 1977, which requires disclosure of all stockholders owning 10% or more of the corporate stock by executing the "DISCLOSURE CERTIFICATE" included in the specifications. The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1973, effective January 1, 1974, section 109 of PL 94-369, and Section 110 of PL 93-383 regarding wage rates determined by the Secretary of Labor, in accordance with the provisions of the Davis-Bacon Act as amended (40 USC 2601-2605).

notices

NOTICE

In accordance with the Senator Byron M. Barr Open Public Meetings Act, this notice is to advise that the New Jersey Cannabis Regulatory Commission ("NJ-CRC") will hold a public meeting of its Board at 1 p.m. on Friday, September 9, 2022. In accordance with P.L. 2020 c.11 supplementing the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., the meeting will be held virtually with links posted at www.nj.gov/cannabis/meetings for public access and participation.

This meeting is a rescheduling of the September 22 meeting included on the list of the published scheduled meetings for 2022.

8/16/22 THE TIMES \$9.18

NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY

NOTICE OF PUBLIC MEETING TO BE HELD VIRTUALLY VIA PHONE AND INTERNET

PLEASE TAKE NOTICE that a virtual board meeting of the New Jersey Transportation Trust Fund Authority will take place on Thursday, August 18, 2022, at 11:00 AM. The meeting will be held virtually via phone and internet only and not in person. Members of the public are welcome to participate in the meeting by:

GoToMeeting
<https://meet.gotomeeting.com/208708253>
or
telephone: 1 (571) 317-3122 and using access code 208-708-253.

The agenda includes: a resolution to approve the minutes of the meeting held on April 21, 2022; the election of Officers for Fiscal Year 2023; the appointment of Officers for Fiscal Year 2023; a resolution to approve a Memorandum of Understanding between the New Jersey Transportation Trust Fund Authority, the New Jersey Department of Transportation, and NJ Transit Corporation; and a summary of New Jersey Department of Transportation project funding for State Fiscal Year 2023. It is expected that formal action will be taken. This notice is filed in accordance with the "Open Public Meetings Act," L. 1975, c.231, as amended.

SIGNED: Naileen Rodriguez
NJTTFA Secretary
8/16/22 THE TIMES \$19.98

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SIGNED: Naileen Rodriguez
NJTTFA Secretary
8/16/22 THE TIMES \$19.98



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

08-09-2022, 08-16-2022, 08-23-2022

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NOTARY PUBLIC-STATE OF NEW YORK
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Qualified in Rensselaer County
My Commission Expires 08-19-2023

D LaCoppola 8/23/22

Denise R. LaCoppola

Sworn to before me, this 23 day of Aug 2022

[Signature]

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, Sept. 20, 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, Sept. 20, 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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LEGALS

Notice of formation of Pie Charts Anonymous LLC. Articles of Organization filed with New York State Dept. of State on 05/23/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at ZenBusiness Inc 41 State St Suite 112 Albany, NY 12207. Company is organized for Any Lawful Purpose.

Notice of formation of The Brookwood Agency LLC. Articles of Organization filed with New York State Dept. of State on 07/19/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at ZenBusiness Inc. 41 State St Suite 112 Albany, NY 12207. Company is organized for Any Lawful Purpose.

Notice of formation of PROPERTIES LGS, LLC. Articles of Organization filed with New York State Dept. of State on 06/17/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE STREET, SUITE 700, OFFICE 40 ALBANY, NY, 12207. Company is organized for fix and flip.

Notice of formation of Future Wealth Foundation LLC. Articles of Organization filed with New York State Dept. of State on 07/04/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE ST STE 700 # 40 ALBANY, NY 12207. Company is organized for Any lawful purpose.

Notice of formation of Dater House and Friends Antiques, LLC. Articles of Organization filed with New York State Dept. of State on 06/21/2022. The County within this state in which the office of the limited liability company is located in is Rensselaer. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Dater House and Friends Antiques, LLC 4348 NY Route 150 West Sand Lake, NY 12196. Company is organized for Any lawful purpose.

Notice of formation of Picotodio LLC. Articles of Organization filed with New York State Dept. of State on 05/13/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 State Street, Ste 700 Office 40, Albany NY 12207. Company is organized for providing design services and products.

Notice of formation of CALDRONE LLC. Articles of Organization filed with New York State Dept. of State on 12/12/2018. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 108 FAIRVIEW AVE ALBANY, NY 12208. Company is organized for AERIAL SERVICES.

sole-Lace LLC Arts of Org. filed SSNY 4/20/22. Albany Co. SSNY design agent for process & shall mail to Kenneth Jackson III 70 N Grove St 4m Freeport, NY 11520 General Purpose

LEGALS

Notice of formation of Auxano Psychiatric NP Services, PLLC. Articles of Organization filed with New York State Dept. of State on 07/19/2022. The County within this state in which the office of the limited liability company is located in is Rensselaer. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 516 Washington Ave Rensselaer, NY 12144. Company is organized for any lawful purpose.

Notice of formation of 399 Hudson Ave LLC. Articles of Organization filed with New York State Dept. of State on 06/07/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Law Office of Stephen Buckley PLLC, 120 Broadway, Suite 220, Menands, New York 12204. Company is organized for any lawful activity.

Notice of formation of 471 Hamilton St LLC. Articles of Organization filed with New York State Dept. of State on 06/07/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at NOEL G SCOTT, 250 E 8TH ST, BROOKLYN, NY, 11218. Company is organized for WASHING MACHINE AND DRYER REPAIR SERVICES.

Notice of formation of 482 Yates St LLC. Articles of Organization filed with New York State Dept. of State on 06/13/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Law Office of Stephen Buckley PLLC, 120 Broadway, Suite 220, Menands, New York, 12204. Company is organized for any lawful activity.

Notice of formation of Ampton Creative World LLC. Articles of Organization filed with New York State Dept. of State on 07/26/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Ampton Creative World LLC 24 Twin Lakes Drive Airmont NY 10952. Company is organized for Marketing.

Notice of formation of Veracity Premier LLC. Articles of Organization filed with New York State Dept. of State on 06/26/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Veracity Premier LLC 8 Bel-Aire Drive, Latham, NY 12110. Company is organized for business consulting.

Notice of formation of Clifton Park SIK LLC. Articles of Organization filed with New York State Dept. of State on 4/15/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Sam Glassman 7096 Heathwood Drive Hamilton, OH 45011. Company is organized for Any lawful purpose.

LEGALS

Notice of formation of KRM PARTNERS LLC. Articles of Organization filed with New York State Dept. of State on 07/26/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at THE LLC 271 CADMAN PLZ E STE 2. # 23463, BROOKLYN, NY 11201. Company is organized for Any lawful activity.

Notice of formation of RBS Corporate LLC. Articles of Organization filed with New York State Dept. of State on 08/03/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at c/o Dawn Abuhul, 28 Pine Hollow Road, Slingerlands, NY 12159. Company is organized for Purpose: any business permitted under law.

Notice of formation of MO-GUL TRANSPORTATION APPLIANCE DIVISION LLC. Articles of Organization filed with New York State Dept. of State on 07/28/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at NOEL G SCOTT, 250 E 8TH ST, BROOKLYN, NY, 11218. Company is organized for WASHING MACHINE AND DRYER REPAIR SERVICES.

Notice of Qualification of ON THE MONEY ANALYTICS LLC. Authority filed with Secy. of State of NY (SSNY) on 06/10/22. Office location: Albany County, LLC formed in Delaware (DE) on 10/27/20. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 99 Washington Ave., Ste. 1008, Albany, NY 12260. Address to be maintained in DE: 838 Walker Rd. Ste. 21-2, Dover, DE 19904. Arts of Org. filed with DE Secy. of State, 401 Federal St. - Ste. 4, Dover, DE 19901. Purpose: any lawful activities.

Notice of Qualification of MANANALU, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 06/30/22. Office location: Albany County, LLC formed in Delaware (DE) on 08/30/19. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co., 80 State St., Albany, NY 12207-2543. DE addr. of LLC: 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with DE Secy. of State, Div. of Corps., 401 Federal St., Ste. #4, Dover, DE 19901. Purpose: Any lawful activity.

Notice of Qualification of VIRTUS BENEFITS, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 07/28/22. Office location: Albany County, LLC formed in Delaware (DE) on 12/26/12. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co., 80 State St., Albany, NY 12207-2543. DE addr. of LLC: 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with DE Secy. of State, Div. of Corps., PO Box 898, Dover, DE 19903. Purpose: Any lawful activity.

Notice of Qualification of Zip Bonds, LLC. Authority filed with NY Secy of State (SSNY) on 07/21/2022. Office location: Albany County, LLC formed in Iowa (IA) on 01/01/2021. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 99 Washington Ave. 6th Floor Albany, NY 12231. Address of LLC: 3737 Woodland Ave Suite 505 West Des Moines, IA 50266. Cert. of Formation filed with IA SOS, First Floor, Lucas Building 321 E. 12 St. Des Moines, IA 50319. Purpose: Non Resident Insurance Agency for profit.

LEGALS

Notice of Qualification of 23 PARK AVENUE LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 06/13/22. Office location: Albany County, LLC formed in Delaware (DE) on 05/23/22. NYS fictitious name: RMZ 23 PARK AVENUE LLC. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co., 80 State St., Albany, NY 12207-2543. DE addr. of LLC: 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: Any lawful activity.

Notice of Qualification of QUANTUM 3 MEDIA, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 05/25/22. Office location: Albany County, LLC formed in Delaware (DE) on 11/30/12. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co. (CSC), 80 State St., Albany, NY 12207-2543. DE addr. of LLC: c/o CSC, 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State, John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: Any lawful activity.

Notice of Qualification of CALPINE COMMUNITY ENERGY, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 06/28/22. Office location: Albany County, LLC formed in Delaware (DE) on 06/03/22. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co., 80 State St., Albany, NY 12207-2543. DE addr. of LLC: 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State of the State of DE, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: Any lawful activity.

Notice of Qualification of Euclid Transactional Holdings, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/12/22. Office location: Albany County, LLC formed in Delaware (DE) on 08/03/21. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 90 State St. STE 700 Office 40, Albany, NY 12207. Address to be maintained in DE: 8 The Green STE R, Dover, DE 19901. Arts of Org. filed with DE Secy. of State, John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.

Notice of Qualification of Bezos Earth Fund LLC. Authority filed with Secy. of State of NY (SSNY) on 06/13/22. Office location: Albany County, LLC formed in Delaware (DE) on 10/20/21. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Company, 80 State St., Albany, NY 12207-2543. Address to be maintained in DE: 251 Little Falls Dr., Wilmington, DE 19808. Arts of Org. filed with the Secy. of State of the State of DE, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.

RMS AVIATION, LLC Authority filed with Secy. of State of NY (SSNY) on 6/23/22. Office location: Albany Co. LLC formed in FL on 11/30/21. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Registered Agents Inc 90 State St Ste 700 Off 40 Albany NY 12207. FL address of LLC: 50 N Laura St 2500 Jacksonville FL 32202. Arts of Org. filed with FL Secy. of State, 500 South Bronough St Tallahassee, FL 32399. Purpose: Any lawful activity.

Pursuant to Election Law § 4-118(1), the Greene County Board of Elections will hold a Special Election from 6 a.m. to 9 p.m. Tuesday, August 23, 2022. Representative in Congress-Congressional District 19th, all voters are eligible to vote. Visit greene.gov/vote or call 518-719-3550 for more information.

Extra Space Storage will hold a public auction at the location indicated: 1110 Altamont Ave, Schenectady, NY 12303, on 8/16/2022 10:00 AM. Units 229,419,459,601,1003, and 1042. The auction will be listed and advertised on www.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Pursuant to Election Law § 4-118(1), the Greene County Board of Elections will hold a Primary Election from 6 a.m. to 9 p.m. Tuesday, August 23, 2022. Democratic Representative in Congress-Congressional District 19th. Visit greene.gov/vote or call 518-719-3550 for more information.

LEGALS

Notice of formation of MRK TAXI LLC. Art. of Org. filed with the Sec of State of NY (SSNY) on 8/3/2022. Office location, County of Albany. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process served to: c/o Mohammad H. Kabir - 4033 69th Street, 11F, Woodside, NY 11377. Purpose: any lawful act.

Notice of Qualification of Trio Fund I Albany NY LLC. Authority filed with Secy. of State of NY (SSNY) on 05/17/22. Office location: Albany County, LLC formed in Delaware (DE) on 05/09/22. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 107 John St., Ste. 306, Southport, CT 06890. Address to be maintained in DE: Incorporating Services, LLC, 3500 S Dupont Hwy, Dover, DE 19901. Arts of Org. filed with the Secy. of State, DE Division of Corporations, John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.

Notice of Qualification of MARIAN SHRINE SOLAR 1, LLC. Authority filed with Secy. of State of NY (SSNY) on 06/13/22. Office location: Albany County, LLC formed in Delaware (DE) on 09/24/21. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: URS AGENTS INC., 3675 CRESTWOOD PKWY STE 350, DULUTH, GA 30096. Address to be maintained in DE: 614 N DUPONT HWY STE 210 DOVER, DE 19901, c/o URS Agents, LLC. Arts of Org. filed with Jeffrey W. Bullock, Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities.

Notice of Qualification of WABTEC COMPONENTS LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 05/04/22. Office location: Albany County, LLC formed in Delaware (DE) on 12/21/70. Princ. office of LLC: 30 Isabella St., Pittsburgh, PA 15212. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC at the princ. office of the LLC. DE addr. of LLC: c/o Corporation Service Co., 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State, 401 Federal St., #4, Dover, DE 19901. Purpose: Any lawful activity.

Notice of Qualification of KATMAI MANAGEMENT SERVICES, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 06/30/22. Office location: Albany County, LLC formed in Alaska (AK) on 02/22/05. Princ. office of LLC: 11001 O'Malley Centre Dr., Ste. 204, Anchorage, AK 99515. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co., 80 State St., Albany, NY 12207-2543. Cert. of Form. filed with Secy. of State, 550 W. 7th Ave., Ste. 1500, Anchorage, AK 99501-3567. Purpose: Any lawful activity.

Notice of Qualification of RPW SOLUTIONS, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 07/12/22. Office location: Albany County, LLC formed in Delaware (DE) on 01/10/22. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to c/o Corporation Service Co. (CSC), 80 State St., Albany, NY 12207-2543. DE addr. of LLC: c/o CSC, 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with DE Div. of Corps., John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: General consulting services.

LEGALS

NOTICE OF SALE IN FORECLOSURE SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF RENSSELAER US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST, Plaintiff, v. SEAN A. QUACKENBUSH A/K/A SEAN QUACKENBUSH, ET AL, Defendant. PLEASE TAKE NOTICE THAT in pursuance of a Judgment of Foreclosure and Sale entered in the office of the County Clerk of Rensselaer County on June 08, 2022, I, Timothy R. Shevy, Esq., the Referee named in said Judgment, will sell in one parcel at public auction on August 23, 2022 at the Rensselaer Court House, Congress and Second Street, Troy, NY at 10:00 AM, County of Rensselaer, State of New York, the premises described as follows: 14 Sunset View Avenue Troy, NY 12180 Section: 90.58 Block: 3 Lot: 3 ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brunswick, County of Rensselaer, State of New York. The premises are sold subject to the provisions of the filed judgment, Index No. EF2019-262467 in the amount of \$115,009.99 plus interest and costs. The aforementioned auction will be conducted in accordance with the Court System's COVID-19 mitigation protocols and as such all persons must comply with social distancing, wearing masks and screening practices in effect at the time of this foreclosure sale. Stuart Frame Woods Oviatt Gilman LLP Plaintiff's Attorney 500 Bausch & Lomb Place Rochester, NY 14604 Tel.: 855-227-5072 72559

PLEASE TAKE NOTICE that proposals for CDTA-Maint 171-3000A Maintenance Uniform Rental are due no later than 1:00PM EST on September 7, 2022. Proposals should be addressed to Stacy Sansky, Director of Procurement, Capital District Transportation Authority, 110 Watervliet Avenue, Albany, New York 12206. Each proposal must be prepared and submitted in accordance with the proposal instructions.

Questions regarding this Request for Proposals are to be submitted IN WRITING to Stacy Sansky, Director of Procurement (sdsansky@cdta.org) NO LATER than 11:00 AM on August 18 2022.

It is the intention of CDTA to negotiate for a contract based upon proposals it receives, but CDTA reserves the right to reject any and all proposals.

The Authority hereby notifies all potential service providers that disadvantaged, minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this notice and there will be no discrimination on the basis of race, creed, color, sex, national origin, disability or marital status in the award of the contract or any subcontract.

PROHIBITIONS ON PROCUREMENT LOBBYING: Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between CDTA and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts to influence the procurement process, except as provided in the procurement process (i.e., proposal submissions and interviews, where requested by CDTA) from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by CDTA ("restricted period"). Contacts must be made only by your designated staff unless a specific exception applies. CDTA employees are required to obtain certain information when contacted during the restricted period for purposes designed to influence the procurement process and make a determination of the responsibility that could result in rejection for contract award or even more serious consequences.

The complete Request For Proposals may be obtained free of charge at our website www.cdta.org on or after August 4, 2022. Only vendors who complete the online vendor registration form will be able to access the RFP.

Dated: August 4, 2022

LEGALS

NOTICE OF SALE IN FORECLOSURE SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF RENSSELAER US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST, Plaintiff, v. SEAN A. QUACKENBUSH A/K/A SEAN QUACKENBUSH, ET AL, Defendant. PLEASE TAKE NOTICE THAT in pursuance of a Judgment of Foreclosure and Sale entered in the office of the County Clerk of Rensselaer County on June 08, 2022, I, Timothy R. Shevy, Esq., the Referee named in said Judgment, will sell in one parcel at public auction on August 23, 2022 at the Rensselaer Court House, Congress and Second Street, Troy, NY at 10:00 AM, County of Rensselaer, State of New York, the premises described as follows: 14 Sunset View Avenue Troy, NY 12180 Section: 90.58 Block: 3 Lot: 3 ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Brunswick, County of Rensselaer, State of New York. The premises are sold subject to the provisions of the filed judgment, Index No. EF2019-262467 in the amount of \$115,009.99 plus interest and costs. The aforementioned auction will be conducted in accordance with the Court System's COVID-19 mitigation protocols and as such all persons must comply with social distancing, wearing masks and screening practices in effect at the time of this foreclosure sale. Stuart Frame Woods Oviatt Gilman LLP Plaintiff's Attorney 500 Bausch & Lomb Place Rochester, NY 14604 Tel.: 855-227-5072 72559

PLEASE TAKE NOTICE that proposals for CDTA-Maint 171-3000A Maintenance Uniform Rental are due no later than 1:00PM EST on September 7, 2022. Proposals should be addressed to Stacy Sansky, Director of Procurement, Capital District Transportation Authority, 110 Watervliet Avenue, Albany, New York 12206. Each proposal must be prepared and submitted in accordance with the proposal instructions.

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Dated: August 4, 2022

LEGALS

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PLEASE TAKE NOTICE that proposals for CDTA-Maint 171-3000A Maintenance Uniform Rental are due no later than 1:00PM EST on September 7, 2022. Proposals should be addressed to Stacy Sansky, Director of Procurement, Capital District Transportation Authority, 110 Watervliet Avenue, Albany, New York 12206. Each proposal must be prepared and submitted in accordance with the proposal instructions.

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The complete Request For Proposals may be obtained free of charge at our website www.cdta.org on or after August 4, 2022. Only vendors who complete the online vendor registration form will be able to access the RFP.

Dated: August 4, 2022

NOTICE OF BOND RESOLUTION

NOTICE IS HEREBY GIVEN that the resolution a summary of which is published herewith has been adopted by the City Council of the City of Saratoga Springs, Saratoga County, New York on the 2nd day of August, 2022, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Saratoga Springs is not authorized to expend money, or the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the constitution.

Dillon C. Moran
City Clerk
City of Saratoga Springs

BOND RESOLUTION DATED AUGUST 2, 2022. A RESOLUTION SUPPLEMENTING A BOND RESOLUTION DATED SEPTEMBER 7, 2021, AUTHORIZING THE ISSUANCE OF ADDITIONAL SERIAL BONDS OF THE CITY OF SARATOGA SPRINGS, SARATOGA COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,427,500 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE THE CONSTRUCTION OF AN EAST SIDE FIRE AND EMS FACILITY AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE COMMISSIONER OF FINANCE.

Object or Purpose: the construction of an east side fire and EMS facility at an estimated maximum cost of \$8,127,500.

Period of Probable Usefulness: thirty (30) years.

Amount of Additional Obligations to be Issued: not to exceed \$1,427,500. The balance of the cost of said purpose, that being \$6,700,000, shall be financed as provided in the prior bond resolution referred to above.

This bond resolution is intended to supplement the prior bond resolution referred to above by authorizing the issuance of additional serial bonds of the City in an amount not to exceed \$1,427,500 to provide additional funds to finance the purpose described above.

A complete copy of the bond resolution summarized above, and a copy of the prior bond resolution referred to above, are available for public inspection during normal business hours at the office of the City Clerk, located at City Hall, 474 Broadway, Saratoga Springs, New York.

Dated: August 2, 2022
Saratoga Springs, New York

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF RENSSELAER

INDEX NO. EF2018-259928

HOMEBRIDGE FINANCIAL SERVICES, INC. Plaintiff designates RENSSELAER as the place of trial situs of the real property

vs. Plaintiff, SUPPLEMENTAL SUMMONS

A.M. (MINOR DAUGHTER) AS HEIR AND DISTRIBUTE TO THE ESTATE OF PATRICK MAHAR BY AND THROUGH THE NATURAL GUARDIAN JOANNA MAHAR; M.M. (MINOR DAUGHTER) AS HEIR AND DISTRIBUTE TO THE ESTATE OF PATRICK MAHAR BY AND THROUGH THE NATURAL GUARDIAN JOANNA MAHAR; any and all persons unknown to plaintiff, claiming, or who may claim to have an interest in, or general or specific lien upon the real property described in this action; such unknown persons being herein generally described and intended to be included in the following designation, namely: the wife, widow, husband, widower, heirs at law, next of kin, descendants, executors, administrators, devisees, legatees, creditors, trustees, committees, lienors, and assignees of such deceased, any and all persons

LEGALS

1817 PROSPECT PLACE LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Law Offices of Thomas C. York, P.C., 85 Broad Street, 16th Floor, New York, NY 10004. Purpose: Any lawful purpose.

325 FIFTH AVE 9C LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Hui En Deborah Lim, 325 Fifth Avenue, Apartment 9C, New York, NY 10016. Purpose: Any lawful purpose.

32 AVENUE B LLC. Arts. of Org. filed with the SSNY on 07/14/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 10 Confucius Plaza, Apartment 3B, New York, NY 10002. Purpose: Any lawful purpose.

5302 CHURCH AVE REALTY LLC filed with SSNY on 08/09/2022. Office location: Albany County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to RIVERSIDE FILINGS LLC 3839 Flatlands Ave. Ste. 208, Brooklyn, NY 11234. Purpose: Any lawful activity.

69-27 76TH STREET REALTY LLC. Arts. of Org. filed with the SSNY on 08/04/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 69-81 75th Street, Middle Village, NY 11379. Purpose: Any lawful purpose.

Notice of Form. of NORTH MOORE HOLDING LLC. Arts. of Org. filed with SSNY on 11/22/2021. Office location: Albany County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to 90 STATE STREET, SUITE 700 BOX 10, ALBANY, NY, 12207. Any lawful purpose.

Notice of Form. of QORI NYC LLC. Arts. of Org. filed with SSNY on 07/06/2022. Office location: Albany County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to 5500 MAIN STREET, STE 345, WILLIAMSVILLE, NY, UNITED STATES, 14221. Any lawful purpose.

Notice of Form. of THE WHALE TEA BAKERY LLC. Arts. of Org. filed with SSNY on 06/27/2022. Office location: Albany County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to 771 MONTAUK HWY, BAYPORT, NY, 11705. Any lawful purpose.

Oakwood NLV Group LLC. Arts. of Org. filed with Sec. of State of NY (SSNY) 10/12/2021. City: Albany. SSNY desig. as agent upon whom process against it may be served & shall mail process to Registered Agent Solutions, Inc., 99 Washington Ave., Ste. 1008, Albany, NY 12260. General Purpose

OLAA LLC. Arts. of Org. filed with the SSNY on 07/01/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Maria J. Codas, 67 Van Dam Street, Brooklyn, NY 11222. Purpose: Any lawful purpose.

Notice of Formation of 1326 Associates, LLC. Arts. of Org. filed with New York Secy of State (SSNY) on 7/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 68-01 Main St, Flushing, NY 11367. Purpose: any lawful activity.

Notice of Formation of 88 Schermerhorn Holdings LLC. Arts. of Org. filed with New York Secy of State (SSNY) on 04/29/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 76 Penn St, Brooklyn, NY 11211. Purpose: any lawful activity.

Notice of Formation of CUR EV2 Holdings LLC. Arts. of Org. filed with New York Secy of State (SSNY) on 6/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 99 Madison Ave, Ste 606, NY, NY 10016. Purpose: any lawful activity.

Notice of Formation of EV2 Holdings LLC. Arts. of Org. filed with New York Secy of State (SSNY) on 6/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 99 Madison Ave, Ste 606, NY, NY 10016. Purpose: any lawful activity.

TIG FLEET LLC. Filed 4/3/2020. Office: Albany Co. SSNY designated as agent for process & shall mail to: 1481 47TH STREET BROOKLYN, NY 11219. Purpose: General.

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854 BUSHWICK OWNER LLC. Arts. of Org. filed with the SSNY on 03/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o SLK Advisory Group, Inc., 1981 Marcus Avenue, Suite 227, Lake Success, NY 11042. Purpose: Any lawful purpose.

89 DRIGGS OWNER LLC. Arts. of Org. filed with the SSNY on 01/12/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o SLK Advisory Group, Inc., 1981 Marcus Avenue, Suite 227, Lake Success, NY 11042. Purpose: Any lawful purpose.

BASH INVESTORS II LLC. Art. of Org. filed with SSNY 6-30-2022. Office Location: Albany County. SSNY designated as agent of the LLC for service of process. SSNY shall mail a copy of any process to c/o National Registered Agents, Inc. 28 Liberty St., NY, NY, 10005. Purpose: Any lawful act or activity.

BEINSON - BAY DEVELOPMENT LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 49 Barlow Drive North, Brooklyn, NY 11234. Purpose: Any lawful purpose.

CSS 252 7TH AVENUE 18E LLC. Arts. of Org. filed with the SSNY on 07/01/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 1399 Franklin Avenue, Suite 202, Garden City, NY 11530. Purpose: Any lawful purpose.

EAST SIDE STUDIOS LLC Arts. of Org. filed NY Sec. of State (SSNY) 7/5/22. Office in Albany Co. SSNY design. Agent of LLC upon whom process may be served. SSNY shall mail copy of process to C/O Jan Jan & Associates PLLC 40 Wall St 25th Fl Ste 2506 NY, NY 10005. Purpose: Any lawful activity.

METROPOLIS TRAVEL AND SERVICES LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 3218 53rd Place, Woodside, NY 11377. Purpose: Any lawful purpose.

Notice of Formation of 141-09 70th Ave LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/23/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 80-80 Dumfries Pl., Jamaica, NY 11432. Purpose: any lawful activity.

Notice of Formation of 2faktor LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/22/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 4214 12th Ave, Brooklyn, NY 11219. Purpose: any lawful activity.

Notice of Formation of 310 E 35 Street LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/21/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 38 W 31st St, Ste 3, NY, NY 10001. Purpose: any lawful activity.

Notice of Formation of 326 Associates, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 68-01 Main St, Flushing, NY 11367. Purpose: any lawful activity.

Notice of Formation of 88 Schermerhorn Holdings LLC. Arts of Org. filed with New York Secy of State (SSNY) on 04/29/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 76 Penn St, Brooklyn, NY 11211. Purpose: any lawful activity.

Notice of Formation of CUR EV2 Holdings LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 99 Madison Ave, Ste 606, NY, NY 10016. Purpose: any lawful activity.

Notice of Formation of EV2 Holdings LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 99 Madison Ave, Ste 606, NY, NY 10016. Purpose: any lawful activity.

TIG FLEET LLC. Filed 4/3/2020. Office: Albany Co. SSNY designated as agent for process & shall mail to: 1481 47TH STREET BROOKLYN, NY 11219. Purpose: General.

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BRITTANY COHEN LLC. Arts. of Org. filed with the SSNY on 06/27/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, ATTN: Brittany Cohen, 31 Homans Avenue, Westhampton Beach, NY 11978. Purpose: Any lawful purpose.

NOTICE OF FORMATION OF Emah And Associates LLC (LLC). Articles of Organization filed with Sec. of State of NY (SOS) on 07/06/2022. Office location: Albany County, the street address of the LLC's office has not yet been determined. SOS is designated as agent of LLC for service of process. SOS shall mail copy of process to 1280 Lexington Ave STE 2, #1200, New York, NY 10028. Purpose: Any lawful act or activity.

Notice of Formation of DICTATORSHIP OF THE PROLETARIAT, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 512 Halsey St, Brooklyn, NY 11233. Purpose: any lawful activity.

Notice of formation of ZNS NY LLC. Art. of Org. filed with the Sec of State of NY (SSNY) on 7/20/2022. Office location, County of Albany. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process served to: c/o Md Z. Haque - 17317 89th Ave. LH, Jamaica, NY 11432. Purpose: any lawful act.

Notice of formation of AFO 5819 LLC Articles of organization filed with the SSNY on 7/27/22. Office located in Albany county. SSNY has been designated for service of process. SSNY shall mail copy of any process served against the LLC to: The LLC 5819 11th Ave Brooklyn NY 11219 Purpose: any lawful

Notice of formation of 253 Clarkson LLC. Articles of organization filed with the SSNY on 7/27/22. Office located in Albany County. SSNY has been designated for service of process. SSNY shall mail copy of any process served against the LLC to: c/o Singer&Falk 4 S. Service Rd, #404 Melville, NY 11747. Purpose: any lawful

NOTICE OF FORMATION OF 57 Clarion Acres LLC (LLC). Articles of Organization filed with Sec. of State of NY (SOS) on 07/21/2022. Office location: Albany County, the street address of the LLC's office has not yet been determined. SOS is designated as agent of LLC for service of process. SOS shall mail copy of process to 34 Goldfarb Rd, Harris, NY 12742. Purpose: Any lawful act or activity.

Notice of Formation of CAMPBELL GEOLOGICAL SERVICES PLLC. Arts. of Org. filed with SSNY on 07/29/2022. Office location: Albany County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to 1967 WEHRLER DRIVE, SUITE 1086, BUFFALO, NY, 14221. Any lawful purpose.

RAPID LEAD TESTING LLC. Arts. of Org. filed with the SSNY on 07/08/22. Latest date to dissolve: 12/31/2121. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 99-72 66th Road, Unit LF, Rego Park, NY 11374. Purpose: Any lawful purpose.

Shal Re Holdings LLC. Arts of Org. filed with Sec. of State of NY (SSNY) 5/9/2018. City: Albany. SSNY desig. as agent upon whom process against it may be served & shall mail process to Northwest Registered Agent LLC, 90 State St., Ste. 700, office 40, Albany, NY 12207. General Purpose

SPITIKO LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 99-72 66th Road, Unit LF, Rego Park, NY 11374. Purpose: Any lawful purpose.

SPITIKO LLC. Arts. of Org. filed with the SSNY on 08/08/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 99-72 66th Road, Unit LF, Rego Park, NY 11374. Purpose: Any lawful purpose.

STUDIO RAWLS, LLC. Arts. of Org. filed with the SSNY on 07/06/2022. Office loc: Albany County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 348 Marcus Garvey Blvd, Apt 4, Brooklyn, NY 11211. Purpose: Any Lawful Purpose.

Virgin Miri LLC. Arts of Org. filed with Sec. of State of NY (SSNY) 7/26/2022. City: Albany. SSNY desig. as agent upon whom process against it may be served & shall mail process to Corporation Service Company, 80 State St., Albany, NY 12207-2543. General Purpose

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GRETCHEN SOFOCLEOUS PhD LCSW, PLLC. Arts. of Org. filed with the SSNY on 07/28/22. Office: Albany County. SSNY designated as agent of the PLLC upon whom process against it may be served. SSNY shall mail copy of process to the PLLC, 301 East 79th Street, New York, NY 10075. Purpose: For the practice of the profession of Licensed Clinical Social Work.

Notice of Formation of 1700 N Richmond Rd LLC. Arts of Org. filed with New York Secy of State (SSNY) on 2/16/22. Office location: Albany County, SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of 2001 Carbaugh LLC. Arts of Org. filed with New York Secy of State (SSNY) on 5/17/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of GSSP Holdco VII, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of 222-25 Jamaica Ave LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/20/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of 2355 Austin Hwy LLC. Arts of Org. filed with New York Secy of State (SSNY) on 4/11/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of 28 Wood Ibis LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/10/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Alliance for Global Peace, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of America Together Coalition, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of American Citizen Initiative, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of 600-610 Broadway LLC. Arts of Org. filed with New York Secy of State (SSNY) on 3/11/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Aurora Lake Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of 659 Baltic St LLC. Arts of Org. filed with New York Secy of State (SSNY) on 2/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Climate Initiative Network, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of SAL CAL EXPRESS, LLC. Arts. of Org. filed with the SSNY on 07/11/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Sarel Calzado, 1057 Anderson Avenue, Apartment C, Bronx, NY 10452. Purpose: Any lawful purpose.

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Notice of Formation of 72-74 Harris Lane LLC. Arts of Org. filed with New York Secy of State (SSNY) on 3/21/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Elk Grove CA LLC. Arts of Org. filed with New York Secy of State (SSNY) on 5/27/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of GSSP Holdco VII, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Hunts Point BX LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of TS 2022 LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/14/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of TS 2022 LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/14/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Alliance for Global Peace, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of America Together Coalition, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of American Citizen Initiative, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of 600-610 Broadway LLC. Arts of Org. filed with New York Secy of State (SSNY) on 3/11/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Aurora Lake Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of 659 Baltic St LLC. Arts of Org. filed with New York Secy of State (SSNY) on 2/24/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Climate Initiative Network, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of SAL CAL EXPRESS, LLC. Arts. of Org. filed with the SSNY on 07/11/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Sarel Calzado, 1057 Anderson Avenue, Apartment C, Bronx, NY 10452. Purpose: Any lawful purpose.

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Notice of Formation of Coalition for Earth Justice, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Elk Grove CA LLC. Arts of Org. filed with New York Secy of State (SSNY) on 5/27/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of GSSP Holdco VII, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Hunts Point BX LLC. Arts of Org. filed with New York Secy of State (SSNY) on 6/12/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of TS 2022 LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/14/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of TS 2022 LLC. Arts of Org. filed with New York Secy of State (SSNY) on 7/14/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Alliance for Global Peace, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of America Together Coalition, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of American Citizen Initiative, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of 600-610 Broadway LLC. Arts of Org. filed with New York Secy of State (SSNY) on 3/11/22. Office location: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is Vcorp Agent Services, Inc., 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. Purpose: any lawful activity.

Notice of Formation of Aurora Lake Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 25 Robert Pitt Dr., Ste 204, Monsey, NY 10952. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

LEGALS

Notice of Formation of Earth Right Now! LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Family First Initiative, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Fight the Left Coalition, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Forum for America, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Friends of the Planet, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Hempstead Bay Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Hempstead Court Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Humankind for Justice, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Leadership Council for Change, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Magnolia Lake Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

RAPID LEAD TESTING LLC. Arts. of Org. filed with the SSNY on 07/08/22. Latest date to dissolve: 12/31/2121. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 99-72 66th Road, Unit LF, Rego Park, NY 11374. Purpose: Any lawful purpose.

LEGALS

Notice of Formation of Movement for Social Change, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of National Liberty Front, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Network for Family First, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Network for Indigenous Action, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Poplar Pond Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Project Social Justice, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Protect Our Borders Fund, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Protect Our Families Initiative, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Protect the Second Amendment, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Sapphire Lake Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

SAL CAL EXPRESS, LLC. Arts. of Org. filed with the SSNY on 07/11/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Saniel Calzado, 1057 Anderson Avenue, Apartment C, Bronx, NY 10452. Purpose: Any lawful purpose.

LEGALS

Notice of formation of CORPORATE ART PLANNING LLC. Articles of Organization filed with New York State Dept. of State on 04/29/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE ST STE 700 # 40 ALBANY, NY 12207. Company is organized for Any lawful purpose..

Notice of Formation of The 1776 Caucus, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of The Center for Freedom, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of The Network for American Greatness, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of The Policy Council Network, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of Formation of Westland Bay Productions, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of formation of Kathy's LLC. Articles of Organization filed with New York State Dept. of State on 06/06/2019. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Kathy 21 Grapevine PL, Latham 12110. Company is organized for General.

The following vehicle will be sold for parts only at Copart Inc 1916 Central Ave Albany NY 12205 on 9/5/22. 2016 Hyundai: KMHGN4JEXGU107914 Owner: Edward J Fennessy Jr Tu21 4216797

Albany

The following vehicles will be sold on Tuesday September 13th, 2022 at 9:30 am at Insurance Auto Auctions 1210 Kings Road Schenectady, NY 12303. New York State Garageman's Lien law.

2T1BU4EE8CC885633 2012 Toyota Corolla RE: J. Yule 7/29/2021

NOTICE OF SALE IN FORECLOSURE SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF ALBANY WELLS FARGO BANK N.A., Plaintiff v. DEBRA M. COX, ANDREA E. CELLI AS CHAPTER 13 TRUSTEE IN BANKRUPTCY OF DEBRA M. COX A/K/A DEBAR MELE COX A/K/A DEBRA M. MELE, ET AL. Defendant. PLEASE TAKE NOTICE THAT In pursuance of a Judgment of Foreclosure and Sale entered in the office of the County Clerk of Albany County on July 16, 2019, I, John T. McGuire, Esq, the Referee named in said Judgment, will sell in one parcel at public auction on September 13, 2022 at the Rotunda area on the basement level of the Albany County Courthouse, 16 Eagle Street, Albany, NY at 1:00 PM, County of Albany, State of New York, the premises described as follows: 18 Barker Street (to Colony) Albany, NY 12205 SBL No.: 29.15-2-64 ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Colonie, County of Albany, State of New York. The premises are sold subject to the provisions of the filed judgment, Index No. 906260-17 in the amount of \$201,322.65 plus interest and costs. The aforementioned auction will be conducted in accordance with the Court System's COVID-19 mitigation protocols and as such all persons must comply with social distancing, wearing masks and screening practices in effect at the time of this foreclosure sale. Stuart Frame Woods Oviatt Gilman LLP Plaintiffs Attorney 500 Bausch & Lomb Place Rochester, NY 14604 Tel.: 855-227-5072 72886

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, Sept. 20, 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, Sept. 20, 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 separate requests for bids:

- PEPPM 2023 Apple Bid, and
• PEPPM 2023 Product Line Bid.

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

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

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

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

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

LEGALS

JBR SKY LLC. Arts. of Org. filed with SSNY on 07/15/2022. Off. Loc.: Albany Co. SSNY designated as agent for process & shall mail to: 187 RUTLEDGE STREET, BROOKLYN, NY 11211. Purpose: General.

Notice of formation of Siima Draws LLC. Articles of Organization filed with New York State Dept. of State on 06/13/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE ST STE 700 # 40 ALBANY, NY 12207. Company is organized for Any lawful purpose..

Notice of Formation of The 1776 Caucus, LLC. Arts. of Org. filed with NY Secy of State (SSNY) on 6/29/22. Office: Albany County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty Street, New York, New York 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty Street, New York, New York 10005. Purpose: any lawful activity.

Notice of formation of TridentFox LLC. Articles of Organization filed with New York State Dept. of State on 06/24/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE STREET, SUITE 700, OFFICE 40 ALBANY, NY, 12207. Company is organized for fix and flip.

Notice of formation of FUTURE WEALTH FOUNDATION LLC. Articles of Organization filed with New York State Dept. of State on 07/04/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE STREET, SUITE 700, OFFICE 40 ALBANY, NY, 12207. Company is organized for business consulting.

Notice of formation of Picotodio LLC. Articles of Organization filed with New York State Dept. of State on 05/13/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 90 STATE ST STE 700 # 40 ALBANY, NY 12207. Company is organized for providing design services and products .

Notice of formation of CALDRONE LLC. Articles of Organization filed with New York State Dept. of State on 12/12/2018. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 108 FAIRVIEW AVE ALBANY, NY 12208. Company is organized for AERIAL SERVICES.

Notice of formation of 130-50 128ST LLC. Articles of Organization filed with New York State Dept. of State on 07/05/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Narindere Singh and Jagjit Singh, 120-43 145TH ST, Jamaica, NY, 11436. Company is organized for real estate .

LEGALS

MALCOM NY LLC. Filed 8/2/2022. Office: Albany Co. SSNY designated as agent for process & shall mail to: 187 RUTLEDGE STREET, BROOKLYN, NY 11211. Purpose: General.

Notice of formation of S&H 178 Holland LLC. Articles of Organization filed with New York State Dept. of State on 02/28/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at S&H 178 Holland LLC, 75 Huntington Street, Brooklyn, NY, 11231, USA. Company is organized for any lawful purpose.

Notice of formation of S&H 195 DAVIDSON LLC. Articles of Organization filed with New York State Dept. of State on 03/01/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at S&H 195 Davidson LLC, 75 Huntington Street, Brooklyn NY 11231, USA. Company is organized for any lawful purpose.

Notice of formation of Y&S Group NY LLC. Articles of Organization filed with New York State Dept. of State on 03/08/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Y&S Group NY LLC, 4217 16th Ave, Suite B1, Brooklyn NY 11204, USA. Company is organized for any lawful purpose.

Notice of formation of Veracity Premier LLC. Articles of Organization filed with New York State Dept. of State on 06/26/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Veracity Premier LLC 8 Bel-Aire Drive, Latham, NY 12110. Company is organized for business consulting.

Notice of formation of THREE BERRIES, LLC. Articles of Organization filed with New York State Dept. of State on 08/09/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Narindere Singh and Jagjit Singh, 120-43 145TH ST, Jamaica, NY, 11436. Company is organized for real estate .

Notice of formation of 130-50 128ST LLC. Articles of Organization filed with New York State Dept. of State on 07/05/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Narindere Singh and Jagjit Singh, 120-43 145TH ST, Jamaica, NY, 11436. Company is organized for real estate .

LEGALS

Notice of formation of National Consumer Resolutions, LLC. Articles of Organization filed with New York State Dept. of State on 05/10/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 6375 Pecos Rd. Suite 106/107, Las Vegas, NV 89120. Company is organized for Debt Collection Agency.

Notice of formation of FRANCESCA MARIA LLC. Articles of Organization filed with New York State Dept. of State on 07/07/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Registered Agents Inc. 418 Broadway, STE R, Albany, NY 12207. Company is organized for Any lawful act or activity.

Notice of formation of Cobweb Crew LLC. Articles of Organization filed with New York State Dept. of State on 07/08/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 516 Washington Ave Rensselaer, NY 12144. Company is organized for any lawful purpose.

Notice of formation of Vannelli Consulting LLC. Articles of Organization filed with New York State Dept. of State on 07/13/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Ampton Creative World LLC 24 Twin Lakes Drive Airmont NY 10952. Company is organized for Marketing.

NOTICE OF FORMATION OF 181 Kinnerbrook LLC (LLC). Articles of Organization filed with Sec. of State of NY (SOS) on 08/11/2022. Office location: Albany County, the street address of the LLC's office has not yet been determined. SOS is designated as agent of LLC for service of process. SOS shall mail copy of process to: 199 Lee Ave, Suite 766, Brooklyn, NY, 11211. Purpose: Any lawful act or activity.

NOTICE OF FORMATION OF DH Sales LLC (LLC). Articles of Organization filed with Sec. of State of NY (SOS) on 05/23/2022. Office location: Albany County, the street address of the LLC's office has not yet been determined. SOS is designated as agent of LLC for service of process. SOS shall mail copy of process to 24 Jill Lane, Unit 101, Monsey, NY, 10952. Purpose: Any lawful act or activity.

NOTICE OF EMINENT DOMAIN PROCEDURE LAW (EDPL) DETERMINATION AND FINDINGS OF PUBLIC HEARINGS HELD MAY 31, 2022 AND JUNE 1, 2022 NEW YORK STATE DEPARTMENT OF TRANSPORTATION PROJECT IDENTIFICATION NO. 1935.49 LIVINGSTON AVENUE BRIDGE REPLACEMENT PROJECT CITY OF ALBANY, ALBANY COUNTY AND CITY OF RENSELLAER, RENNELAER COUNTY

In accordance with the Eminent Domain Procedure Law (EDPL), the following is a synopsis of the determination and findings that have been made regarding the proposed Livingston Avenue Bridge Replacement Project, which will replace the existing Livingston Avenue Bridge, a moveable rail bridge on the Empire Corridor rail line that spans the Hudson River between the cities of Albany and Rensselaer.

These determination and findings have been made in consideration of statements submitted by the public both during and after the public hearings held for this project. This project will proceed toward construction beginning at the end of 2023. Acquisition of the right-of-way required is scheduled to begin in fall 2022.

The project involves replacement of the existing rail bridge with a new moveable span rail bridge on an adjacent alignment approximately 50 feet south of the existing alignment, as well as realigning the wye (approach) tracks on the east side of the Hudson River in Rensselaer and reconfiguring the approach tracks on the west side of the Hudson River in Albany. The new bridge will include a shared use path for pedestrians and bicyclists running along the south side of the bridge, adjacent to the rail tracks. The proposed alternative was selected for its ability to meet the project objectives, and as the alternative that is most cost-effective and with the smallest environmental effects in comparison to the other potential alignment evaluated.

The purpose of the project is to improve reliability and reduce passenger and freight train delays along this segment of the Empire Corridor; achieve (at a minimum) a long-term state-of-good-repair for the bridge; eliminate existing bridge and track deficiencies; and maintain or improve navigation near the bridge. This will ensure that the Livingston Avenue Bridge meets modern passenger and freight rail capacity and load (weight) standards, maintains acceptable levels of safety, and supports the long-term utility and vitality of the Empire Corridor. The project is essential to implementing future rail plans and improving state-wide rail transportation. The project will also provide recreational and transportation benefits for pedestrians and bicyclists by creating new access across the Hudson River, consistent with long-term plans to better connect the east and west shoreline communities along the Hudson River.

NYSDOT has determined that this project does not qualify to be a State Environmental Quality Review Act (SEQRA) Type II action in accordance with 17 NYCRR Part 15.14. An Environmental Assessment (EA) was prepared in accordance with 17 NYCRR 15.6(b). This project was also progressed as an Environmental Assessment in accordance with the Federal Railroad Administration's (FRA) National Environmental Policy Act (NEPA) regulations in 23 Code of Federal Regulations (CFR) Part 771. Based on the Environmental Assessments conducted, the proposed project is not anticipated to have any significant effects on the surrounding area or the environment and therefore a NEPA Finding of No Significant Impact (FONSI) under 23 CFR 771.121 and SEQRA Determination of No Significant Effect (DONSE) under 17 NYCRR 15.10(a) are anticipated.

Construction is anticipated to begin in 2023 and last approximately three years. Construction activities will occur on both sides of the Hudson River as well as in the river, and will be staged so as to minimize disruptions to rail traffic on the bridge and boat traffic in the river. Access to homes and businesses will be maintained during construction.

Copies of this determination and findings will be forwarded upon written request without cost. In addition, all documents related to the May 31, 2022 and June 1, 2022 public hearings are available for review at the project website: https://www.dot.ny.gov/livingstonavebridge.

Further information on this project is available upon request during normal working hours. Direct inquiries and written requests for copies of the determination and findings may be made to:

Mark Jakubiak, Project Manager
Rail Projects Group
New York State Department of Transportation
50 Wolf Road, Pod 2-4
Albany, NY 12233
Tel.: (518) 485-9331
Mark.jakubiak@dot.ny.gov

LEGALS

Notice of formation of Pie Charts Anonymous LLC. Articles of Organization filed with New York State Dept. of State on 05/23/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at ZenBusiness Inc 41 State St Suite 112 Albany, NY 12207. Company is organized for Any Lawful Purpose.

Notice of formation of The Brookwood Agency LLC. Articles of Organization filed with New York State Dept. of State on 07/19/2022. The County within this state in which the office of the limited liability company is located in is Rensselaer. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Ampton Creative World LLC 24 Twin Lakes Drive Airmont NY 10952. Company is organized for Marketing.

Notice of formation of Auxano Psychiatric NP Services, PLLC. Articles of Organization filed with New York State Dept. of State on 07/19/2022. The County within this state in which the office of the limited liability company is located in is Rensselaer. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 516 Washington Ave Rensselaer, NY 12144. Company is organized for any lawful purpose.

Notice of formation of AMPTON CREATIVE WORLD LLC. Articles of Organization filed with New York State Dept. of State on 08/11/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at DWAYNE BYRAMS 40 Woodlake RD Apt 6 Albany NY 12203. Company is organized for portly rental business.

Notice of formation of GAL FAN V, LLC. Articles of Organization filed with New York State Dept. of State on 7/1/2022. The County within this state in which the office of the limited liability company is located in is Schenectady. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 220 Harbor-side Drive, Suite 300, Schenectady, NY 12305. Company is organized for Any lawful activity .

SHIMURA HOLDINGS LLC. Arts. of Org. filed with the SSNY on 07/12/22, with an existence date of 07/22/22. Office: Albany County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 228 East 45th Street, #1800, New York, NY 10017. Purpose: Any lawful purpose.

LEGALS

Notice of formation of Earth Sight Tarot, LLC. Articles of Organization filed with New York State Dept. of State on 04/13/2022. The County within this state in which the office of the limited liability company is located in is Saratoga. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Heather Bosche 636 Sandhill Rd. Greenfield Center, NY 12833. Company is organized for Any lawful purpose.

Notice of formation of Spindles United LLC. Articles of Organization filed with New York State Dept. of State on 07/20/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at 8 Arlington Rd, Cohoes, NY 12047. Company is organized for This LLC is a soccer club based in Cohoes, NY that promotes the sport for adults and youth.

Notice of formation of Clifton Park SK LLC. Articles of Organization filed with New York State Dept. of State on 4/15/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company at Sam Glassman 7096 Hawthorn Drive Hamilton, OH 45011. Company is organized for Any lawful purpose.

Notice of formation of STRAINERS LLC. Articles of Organization filed with New York State Dept. of State on 08/10/2022. The County within this state in which the office of the limited liability company is located in is Albany. The Secretary of State is designated as agent upon whom process against it may be served. The address to which the Secretary of State shall mail process is to the limited liability company



National Highway Traffic Safety Administration NHTSA BOC

8/26/2022

To Whom It May Concern:

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

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

8/9/2022, 8/16/2022, 8/23/2022

[Handwritten signature of Anthony Pacini]

Anthony Pacini

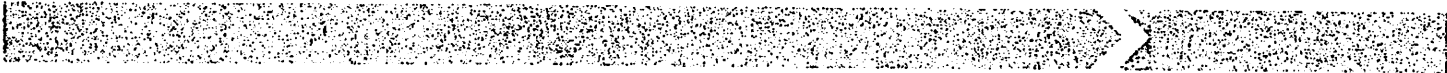
On this 26th day of August 2022, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

[Handwritten signature of Camika C. Winter]

Notary

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. KH 293170

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556



Felix off, running on off-track pursuits

Josh Peter
USA TODAY

LOS ANGELES — In what was billed as the last race of her professional career, Allyson Felix lost.

But she was beaming again even before she regained her breath. The race, held Sunday on a 100-meter track in downtown LA, culminated The Allyson Felix Race For Change, an event presented by sportswear company Athleta and aimed at raising awareness for the importance of child care and equity for women.

Felix, grabbing a microphone moments after finishing second in her final race, referred to Athleta when she said, "You guys asked me how I wanted to go out, and I said in my dream world running in the streets of LA with all of my people."

Spectators cheered as Felix, who was born and raised in the LA area, continued. "It's been a joy this entire day just hanging out with everyone."

But not all joy. Ashley Henderson said she felt a tinge of guilt after beating Felix in the 100, which capped the daylong activities that drew a crowd that included Felix's parents, older brother, husband and daughter. Hundreds of people came largely to see Felix, the most decorated American track and field athlete in Olympic history.

But it was Henderson, a sprinter from St. Louis, who won the last race in 11.66 seconds. Felix finished in 11.66 and Chloe Abbott, a sprinter from Michigan, finished third in 12.34. The heat featured only those three sprinters on the five-lane street track.

"I know this is her event and all about her and it still is despite who came to the line first or not," Henderson said.

Earlier in the day, Felix had helped her 3-year-old daughter, Camryn, into the starting blocks for the first time. Later, with Camryn wearing sparkly gold shoes, mother and daughter ran down the track together. About halfway and at one point Allyson Felix grabbing her daughter's right hand and guiding her across the finish line.

No one seemed concerned that Camryn finished last on a day that offered a glimpse into the next phase of Allyson Felix's life, as other mothers and daughters ran on the same track at



Allyson Felix and her 3-year-old daughter, Camryn, on Sunday.
JOSH PETER/USA TODAY SPORTS

the free public event.

About three weeks ago, Felix ran the last race of her competitive career — winning a bronze medal in the mixed-gender 4x400-meter relay at the world championships. Now she was running with a different purpose and focus.

After Camryn crossed the finish line, Allyson Felix guided her into a VIP tent, got her water and snacks and plopped down next to her on a comfy couch.

"Just being a mother has really just put me down a different path and one I didn't expect, I guess," Felix, 36, later told USA TODAY Sports. "It's just being more thoughtful and definitely shifted things from always being laser focused on a specific goal all the time to thinking about the way I want Camryn to grow up,

and I think that inspires me to do different things and make different choices."

The biggest recent choice: retirement from track.

"I think it probably hasn't even hit yet, what it's actually going to be," she said. "This year has been really emotional, and it's been hard coming to the realization that it's time for me to walk away. But because I have been doing this for the last 20 years, there is a loss of this thing that I absolutely love to do and that I'm so passionate about."

"I've talked to other athletes who've gone down that path, and I think it's just going to be something I'm going to have to figure out, even though I have my next great challenges and I have all the things lined up, that I'm going to be doing. But I

think it's more of an emotional thing, like a loss."

Might it be time to start raising her own track star in Camryn? After all, Kenny Ferguson, Camryn's father and Allyson's husband, is a former sprinter who won three gold medals at the 2003 Pan American Junior Championships.

"I'm kind of pushing her in different directions," Felix said. "Yeah, it maybe selfishly, but I've been to so many track meets. I would love to see her maybe play tennis or golf or maybe do something different. But obviously whatever she wants to do, I will be supportive."

Felix also is thinking of her own future, and it will involve more than parenting. She said a primary focus will be her footwear company, Sayah. She also noted she recently joined the International Olympic Committee Athletes' Commission and said, "So I'm excited to hopefully have some impact there, just continue to try to do some of that."

It's unlikely you'll see her coaching anytime soon after years of working with coach Bobby Kersee.

"I blame Bobby that I'm not the next Bobby," Felix said with a smile. "I'm like, 'The pain that you have inflicted on my life.' I think what he's really left me with, him and Jackie (Joyner Kersee), is like the role of mentorship, and what that looks like."

"I don't have that coaching bug right now. But I want to help the next generation. I want to share my experience and help them along the way. In that way I do want to be active."

She already is giving back by providing child care — which she understood was essential after giving birth to her daughter in 2018 and eight months later traveling as she prepared for the Tokyo Olympics in 2021.

Before the Tokyo Olympics, Felix and Athleta committed \$200,000 to help fund child care costs for mothers who are also athletes while they are traveling to competitions. In June, she provided free child care to fellow athletes at the USA Track & Field Outdoor Championship in Eugene, Oregon.

"The dream is for that to be the norm at all events," she said. "And obviously that's going to take a lot of work to get that in place, but that's where I want to see that going, and just finding ways to be thoughtful and supporting women in general."

NCAA shows it's spineless with ban silence



Nancy Armour
Columnist
USA TODAY

The NCAA is as cowardly as it is inept.

Asked Sunday for its reaction to the near total abortion ban passed this weekend in Indiana, where the NCAA is based, spokeswoman Michelle Hostick said, "We are declining comment."

That's right. An organization that last year had more than 240 women at its headquarters, comprising more than half of its staff, is choosing to stay silent as their rights are ripped away from them.

An organization whose sole purpose is to support and facilitate participation for college athletes, nearly half of whom are female, is OK with those women being deemed less than full citizens.

An organization that already struggles to do right by women is standing by as their health and well-being are put at risk.

An organization that is supposed to support women and help them achieve success, in college athletics and be-

eyond, is giving its de facto approval as their futures are restricted by extremist Indiana legislators who see them as nothing more than incubators.

Spineless as this is, it's also short-sighted by the NCAA.

As the voters of Kansas reminded lawmakers who have rushed to strip women of their rights in the wake of Roe v. Wade being overturned, the majority of Americans support abortion access. They believe complex medical and personal decisions should be left to a woman and her doctor.

As right-wing legislators get further and further out of step with the American public, there will be a price to pay.

"We are concerned that this law will hinder Lilly's — and Indiana's — ability to attract diverse scientific, engineering and business talent from around the world," pharmaceutical company Eli Lilly, one of Indiana's largest employers, said in a statement after the abortion ban passed.

It won't be any different for the NCAA. Imagine trying to sell a young woman on working for the NCAA at its headquarters in Indianapolis. Or a man with teenage daughters. Or anyone who believes women, not state legislators,

know what is best for them and their bodies.

Imagine trying to convince a sponsor that has publicly stated its support for abortion rights, or one whose target audience is women, to partner with the NCAA.

That the NCAA should be hostile to women shouldn't come as a surprise. The new chair of its board of governors is Linda Livingstone, president of Baylor, a conservative Baptist school. The presidents of Georgia, Georgetown and Minot State University are also on the board.

Even before the new board members assumed their duties last week, the NCAA had made it clear it had lost any spine it once had.

When Indiana passed legislation in March 2021 that allowed businesses to discriminate against gays and lesbians, the NCAA joined other Indiana business leaders in condemnation of it. NCAA President Mark Emmert even suggested it could affect Indianapolis' ability to host lucrative events like the men's and women's basketball tournaments.

When North Carolina passed its so-called "bathroom bill" targeting transgender people, the NCAA responded by saying it would no longer hold champi-

onships — including the men's and women's basketball tournaments — there.

But as Texas and other states have passed laws that are increasingly hostile to women, the NCAA has barely said a peep.

Texas passed a bounty law last year that effectively curtailed abortion access in that state, yet the state will host both the men's and women's Final Fours next year. And the men's Final Four again in 2025.

Mississippi, whose law banning abortions after 15 weeks led to the overturning of Roe in June, hosted a softball super regional the month before the Supreme Court issued its decision.

Aside from being the right thing to do, opposing Indiana's abortion ban also would have been the easy thing to do. Lilly, the Indianapolis Chamber of Commerce and other business leaders had already issued strong statements criticizing it. All the NCAA had to do was join the chorus.

Instead, it is conspicuous by its silence.

In saying nothing about Indiana's abortion ban, the NCAA tells everything about itself. And none of it should make anyone who works there proud.

MARKETPLACE TODAY

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<p>Sourceswell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Consolidated Energy Wisconsin to install in a contracting solution for use by its Participating Entities.</p> <p>Sourceswell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.</p> <p>A full copy of the Request for Proposals can be found on the Sourceswell Procurement Portal https://sourceswell.com/procurement.</p> <p>Only proposals submitted through the Sourceswell Procurement Portal will be considered.</p> <p>Proposals are due no later than September 27, 2022, at 4:00pm Central Time, and late proposals will not be considered.</p> <p>To advertise in USA TODAY, email sales@usadaily.com</p>	<p>Special bids for bid-eligible equipment, software, services, supplies, and facilities open to local identified agencies and other organizations. Presentations and customer education will be the PROCTOR'S Forensic Program that is available by the Central Emergency Response Unit (CERU) and L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13, L-14, L-15, L-16, L-17, L-18, L-19, L-20, L-21, L-22, L-23, L-24, L-25, L-26, L-27, L-28, L-29, L-30, L-31, L-32, L-33, L-34, L-35, L-36, L-37, L-38, L-39, L-40, L-41, L-42, L-43, L-44, L-45, L-46, L-47, L-48, L-49, L-50, L-51, L-52, L-53, L-54, L-55, L-56, L-57, L-58, L-59, L-60, L-61, L-62, L-63, L-64, L-65, L-66, L-67, L-68, L-69, L-70, L-71, L-72, L-73, L-74, L-75, L-76, L-77, L-78, L-79, L-80, L-81, L-82, L-83, L-84, L-85, L-86, L-87, L-88, L-89, L-90, L-91, L-92, L-93, L-94, L-95, L-96, L-97, L-98, L-99, L-100.</p> <p>For more information visit www.proctors.com or call 1.800.397.0070.</p> <p>Holdings of certain products purchased under the contract may be subject to applicable licensing regulations and the licensee may be required to obtain appropriate licenses for use.</p> <p>For more information visit www.proctors.com or call 1.800.397.0070.</p>	<p>The Most Important Decision You Will Ever Make In Life</p> <p>Call Now For A Recorded Message (800) 674-1176</p> <p>GET NOTICED! (800) 397-0070 www.russelljohns.com</p>	<p>Golden State's Hidden Camp Loop Moments "A Hidden Place in Montana"</p> <p>Think Montana</p> <p>Hidden Camp Loop's beautiful weekend escape is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles south of Yellowstone, it's a serene getaway between the Grand Teton and Yellowstone National Parks. Enjoy the great views, and enjoy a unique weekend escape. The location offers a great view of the Grand Teton, Yellowstone, and Snake River. Hidden Camp Loop is a great place to enjoy the beauty of Montana. Book your stay today. Call 406-459-5190. www.hiddencamploop.com</p>



CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2023 Product Line Bid – Pennsylvania

Electronic Bid # 533902

Bid Due Date: Tuesday, September 20, 2022, 3:00 p.m. Eastern Time

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

I Introduction and Overview

I.1 Bid Title

PEPPM 2023 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 533902.

I.3 Organization of Terms and Conditions

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

I.4 Bid Scope

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

I.5 Bidding Agency

Central Susquehanna Intermediate Unit (CSIU), #16
90 Lawton Lane
Milton, Pennsylvania 17847
Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 The Cooperative

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

I.7 Bid Due Date

All bids must be received electronically by 3:00 p.m. Eastern Time, Tuesday, September 20, 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 3:00 p.m. Eastern Time, Tuesday, September 20, 2022 (the “Bid Opening Date”), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847; however, in the event of an emergency, or, in the Agency’s discretion, in the interest of public health and safety, and as permitted by applicable law, the Agency may instead broadcast the opening of bids via teleconference or video conference.

I.9 Prebid Meetings

A prebid meeting will be held for this RFB on Wednesday, August 10, 2022, at 10:30 a.m. Eastern Time by way of a Zoom online conference. Register at www.PEPPM.org/bids to get login credentials.

I.10 Other Important Dates

- Requests for Equivalent Due Date August 12, 2022
- Response for Equivalent Amendment August 22, 2022
- Consideration of Exceptions Due Date August 12, 2022
- Response to Exceptions Amendment August 22, 2022
- Submission of Questions Due Date September 13, 2022
- Tentative Board Award Date October 19, 2022

- Tentative Agency Contract Signing October 20, 2022
- Contract Start Date January 1, 2023

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

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

I.12 Contract Term

The initial term of the awarded Contracts shall begin on January 1, 2023, and continue until December 31, 2025, unless terminated, canceled, or extended.

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

II.1 Captions

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

II.2 Capitalized Terms

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

II.3 Use of Pronouns

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

II.4 Provisions Required by Law

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

II.5 Christian Doctrine

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

II.6 Non-Exclusive Contract

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

II.7 Definition of "Agency"

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

II.8 Definition of “Agreement”

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

II.9 Definition of “Authorized Reseller”

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor. By way of clarification, an Authorized Reseller as used in this RFB is intended to mean such entity, as described above, who is named in writing as an Authorized Reseller by the Awarded Vendor for purposes of assisting such Awarded Vendor with sales under the contact between the Agency and the Awarded Vendor, and is not intended to mean an Awarded Vendor’s authorized reseller that was awarded the product line and accepts orders for itself as an Awarded Vendor resulting from bidding this RFB.

II.10 Definition of “Awarded Vendor”

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

II.11 Definition of “Bidder”

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

II.12 Definition of “Clarification”

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

II.13 Definitions of “Contract Documents,” “Contract,” and “Purchase Order”

Contract Documents Between Agency and Awarded Vendor. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet, the Bidder's pricing spreadsheet, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued before the Bid Opening Date, and all subsequent written amendments to the Agreement (e.g., adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the “Contract Documents” shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such Purchase Order in conflict with the Contract Documents), the Awarded Vendor’s performance, payment and maintenance

bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (if applicable), Cloud computing and storage services order form and service level agreement with the Cloud services provider (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the Purchase Order or PEPPM Mini-Bid Contract, and shall form the “Contract” between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the “Purchase Order.” “Purchase Order” may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor, and a mutually agreeable data protection agreement.

II.14 Definition of “Cooperative Procurement Code”

The term "Cooperative Procurement Code" shall have the meaning outlined in [Section III.2](#) of these Terms and Conditions.

II.15 Definition of “Effective Date”

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

II.16 Definition of “Eligible Entity”

“Eligible Entity” means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of “Eligible Entities” [starting here](#). Notwithstanding the foregoing, “Eligible Entity” means any “public procurement unit” or “external procurement activity” as those terms are defined in the Cooperative Procurement Code.

II.17 Definition of “eCommerce Consultant”

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant [may change](#) during the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “[LEA](#)” is defined [elsewhere](#) in the Terms and Conditions.

II.21 Definition of “Non-Responsive”

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of “PEPPM”

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

II.23 Definition of “Product” or “Products”

The terms “Product” and “Products,” means any items, goods, supplies, equipment, or ancillary services thereto.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.

II.25 Definition of “Responsive Bid”

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

II.26 Definition of “Punchout”

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

II.27 Definition of “Transaction Fee”

"Transaction Fee" is that fee paid, in USD, by an Awarded Vendor to the Agency on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM Contract. “Transaction Fee” is more fully defined [elsewhere](#) in the Terms and Conditions.

II.28 Definition of “Sales Reconciliation Report”

"Sales Reconciliation Report" is that report submitted twice yearly by Awarded Vendors and Awarded Resellers to the Agency on the official PEPPM template provided.

III Legal Authority and Eligible Buying Agencies [\[Return to Top\]](#)

III.1 Agency History

The Agency is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. The Agency is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§ 9-901-A et. seq. Its principal place of business is in the Borough of Milton, Northumberland County, Pennsylvania, and has a mailing address of 90 Lawton Lane, Milton, PA 17847. The Pennsylvania Legislature created intermediate units under Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to public school districts. There are 29 intermediate units, each serving an assigned number of local school districts. Intermediate units began operation on July 1, 1971.

Intermediate units are governed by boards of directors whose membership comes from representatives from their local school districts’ boards of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel,

management services, and state and federal agency liaison, and contracting for specialized services, and consolidating and letting combined bids for bulk purchases. However, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments, and individuals.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Agency.

The Agency primarily solicits bids for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with the Pennsylvania Department of Education and electronic Letters of Agency provided by each Eligible Entity before 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, and other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, tax-exempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies, services, and construction.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs"):

- Public school districts
- Area Vocational Technical Schools (AVTS units)
- Intermediate units
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools

- State-approved charter schools
- Community colleges
- Other organizations defined as “LEAs” under applicable law.

At a minimum, an Awarded Vendor must serve LEAs in Pennsylvania. At its option as designated on its State Selection Form, an Awarded Vendor may choose to serve LEAs in other states.

III.4 Other Eligible Organizations

“Eligible Organizations” means the following institutions and organizations whether residing inside or outside of the Commonwealth of Pennsylvania, *subject to the Awarded Vendor’s approval*:

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

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for Bids as, each an “Eligible Entity” and collectively the “Eligible Entities.” Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in Pennsylvania, the Agency intends to allow for “piggybacking” on Agency Contracts by Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania that wish to participate.

In addition to Pennsylvania LEAs, the Agency will make its Contracts available to other Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor will extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than Pennsylvania

Bidders must define their intention whether to sell to LEAs in states in addition to Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's

[bid submission instructions](#) and submission of a State Selection Form. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM Contract under the Cooperative Procurement Code
- It is bound by the Terms and Conditions of the PEPPM Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments because 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, bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any laws, whether local, state, federal or otherwise, applicable to it in its provision of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

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

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment

agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned, or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant in accordance with the process set forth [elsewhere](#) in these Terms and Conditions.

III.11 Agency's Interest in a Contract Resulting from This RFB

NOTWITHSTANDING ITS OWN CONSUMPTION, TO THE EXTENT AGENCY ISSUES THIS REQUEST FOR BIDS AND ANY RESULTING CONTRACTS FOR THE USE OF ELIGIBLE ENTITIES, AGENCY'S INTERESTS AND LIABILITY FOR SAID USE OF THE CONTRACTS BY ELIGIBLE ENTITIES SHALL BE LIMITED TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT AND SHALL NOT EXTEND TO THE PRODUCTS, ANCILLARY SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED FROM IT.

IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND RESULTING AGREEMENTS AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM OR ENTER INTO THE AGREEMENTS ABSENT SUCH LIMITATIONS.

III.12 New Laws; Change to Existing Laws

If a new law, rule, or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination for Products ordered and received, if any.

IV PEPPM Fees [\[Return to Top\]](#)

IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment in the amount of \$100 USD from each Bidder for each Product Line it bids to partially cover the cost of receiving and evaluating bids.

IV.2 PEPPM Bid Award Fee

Following the award of bids by the Agency's Board of Directors, the Agency will charge a successful Bidder who becomes an Awarded Vendor \$300 USD as a bid award fee for each Product Line category awarded.

IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds, with payment being made in United State Dollars. 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 the awarded Contracts. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Agency Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

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

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees within thirty (30) days of an order may result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

IV.5 Fees Related to CMAS Conversions

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Any

vendor using this Contract to obtain a separate CMAS contract must provide a quarterly report to PEPPM detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the PEPPM Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IV.6 Fees Related to Subscriptions, Ongoing Contracts, Services, and Maintenance

In many instances, an Eligible Entity issuing Purchase Order under a PEPPM Contract may consent to a related ongoing service, a maintenance plan, data storage, subscription, renewal, change order, voice plan, upgrade, or similar conveyance. In practice these purchases may be covered by a blanket Purchase Order and billed in installments. Sometimes they are covered by agreements that cross fiscal years.

These ongoing serial procurements, change orders, and subscriptions are subject to bid protection when the Eligible Agency establishes an original nexus to the PEPPM Contract. As such, these purchases are also subject to the Transaction Fee described in Section IV.4.

IV.7 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or responding to this Request for Bids.

V Bidder Qualifications [\[Return to Top\]](#)

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusion question in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion regarding bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be

treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

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

V.4 Notice of Any Changes

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

V.5 Americans With Disabilities Act

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

V.6 Covenant Against Contingent Fees

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

V.7 Sole Source of Responsibility

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

Having status as the “Sole Source of Responsibility,” an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor’s Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

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

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

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

V.9 Bidder Profiling

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

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

V.10 Historically 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.11 Insurance

The Awarded Vendor must purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity at least \$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 must purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum "excellent" rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workers' Compensation Act, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- "Consent" means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable
- "Vendor" means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity, including directors, officers, partners, managers, key employees and owners of more than a five percent interest
- "Financial interest" means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management

- “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

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

V.18 Supplemental Financial Interests

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

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e., Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

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

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official’s agents or representatives, shall make promptly available for inspection, any information of any type or form relevant to the vendor’s integrity or responsibility, as those terms are

defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

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

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, and 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 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.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded

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

- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor violated the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity, or appropriate departments of state government.
- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order and all money due or to become due under the Purchase Order may be forfeited for violating the Terms and Conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM 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 Lines Sought

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

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

VI.2 New Products Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

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

VI.4 Sale of Demonstration Products

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

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

VI.5 Installation and Service

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

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and applies to the new Products
- Substitute or replacement Products are equal to or superior to the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion—with or without cause.

VI.7 Replacement Parts

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

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

VI.8 Proof of Supply

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

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

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

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

VI.9 Alternative Evidence of Supply

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

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

VI.10 Liens

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

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state, and local licenses, certifications, bonds, and permits applicable and required for operations in Pennsylvania and in all other states in which Awarded Vendor does business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor who is not the manufacturer of the Product shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

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

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

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discreet responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have about compatibility and compliance with up-to-date operating systems, and federal safety and communications guidelines.

VI.13 Onsite Warranty Service

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

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

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

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI.17 Returned Goods Policy

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

VI.18 Equivalent Product Lines

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

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

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

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

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

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

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

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

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

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with Act 159 of October 4, 1984, the law known as the Worker and Community Right-to-Know Act, and any regulations pursuant to 4 Pa. Code § 301.1 et. Seq. and any similar act in other states where they sell Products under the PEPPM program. The Act focuses on labeling of hazardous materials and chemicals, labeling, and material safety data sheets.

VI.20 Export Restrictions and Statement of Assurance

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

Each Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable U.S. export control laws and regulations, as amended from time to time, including, but not limited to,

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

Each Eligible Entity acknowledges that:

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

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

VI.21 Products Not Intended for Critical Application

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

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

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

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology

- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below
- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

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

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

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

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

VII.5 Submission of Purchase Orders

Unless instructed differently, Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

Posted Ordering Instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary "[electronic signature](#)" required by law.

VII.7 Authority of the Purchase Order

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

VII.8 Awarded Vendor Is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

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

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

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

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

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the PEPPM Contract's expiration date if the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped under the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

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

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

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within thirty (30) days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity’s use.

The Awarded Vendor agrees that the Eligible Entity may deduct any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any fees related to this payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include any such tax. Exemption certificates, if required, will be furnished on forms provided by the Eligible Entity. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have registered with or been recognized by the Internal Revenue Service to make tax-exempt purchases.

VII.14 Delivery

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

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

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

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

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

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

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from date of delivery. Products not rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not

defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right, without limitation, to a refund or credit (if not yet paid) of the purchase price of the rejected Products.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered installation services is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by warranty or a maintenance service agreement, the Products will be covered by the applicable warranty or maintenance service agreement.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

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

VIII Pricing Specifications [\[Return to Top\]](#)

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the Discount-from-List method, the Bidder must describe the published list or commercially available catalog—along with its last published date—from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the Markup-over-Cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

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

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer SKU
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage Discount or Markup

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by Discount-from-List, a Bidder would enter a negative percentage (e.g., -10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding Markup-over-Cost, a Bidder would enter a positive percentage figure (e.g., 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab, and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the Section titled "Requested Product Lines." Bidders may download this form as often as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

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

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

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

Using software, the first phase of the evaluation process identifies a manufacturer SKU number, after stripping away hyphens, spaces, and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being deemed non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply 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 requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may provide for bundles that include third-party Products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer. However, all Products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party Products are ordered on a one-for-one basis with the bid-awarded Products.

Third-party Products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party Product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party Products must represent a greater value than the third-party Products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders may not bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

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

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than \$500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

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

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

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary by the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

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

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

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

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

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

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

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision
- Within seven (7) days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Prevailing Wage Rates

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

Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [\[Return to Top\]](#)

IX.1 Help on Submitting a Responsive Bid

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

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

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

IX.2 Registration

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

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

Prebid meetings, if any, will be held at times and locations described [here](#). Bidders interested in participating must register at www.PEPPM.org/bids to reserve a spot. The session will provide a high-level view of contracting policies for Bidders and an overview of procedures for filling out the bid forms.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4:00 p.m. Eastern Time on the [Questions Due Date](#). Bidders are advised to look on PEPPM.org for frequently asked questions.

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

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

IX.6 Exceptions to Terms and Conditions

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

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

No material exceptions will be accepted with final electronic bid submissions received on the [Bid Due Date](#). Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

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

- *Answers to Questions:* If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the [Pricing Specification Section](#).

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form
- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

- Any optional files to provide the Agency more information

IX.9 Marketing Plan

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

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough before the [Bid Due Date](#) to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that using his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the

Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final before a Bidder clicking the Submit button and sending it to the Agency. If a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page, and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the [Bid Due Date](#). Bids will be electronically unsealed and publicly read at the Bid Opening Date and time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for ninety (90) days after the [Bid Due Date](#).

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the [Bid Opening Date](#). A protest of a proposed award or of an actual award must be filed within ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after the board awards the Contract at a public meeting.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

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

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection Form, indicating—in addition to Pennsylvania LEAs—which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [\[Return to Top\]](#)

X.1 Qualification for Evaluation

Following Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids recommended for award do not become formal Contracts until the Agency's Board of Directors makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are non-responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in “Clarification.” Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor’s bid as whole:

- The bid was received on time
- Banking information for the processing of bids and award fees was present, and funds were properly processed
- Bid Terms and Conditions were accepted
- Reference forms for the Bidder were attached from at least three agencies
- A marketing plan was described in the Question Section of the electronic bid form

Factors related to any Product Line category being bid:

- Products offered were for the Products specified
- A signed Awarded Vendor Agreement was attached for each Product Line being bid
- A returned goods policy for each Product Line was attached
- A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- A dated, proof-of-supply document was attached for each Product Line or the Bidder gave evidence it was the manufacturer of the Product Line being bid
- A State Selection Form was attached alongside any Product Line being bid
- Quote sheets for each Product Line indicated pricing formulas and a price basis
- All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so effective prices could be compared to those of competing Bidders
- The Bidder attached an Ancillary Services Form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- Provided evidence of a permanent place of business
- Is not insolvent or involved in bankruptcy
- Has no known overdue tax liabilities
- Owes no overdue PEPPM Transaction Fees
- Certifies it has not colluded in submitting its bid or developing pricing
- Is not under suspension or debarment or is otherwise lawfully precluded from participating in any public-sector procurement activity
- Maintains sales representatives or a sales network of resellers, as described on the bid form
- Has provided positive references from buying agencies or has past PEPPM experience
- Has given evidence of previous sales in the public sector
- Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing of common SKUs from competing, responsive and responsible Bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning Bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Guidance Requirements [\[Return to Top\]](#)

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR § 200 (sometimes referred to as the "Uniform 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. 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.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 U.S.C. § 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 Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract more than \$10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR § 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or Contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

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

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

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "Anti-

Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

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

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity’s federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements, when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 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 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, 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.

XI.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. § 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 U.S.C. § 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 U.S.C. § 1352).

XI.11 Procurement of Recovered Materials

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds 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

Pursuant to 2 CFR § 326, the Agency requires applicable bid security, performance, and payment bonds on construction projects. As such, for construction or facility improvement Contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$250,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal

interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

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

XI.14 Not-To-Exceed Price

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

XI.15 Contracting with Historically Under-Utilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

XI.16 Equivalent Products

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

the specification. Note: Where a Product equivalent is being offered for an E-rate Product, [Section VI.18](#) shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days 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 Preference for American Made Materials

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

XI.18 General Compliance and Cooperation with Eligible Entity

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

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action more than \$250,000, including Contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis to comply with law.

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

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of an underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

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

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

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

XII.4 Price Lists

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

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

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

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

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a Markup-over-Cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

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

XII.6 Semi-Annual Reconciliation Reports

Awarded Vendors and their Authorized Resellers must submit a Sales Reconciliation Report to PEPPM twice a year, once for the period January through June, and the second for the period July through December. Reports are due July 30 and January 31, respectively, or on the following business day when the due date falls on a weekend or designated holiday.

Sales Reconciliation Reports based on an official PEPPM template must detail any PEPPM-related sales not covered on monthly invoices. Awarded Vendors who have been granted permission for self-reporting are not subject to the requirement.

XII.7 Specials and Promotions

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

XII.8 Leasing Information

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

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

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

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

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

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

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

XII.9 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review are required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

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

XII.10 Request for Voluntary Discounts and Promotions

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

XII.11 Punchout Functionality

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

XII.12 Training of the Sales Force and Authorized Resellers

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

XII.13 Contract Extension

Agency reserves the right to extend any bid award beyond the [Contract Term](#), for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

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

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

XIII Other Terms and Conditions [\[Return to Top\]](#)

XIII.1 Entire Agreement

The Contract will represent the complete Agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections,

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

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

XIII.2 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) or Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof
- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment during the term of the Contract
- The Awarded Vendor or Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity

- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.3 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order
- Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

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

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

such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

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

If an Eligible Entity has an administrative dispute resolution process mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.5 Force Majeure

Neither party to the Contract or a Purchase Order will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the Force Majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume

activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, the Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- **Termination for Cause:** The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.
Non-Appropriation: If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (e.g., Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free from all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.7 Termination of Contract

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

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

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

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

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

XIII.8 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution

of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.9 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnitees") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnitees incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged gross negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or gross negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.11 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of \$3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity shall be limited to the greater of \$500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity – subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.

XIII.12 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website, more particularly, the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania. Claimants waive any objections to the forum of Pennsylvania for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the Agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any

objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.13 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.14 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 Binding Nature and Survival

The Contract and each Purchase Order shall bind and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.16 eCommerce Consultant Contract Termination

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to use the new eCommerce Consultant and eCommerce system to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors (and their Authorized Resellers) will need to execute new eCommerce Merchant Agreements and Nondisclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have twenty (20) workdays after receipt of the new agreements to sign and return the agreements to continue their Agency Contracts and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least ten (10) days prior written notice. If an Authorized Reseller does not sign and return the agreements

within the 20-day time period, such Authorized Reseller will no longer be an Authorized Reseller under the Agency Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If Agency establishes a contract with another eCommerce Consultant or develops its own ecommerce system for publishing Contract information, receiving and processing orders and collecting Transaction Fees, Agency reserves the right to collect the original Transaction Fee.

XIII.17 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation (©2022, CSIU & Epylon).

[END]