### PEPPM 2024 Marketplace Bid

### AWARDED VENDOR AGREEMENT ("Agreement")

### **BETWEEN**

Central Susquehanna Intermediate Unit, Milton, Pennsylvania ("Agency")

### **AND**

Amazon.com Services LLC

(Bidder's legal name referred to throughout this Agreement as "Awarded Vendor")

This Agreement is made and entered into as of the date this Agreement is fully executed by the Awarded Vendor and Agency (the "Effective Date").

Whereas, Agency issued a Request for Bids for PEPPM 2024 Marketplace Bid ("RFB"), which RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, Awarded Vendor submitted a Bid in response to the Agency's RFB;

Whereas, the Agency notified Awarded Vendor that it was the successful bidder; and

Whereas, Awarded Vendor executes this Awarded Vendor Agreement to memorialize its acceptance of the terms and conditions of the Contract (as hereinafter defined).

Now, therefore for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

- 1. Awarded Vendor agrees to furnish products and services in accordance with the Contract.
- 2. Awarded Vendor's legal address is

Amazon.com Services LLC
410 Terry Avenue North
Seattle, WA 98109-5210

Agency's address is

90 Lawton Lane Milton, PA 17847

- 3. The Contract shall commence on July 1, 2024 and end on June 30, 2027. If the Agency desires to extend the term of the Contract after the end date, the Contract may be extended upon mutual agreement of the Agency and the Awarded Vendor, in writing, for two separate one-year terms.
- 4. Awarded Vendor agrees to remit the Transaction Fee to the eCommerce Consultant in accordance with the terms and conditions set forth in the Contract.
- 5. Unless the context otherwise requires, capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings specified in the RFB or other Contract documents.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

CSIU use only:	CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
Amy L-Pflegor Witness	ByCSIU Executive Director
Print Names Above: Signature	John Kundja Signature
Date: 6.19.24	Date: 6/19/24

[signatures continued on following page]

Vendor Name (if corporation)	Amazon.com Services LLC	
Corporate Secretary (or designee)  Designee Title (If not Corporate Secretary)	By Stephanie Lang (Designee)  Corporate President (or designee)  Director  Designee Title (If not Corporate President)	
Print Names Above:	Designee Title (II not corporate Frestain)	
Signature (CORPORATE SEAL)	Stephanic lang  605F1DE5939B40A  Signature	
Date:	May 7, 2024 Date:	
Vendor Name (if unincorporated)	N/A	
Witness	ByOwner (or designee)	
Title	Designee Title (If not Owner)	
Print Names Above:		
Signature	Signature	
Date:	Date:	





# PEPPM 2024 Marketplace Bid

# **Contract Documentation**

Bid # 540042

Contract Start Date: July 1, 2024

### **Table of Contents**

- I. Marketplace Solutions Award List
- II. PEPPM Bid Process and Award Details
- III. Proof of Advertising
  - a. The Daily Item, Sunbury PA
  - b. The Patriot News, Mechanicsburg, PA
  - c. Standard Journal, Milton, PA
  - d. The Baltimore Sun, Baltimore, MD
  - e. Times of Trenton, County of Middlesex, NJ
  - f. Albany Times Union, Albany NY
  - g. The Bakersfield Californian, Bakersfield, CA
  - h. <u>USA Today</u>
  - i. CSIU Website
  - j. PEPPM Website
- IV. <u>Terms and Conditions</u>

PEPPM 2024 Marketplace Solution Bid Award List				
Bid Name	Bid Description	Awarded Vendor	Contract Number	
Marketplace Solution	A dynamic and centralized marketplace solution containing a minimum of 300,000 products that must include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.	Amazon com Services II C (dha Amazon Business)	540042-001	

### **PEPPM Bid Process and Award Details**

### **Awarding Institution:**

Central Susquehanna Intermediate Unit 90 Lawton Lane Milton, PA 17847

### Notice of Public Advertisement inviting bids:

- Newspapers: March 28, 2024 April 12, 2024
- CSIU Website (<a href="https://www.csiu.org/Page/1334">https://www.csiu.org/Page/1334</a>): March 27, 2024 May 9, 2024
- PEPPM Website (<a href="https://www.PEPPM.org/bidding-information/">https://www.PEPPM.org/bidding-information/</a>): March 27, 2024 May 9, 2024

### 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; The Bakersfield Californian, Bakersfield, CA

### Date of award:

• June 19, 2024

### Term of contract:

• July 1, 2024 – June 30, 2027

Personally appeared before me, the subscriber, Lori Seebold, Advertising Director 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

29<sup>th</sup> day of March and the 5<sup>th</sup> & 12<sup>th</sup> days of April A.D. 2024 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.

Sworn to and subscribed before me This 31st day of May A.D. 2024

Votary

Commonwealth of Pennsylvania - Notary Seal
DIANNE L ALLAN - Notary Public
Northumberland County
My Commission Expires December 10, 2026
Commission Number 1341876

# REQUEST FOR BIDS PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at: www.epylon.com

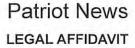
www.epylon.com
Public Bid Opening: May 9, 2024, 3:00 pm
ET, CSIU, 90 Lawton Lane, Milton, PA 17847
Registration: Required at www.epylon.com

Details and Bid Documents available at: www.peppm.org/bids

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

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid.

DI: March 29 and April 5 & 12, 2024





AD#: 0010846500

Commonwealth of Pennsylvania,) ss

County of Cumberland)

Tashell Harris being duly sworn, deposes that he/she is principal clerk of PA Media Group; that 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):

Patriot News 03/28, 04/04, 04/11/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 15th day of April 2024

Notary Public

### REQUEST FOR BIDS - PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

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Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids

Bid Withdrawal: No bidder may withdraw its bid for 90 days after the bid opening

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid.

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

Member. Pennsylvania Association of Notaries

### 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

04/02/2024, 04/09/2024, 04/16/2024

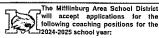
that affiant is not interested in the subject matter of the attached notice of advertising, and avers that all of the allegations of the statement as to the time, place, and character of the publication are true.

Kalen Hordreicks Notary Public

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

# Classifieds

# Classifieds (570-742-9077



Varsity Girls Wrestling Coach Assistant Girls Wrestling Coach JH Girls Wrestling Coach Head Fall Cheerleading Coach Assistant Fall Cheerleading Coach Head Bocce Ball Coach Assistant Bowling Coach

The application process is available on the district's website at www.miflinburg.org under the Employment tab. Application deadline is Wednesday April 24, 2024

### ESTATE NOTICE

Notice is hereby given that Letters Testamentary or the Estate of S. Dale Sheets, aNA Stewart Dale Sheets, late of West Chillisquaque Township, Northumberland County, Pennsylvania, deceased. have been granted to the undersigned. All person nave been granted to the undersigned. All person indebted to said estate are requested to make payment and those having claims against the sam to present them for settlement to:

Eva Kay Noone, Executrix 188 Fishers Road Bryn Mawr, PA 19010

Martin R. Wilson, Esquire Wilson & Wilson 222 Market Street Lewisburg, PA 17837

The Central Susquehanna Intermediate Unit's (CSIU) Keystone Purchasing Network (KPN) is soliciting sealed bids for Fuel Oil, Diesel Fuel and Gasoline to be delivered between July 1, 2024 and June 30, 2025, on behalt of its Pennsylvania

The bid deadline is Monday, April 29, 2024, at 9.00 am Eastern Time. Bids shall be received electronically. Interested bidders must register to access and secure the bid documents by contacting KPN at (570) 246-5935 or mmichaels@csul.org weekdays between 8:00 am and 4:00 pm. There is no charge to register. The bids will be publicly opened on Monday. April 29, 2024, at 9:30 am Eastern Time at the CSIU Main Office, 90 Lawton Lann Millor PA Howayer in the care of an Eastern Time at the CSIU Main Office, 90 Lawton Lane, Milton, PA. However, in the case of an emergency, or, in the CSIU's discretion, in the interest of public health and salety, and as permitted by applicable law, the CSIU may instead broadcast the opening of bids via telesconference or video conference. Go to https://www.theKPN.org for more information. The CSIU reserves the right to reject any or all bids or any north thereof or liters. or all bids or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

### REQUEST FOR BIDS PEPPM Cooperative Purchasing Program

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Details and Bid Documents available www.peppm.org/bids

Bid Withdrawal: No bidder may withdraw its bid to 90 days after the bid opening date

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities o rregularities in a bid.

### ORPHANS' COURT NOTICE

The following accounts have been filed with the Cleri of the Orphans' Court and will be presented to the Court of Common Pleas 17th Judicial District at Union County, Pennsylvania April 25,2024

Robert L. Jows. Estate Eda M. Beaver. Executrix



osition begins with the 2024-2025 school year Applicants must be certified in special education. Interested applicants can apply on-line at www.milfibnurg.org under the "Employment" at Deadline for accepting applications is Friday, April processor. 26, 2024

payment, and those having claims to present the e without delay to

Barry A. Yeager, Executor c/o Attorney for Executor: Yount Law Firm 500 Market Street, P.O. Box 357 New Berlin, PA 17855

### **ESTATE NOTICE**

Ritts Amsler, Jr.

Notice is hereby given that Letters Testamentary have been granted in the Estate of Fred R. Amsler, Jr., at/A Fred Ritts Amsler, Jr., late of Point Township, Northumberland County, Pennsylvania, All persons indebted to the estate are requested to make immediate payment and those having claims or demands against the estate of the decedent shall present them without delay to:

Personal Representative: Patricia M. Amster Becknett P.O. Box 21805 Challanooga, TN 37424

Jenna A. Neidig, JD Neidig Law, P.C.

### ENACTMENT NOTICE

you are a person with a disability and wish to accommodations to participate in the meeting, please contact the Borough at (570) 742-8759 to discus

Borough of Mitton Zoning Officer

### Lost and Found

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

Autistic Support/Emotional Support Teacher -Middle School

### LETTERS TESTAMENTARY

Estate of Maxine J. Bingaman, late of Sunbury, Northumberland County, Pennsylvania, is deceased. Notice is hereby given that Letters Testamentary on the above Estate have been granted to the undersigned, and notice is hereby given of the existence of the Estate. All persons and/or entities indebted to the Estate are requested to make navment and these heaven claims. Le resent the

Daryl A. Yount, Esquire

Estate of Fred R. Amsler, Jr., a/k/a Fred

3948 Westbranch Highway Lewisburg, PA 17837 (570) 524-6020

PLEASE TAKE NOTICE that the Borough Council of PLEASE TAKE NOTICE that the Borough Council of the Borough of Millton will, as part of its regularly scheduled meeting on Wednesday, May 22, 2024, at 7.00 p.m. at the Milton Borough Building. 2 Filbert Street, Milton, PA 17847, hold a public hearing and consider for enaclment an Amendment to Zoning Ordinance No. 1165. This Amendment, known as Ordinance No. Ordinance No. \_\_\_\_\_, reaffirms the enactment of an Zoning Ordinance. The amendment to Zoning Ordinance No. 1165 contains provisions to: the Table of Contents, Appendix A Table of and definitions, regulations, and specific Uses for a Rehabilitation Facility. Emergency Shelter, and a Homeless Shelter A complete copy of his amondment to Ordinance No. 1165 may be viewed at the Milton Borough Office and the Northumberland County Planning Commission Office and the n person during normal business hours

attend this meeting scheduled for Wednesday, May 22, 2024, at 7:00 p.m. at the Milton Borough Building, and require an auxiliary aide, service, or

REWARD for missing package. Bultalo Rd. Lewisburg. 570-809-1579

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

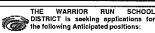
DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade. HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 in Gift Cards

1-855-335-6094

The Standard Journal seeks a Chief Revenue Officer to lead multi-media sales team. Ideal candidate will have working knowledge in advertising and marketing, including progressive digital growth. Rare opportunity to oversee three properties and run. your own shop in a decentralized, privately held company. Apply today. Please send cover letter and maume to Arny Moyer c/o The Standard Journal 21 N Arch Street Milton Pa. 17847

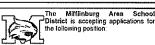
Redemption Row, inc. hereby gives notice that articles of incorporation have been filed and formed with the Dept of State in the Commonwealth of Pa, under the provisions of the Pa Business Corporation Law Feb 14th 2024. Redemption Row is a nonprofit Organization for Prison Reentry and SUD Recovery services. Terrell Mosley - Founder - Executive

Redemption Row P.O. Box 357 West Milton, Pa 17886



Elementary Art
Elementary Teacher(s)
Reading Specialist
Elementary Health & PE
Elementary Special Education Teacher
Food Service Coordinator
Food Service Team Member
Custordinas Custodians Lead Maintenance

www.wrsd.org (or more information Deadline for application – April 24, or until lilled. EOE /Alfirmative Action Employer



Administrative Assistant Mifflinburg Intermediate School

benefit eligible, 12-month position Full-time. Responsible for providing administrative support for the functions of the school, and direct support for building principal for management of operations Most work is performed in an office environment, with regular use of advanced computer/technology applications, Must demonstrate proficiency in technology applications, including MS Office with expertise in Microsoft Word, PowerPoint, and Excel. expenses in watersold word, power-only, and Execu-as well as Google applications, Job descriptions and application process are available on the district's website at www.mittlinburg.org

Home - Milflinburg Area School District Home Milflinburg Area School District www.milflinburg.org

Application deadline is Wednesday, April 17, 2024

### NOTICE OF EXECUTOR

ESTATE OF JOHN D. BOYER, JR. alkda N HE: ESTATE OF JOHN B. BOYER, J.H. AND JOHN D. BOYER, AVA JOHN BOYER, DECEASED LATE OF SHAMOKIN TOWNSHIP NORTHUMBERLAND COUNTY, PENNSYLVANIA

ETTERS TESTAMENTARY on the Estate of John LETTERS TESTAMENTARY on the Estate of John D. Boyer, Jr., arXia John Doyer, Deceased, Iate of Shamokin Township, 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:

Keri J. Miller 139 Grubb Hill Roa Danville, PA 17821

Or the altomey for the Estate: Melissa S. Lobos, Esquire Groover and Lobos, LLC 247 Chestrut Street Millinburg, PA 17844

### Miscellaneous

items

Today!

Miscellaneous Items

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

New windows from Win-Nation money saving offer -zero down, zero pay-ments, zero interest for saving offer TWO years AND buy 2 windows and get 2 FREE! Ofter is valid for select models. Labor not included. Other restric-tions apply. Call Window today 844-513-2646

Prepare for power out-ages today with a Gen-erac Home Standby Genemitor Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-888-605-4028 today to schedule a free quote. It's not just a generator. It's a power move

Replace your roof with the best looking and long-est lasting material -Steel from Erie Metal Roots! Three styles and multiple colors available. Guaranteed to last a life-time! Limited Time Offer -50% off installation + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal

1-844-290-9042.
Sale Step North America's #1 Walk-in Tub.
Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE Now featuring our FREE shower package and 51600 Off for a limited time! Call today! Financing available. Call Safe Step 1-833-437-1428
Stroke and Cardiovascular disease are leading causes of death, according to the American House.

ing to the American Heart Association. Screenings can provide peace of mind or early detection! Contact Life Line Screening to schedule your screening. Special offer screenings for just 19. Call \$149 -855-672-8674

Wesley Financial Group, LLC Timeshare Cancella-

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

For local news and sports, visit



The Standard-Journal ww.standard-iournal.com



200 St Paul Street Suite 2490 Baltimore, MD 21202 tel: 410/332-6000 800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 7608206

### Sold To:

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

### Bill To:

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

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

Mar 29, 2024; Apr 05, 2024; Apr 12, 2024

The Baltimore Sun Media Group

	Shama Evans
	Ву
Subscribed and sworn to before me this	12 day of Jal 20 24
By Mehile	Claim Size ELAINE GAJES
Notary Public	NOTARY PUBLIC R
My commission expires	Comm. Exp. Oct 5, 2027  Saltimore County And Community Community And Community Communi

# ified Reach more than 800k readers a week!

nline at baltimoresun.com/classifieds - Place an ad: 410.539.7700 | placeanad.baltimoresun.com

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(PVC) 00555 AN BE DED BY

aysite. recity/ 09911 CHARLES VILLAGE BENEFITS
DISTRICT COMMUNITY
MEETING

MEETING
The CVCBD is holding a community meeting on Saturday,
April 6, 2024, at noon in the
Peabody Heights Brewery,
Quad Nominations are being
accepted now through April 14,
2024. To submit a nomination
form, and for more information,
please visit our website, www.
charlesvillage.org charlesvillage.org Mar 15, 22, 29 Apr 5 7600758

Opportunity for Public Hearing Special and Rural Transit in Baltimore County Tentatively scheduled for 2:00 pm, April 26, 2024 BYKOTA Senior Center 611 Central Avenue Towson, MD 21204 The Baltimore County Departs

Towson, MD 21204
The Baltimore County Department of Public Works & Transportation will hold a public learing upon request to receive comments regarding a transportation service plan that Baltimore County, Maryland will submit to the MTA with an application for Statewide Special Transportation Assistance Program (SSTAP) and Rural Public Transit Program Section 18 funds (RPTP) for fiscal year 2025.

18 tunds (RPIP) for fiscal year 2025.
Baltimore County Department of Public Works and Transportation is applying for \$395,836 for SSTAP, and \$163,616 RPTP to serve Baltimore County residents aged 604, residents with disabilities, and residents of the rural area with transportation needs.

rural area with transportation needs.

The general public and transportation operators are encouraged to attend to offer comment on the proposed service. Requests for this hearing must be submitted in writing at the address below, or by phone at 410-887-8287; by April 19, 2024. Written comments will be accepted as an alternative to attendance, but must be received by April 19, 2024. Please address them to:

CountyRide Annual Transportation Plan Department of Public Works & Department or Public Works & Transportation 611 Central Avenue Towson MD 21204 Or: e-mail countyride@ baltimorecountymd.gov 3/29,4/5,4/12 7610377 REQUEST FOR BIDS - PEPPM Cooperative Purchasing

Program
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Submission: Electronic bids at

Submission: Electronic bids at www.epylon.com
Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847
Registration: Required at www.
epylon.com (no fee)
Details and Bid Documents available at: www.peppm.org/
bids
Bid Withdrawal: No bidder may withdraw its bid for 90 days after the bid opening date. The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid. 3/29, 4/5, 4/12 7608206

### ▼ ROOMS

N.E.BALTO

Rooms for rent. and s.d. is req. Call Ms.Jackie at 443-326-

**AUTOMOBILES** 

WW

2018 MERCEDES-BENZ GLE350 Fully loaded, exc cond. Polar white, blk leather seats, Alloy wheels, \$28,999, 301-385-1503

### MISCELLANEOUS

CEMETARY CRYPT Dulaney Valley Memorial Gardens Crypt 211 G for sale by owner. Value listed at \$17,000 asking \$5,000. Call 410-258-2046

CEMETERY LOTS 2, Meadow-ridge Memorial Park side by side, Field of Honor, \$6000 for both. 410-570-8387

CEMETERY LOTS (2) Crest Lawn Cemetery, Howard Co. \$14,000. Possible 6 cremations OR 2 Buri-als Lets talk 410-361-0017 arbuthnotduane 1@gmail.com

DENTAL INSURANCE from Physicians Mutual Insurance Company, Coverage for 350 plus procedures. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental information Kit with all the details! 1-855-337-5228 www.dental50plus.com/MDDC

DONATE YOUR CAR/TRUCK/ RV - Lutheran Mission Society of MD Compassion Place ministries help local families with food, clothing, counseling. Tax de-ductible. MVA licensed #W1044. 410-228-8437 www.CompassionPlace.org

ELECTRIC MOTOR AND UTILITY TRAILER Used 48 bolt ray elec-tric motor. Great condition with charger \$3850. 5ft by 10ft util-ity trailer Good condition. Good tires, \$575. 410-984-0176

**ELIMINATE GUTTER CLEANING** FOREVER! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts. Call 1-844-566-3227

GET DISH SATELLITE TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To \$600 in Gift Cards. Call Today! 1-855-407-6870

MARYLAND CB3 COMMERCIAL CRABBING LICENSE Up to 300 pots. Asking \$8000. Call Jim 484-557-1815

### WANTED TO BUY

ANTIQUES and ART, collectables watches, models, signs, neon, gambling items, toys, trains, fishing equip, military items, bronzes, posters, comics, Halloween and Christmas. 50 years buying and selling antiques. Call Phil 410-336-1153

ANTIQUES AND COLLECTIBLES Hourglass Antiquities is paying top cash for antiques and collectibles. Housecalis made with prompt, courteous service seven days a week and 25 years of experience! Buying jewelry, toys, trains, militaria, glassware, advertising merchandise, paper items and much more! Contact Mason or Megan 443-306-8816

FREON WANTED: Certified buyer looking for R11, R12, R22 & more! Call Clarissa at 312-535-8384.

DOGS

FRENCH BULL DOGS PUPPIES M&F, Vet check, S&W, 8 wks. Priv home. \$2500, 410-658-6558

SHELTIE puppies, born 1/31 for sale 1st shot, wormed, vet checked, due claws removed. Too cute to put into words. MUST SEE! \$800. 443-907-0703 ask for Maron.

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### AUCTIONS

BSC America Bel Air **AUTO AUCTION** 

Sale Begins at 8:00am EST

Bel Air Auto Auction 4805 Philadelphia Rd, Belcamp, Maryland (410) 879-7950 bscamerica.com

NOTE: In order to Bid on a car, a 11,000 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.

PUBLIC SALE **THURSDAY** APR. 11<sup>th</sup>



20201 \(\mathbb{C}(\mathbb{O})\)

ZTZ O 1 514 V O 147 VIN# 5ĻMJJ3LT7LEL06475

BSCAmerica Bel Air AUTO AUCTION

Sale Begins at 8:00am EST

**Bel Air Auto Auction** 4805 Philadelphia Rd. Belcamp, Maryland (410) 879-7950 bscamerica.com

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 biddling a deposit is not required.

PUBLIC SALE **THURSDAY** APR. 11th



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THORITY OF BALTIMORE CITY /ITATION FOR BIDS CERTIFIED CABINETS IUMBER: B-2006-24

of Baltimore City ("HABC") will issue an for interested and qualified vendors to ibinets to HABC developments located

later than 2:00 p.m. Eastern Time on

d conference will be held on Wednesday, .m., which will be scheduled as a virtua

viewed and downloaded by visiting om/projects on or after Monday, Apri

IFB should be directed in writing to the indicated above and must include the ber B-2006-24.

uthority of Baltimore City erations, Procurement Department syette Street, Room 414 nore, Maryland 21202 atrick Sullivan, Senior Buyer el: 443-984-1963

k.sullivan@habc.org April 5 & 12

7613807 rust 1 the stan-bout de-dent t for tandi Iress Esq., Scott Jourt 1157, ust's , but ty in

Opportunity for Public Hearing
Special and Rural Transit in Baltimore County
Tentatively scheduled for 2:00 pm, April 26, 2024
BYKOTA Senior Center
611 Central Avenue
Towson, MD 21204
The Baltimore County Department of Public Works & Transportation will hold a public hearing upon request to receive comments regarding atransportation service plan that Baltimore County, Maryland will submit to the MTA with an application for Statewide Special Transportation Assistance Program (SSTAP) and Rural Public Transit Program Section 18 funds (RPTP) for fiscal year 2025.
Baltimore County Department

Baltimore County Department of Public Works and Transpor-tation is applying for \$395,836 for SSTAP, and \$163,616 RPTP to serve Baltimore County residents aged 60+, residents with disabilities, and residents of the rural area with transportation

needs.
The general public and transportation operators are encouraged to attend to offer comment on the proposed service. Requests for this hearing must be submitted in writing at the address below, or by phone at 410-887-8287; by April 19, 2024. Written comments will be accepted as an alternative to attendance, but must be received by April 19, 2024. Please address them to:

CountyRide
Annual Transportation Plan
Department of Public Works &
Transportation 611 Central Avenue

CITY OF BALTIMORE DEPARTMENT OF PUBLIC WORKS - OFFICE OF ENGINEERING AND CONSTRUCTION

ENGINEARING AND CONSTRUCTION NOTICE OF LETTING Sealed Bids or Proposals, in duplicate addressed to the Board of Estimates of the Mayor and City Council of Baltimore and marked for SANITARY CON. 1024-Truck Scale House Replacement at the Back River Wastewater Treatment Plant will be received at the Office of the Comptroller, Room 204 City Hall, Baltimore, Maryland until 11:00 A M on May 15, 2024. Positively no bids will be received after 11:00 A M. Bids will be publicly opened by the Board of Estimates and can be watched live on CharmTVs cable channel 25/1085HD; char mtybaltimore.com/watch-live cable channel 25/1085HD; char mtvbaltimore.com/watch-live or listen in a (443) 984-1696 (ACCESS CODE: 0842939) from City Hall at Noon. The Contract Documents may be examined, without charge, at Contract Administration 4 South Frederick Street Baltimore, Maryland 21202 on the 3rd floor (410) 396-4041 as of April 5, 2024 and copies may be purchased for a non-refundable cost of 100.00. Conditions and requirements of the Bid are found in the bid package. All contrac-100.00. Conditions and requirements of the Bid are found in the bit package. All contractors bidding on this Contractors bidding on this Contractors bidding on this Contractors Qualification Committee. Interested parties should call (410) 396-683 or contact OBC at 4 S Frederick St., 4th Floor, Baltimore, MD 21202. If a bid is submitted by a joint venture CJVT), then in that event, the document that established the JV shall be submitted with the bid for verification purposes. The Prequalification Category required for bidding on this project is E13003 – Water and/or Sewer Treatment Plant and Pumping Stations. Cost Qualification Range for this work shall be \$500,000.01 to \$1,000,000.00.

A "Pre-Bidding Information" session will be conducted via Microsoft Teams. Vendor can call 1 667-228-6519, Passcode: 3DvSym on April 24, 2024 at 10.00 AM. For any Pre-Bid questions please contact Mr. Milton Moiforay at Milton Moif

Milton Molforay at Milton Mol-foray@baltimorecity.gov Dead-line for submission (via email) of Contractor questions is Tues-day, May 7, 2024, at 4:30 PM. A project site visit can be scheduled by emailing a request to Mr. Milton Moiforay at Milton, Moif orav@baltimorecity.gov To purchase a bid book, please To purchase a bid book, please make an electronic request at https://publicworks.baltimorecity.gov/dpw-construction-pocts-notice-letting and dpwb dopportunities@baltimorecity.gov. For further inquiries about purchasing bid documents please contact the assigned contract Administrator Toron. Coleman@baltimorecity.gov. Principal items of work for the contract include, but are no limited to Removal of existing scale house and the existing scale house and the existing scale house and the contract include.

REQUEST FOR BIDS – PEPPM
Cooperative Purchasing
Program
Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM
2024 Marketplace Bid, from bidders owning and operating adynamic and centralized marketplace solution for the sale of suitable products on a single suitable products on a single website overseen and man-aged by the bidder, either alone or with an authorized reseller or wint an autionized resenier network under bidder's marketplace solution must include centralized sales, invoicing payments, delivery processes, return instruors, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs, First Ald and Safety, Instructional, Art, and Craft Supplies, Maintenance, Repair, and Operations; and office Supplies, Bid Due Date: May 9, 2024, 3:00 pm ET network under bidder's control

Submission: Electronic bids at

Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Law-ton Lane, Milton, PA 17847 Registration: Required at www. epylon.com (no fee) Details and Bid Documents available at: www.peppm.org/ bids

bids
Bid Withdrawal: No bidder may
withdraw its bid for 90 days after the bid opening date.
The CSIU reserves the right to
accept or reject any or all bids
and/or to waive any or all informalities or irregularities in a bid.
3/29, 4/5, 4/12 7608206

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**AUTOMOBILES** 

2018 MERCEDES-BENZ GLE350 Fully loaded, exc cond. Polar white, blk leather seats, Alloy wheels, \$28,999, 301-385-1503

PARTS & SERVICE

TIRES 4 BF Goodrich T255/170R18 mounted, center lined rims, \$600, 443-244-1690

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MD Compassion Place ministries
help local families with food,
clothing, counselling. Tax deductible, MVA licensed #W1044,
410-228-8437 www.CompassionPlace of sionPlace.org

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MAUSOLEUM 1 Level 6, double crypt in Garden of Serenity in crypt in darden or Serenty in Evergreen Memorial Gardens in Finksburg, Md. Evergreen Me-morial's current selling price is \$10,000+ plus opening charges and plaques. Our price reduced to \$8,000. Call 410-218-9102. Leave message for a return call.

WANTED TO BUY

ANTIQUES and ART, collectables, watches, models, signs, neon, gambling items, toys, trains, fishing equip, military items, bronzes, posters, comics, Halloween and Christmas. So years buying and selling antiques. Call

WANTED TO BUY

BUYING SPORTSCARDS Mr. Baseball, Coming to Mary-land, Buying Sportscards and Memorabilia 1000 203-767-2407

FREON WANTED: Certified buyer looking for R11, R12, R22 & more! Call Clarissa at 312-535-8384.

YARD SALES

▼ BALTIMORE CO.

TIMONIUM - MULTI FAMILY YARD SALE - SATURDAY 4/6/24 8AM - 12PM Valley Oak Ct in Pine Valley, Various items includ-ing furniture, households & Toys.



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Or: e-mail countyride@
baltimorecountymd.gov
3/29,4/5,4/12 7610377

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### REQUEST FOR BIDS - PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instruc-tions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by pub-lic agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies. Bid Due Date: May 9, 2024, 3:00

Submission: Electronic bids at

www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Law-ton Lane, Milton, PA 17847 Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/

Bid Withdrawal: No bidder may withdraw its bid for 90 days af-ter the bid opening date.

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid. 3/29, 4/5, 4/12

Hoffman, Comfort, Offutt, Scott & Halstad, LLP, 24 North Court Street, Westminster, MD 21157, is now the trustee. Said trust's situs was in Pennsylvania, but there is ancillary property in Maryland.

claim on or before the date that is 6 months after the date of the first publication of this notice to the undersigned trustee at the address stated above. The claim must include the following in-

of the claim indicating its basis; \* The name and address of the claimant;

date on which it will become

\* If the claim is contingent, the

trustee on or before that date or any extension provided by law is unenforceable. Randi Jo Silverman, Trustee

24 North Court Street Westminster, MD 21157 Date of First Publication: April 5, 2024

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To have a claim satisfied from the property of this trust, a person who has a claim against the decedent must present the

\* A verified written statement

\* If the claim is not yet due, the

nature of the contingency, if the claim is secured, a description of the security; and The specific amount claimed. Any claim not presented to the

c/o Dennis M. Twigg, Esq. Hoffman, Comfort, Offutt, Scott & Halstad, LLP

April 5, 12, 19

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MINI BERNEDOODLE 2M, 2F, \$2400 Ready 4/14 717-823-8512 hilltopheritagemtndogs.com

SHELTIE For sale- Sheltie puppy. male, vet checked, wormed, adorable, 9 weeks, \$750.00 ask for Karen 443-907-0703 Pictures available upon request.

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# Times of Trenton **LEGAL AFFIDAVIT**

AD#: 0010847071

Total

\$190.20

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 03/29, 04/05, 04/12/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 15th day of May 2024

Notary Public

### REQUEST FOR BIDS - PEPPM Cooperative Purchasing Program

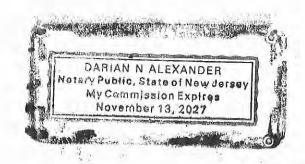
Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Ald and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847 Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids

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

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all Informalities or irregularities in a bid. 3/29, 4/5, 4/12/24 THE TIMES \$70.20





### **Notice to Bidders**

Notice is hereby given that **sealed proposals** in response to a Request for Proposal (RFP) for Thomas Edison State University will be received by Jennifer Montone, Director of Purchasing, Office of the Trea-surer, Thomas Edison State University, 111 West State Street, Trenton, New Jersey 08608 until **Friday**, May 3, 2024 at 10 AM and will be publicly opened at that time in Townhouse Room 103 at Thomas Edison State University, 111 West State Street, Trenton, New Jersey 08608 for the following project:

### Redundant Computer Room Air Conditioner (CRAC)

Requests for a copy of the RFP containing specifica-tions and bid documents shall be sent in writing to rfp@tesu.edu.

Bids shall be rejected if not submitted within time date and at place designated.

A **mandatory** pre-bid RFP conference for Redundant Computer Room Air Conditioner (CRAC) will be held Friday, April 5, 2024 at 10 AM in Townhouse Room 103 at Thomas Edison State University, 111 Wes State Street, Trenton, New Jersey 08608. Only bids submitted by contractors who attend this meet ing will be accepted.

This project shall be bid as a single bid (lump sum all trades) for the entire work including any appropriate

Sealed bids shall be delivered or mailed and addressed to Jennifer Montone, Director of Purchasing, Office of the Treasurer, Thomas Edison State University, 111 West State Street, Trenton, New Jersey 08608 and plainly marked on the exterior of the RFP package: "Sealed Bid – Redundant Computer Room Air Conditioner (CRAC)."

Electronic copies of complete bid proposals shall be sent via email to <u>rfp@tesu.edu</u> <u>AFTER</u> the bid deadline of Friday, May 3, 2024 at 10 am.

Failure to list classified subcontractors will deem the bid non-responsive.

Thomas Edison State University reserves the right to waive any information in, and/or to reject all bids, as may be deemed to be in the best interest of the

Bidders are required to comply with the requirements of P.L. 1975, c. 127 N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

Jennifer Montone, Director of Purchasing Office of the Treasurer Thomas Edison State University 111 West State Street Trenton, New Jersey 08608 THE TIMES

Notice of Self Storage Sale

Please take notice Prime Storage - Southampton located at 124 Eayrestown Rd Southampton, NJ 08088 intends to hold a Auction of storage units in default of payment. The sale will occur as an online auction via www.storagetreasures.com on 4/15/2024 at 12:00PM. Unless otherwise stated in the below list of Unit #'s the contents are household goods, furnishings, and garage essentials. Brandy A Scott unit #204; Amanda Beal unit #205; Charlene Bonner unit #321. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

Notice of Self Storage Sale

Notice of Self Storage Sale

Please take notice Prime Storage – Clinton located at 10 Route 173, Clinton, NJ 08809 intends to hold a Auction of storage units in default of payment. The sale will occur as an online auction via www.storagetreasures.com on 4/15/2024 at 12:00PM. Unless otherwise stated in the below list of Unit #'s the contents are household goods, furnishings, and garage essentials. Donna Yaros/Lopatcong Center unit #044. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

3/22, 3/29/2024 THE TIMES \$15.60

Notice of Self Storage Sale

Please take notice Prime Storage - Lumberton located at 691 Main St, Lumberton, NJ 08048 intends to hold a Auction of storage units in default of payment. The sale will occur as an online auction via www.storagetreasures.com on 4/15/2024 at 12:00PM. Unless otherwise stated in the below list of Unit #'s the contents are household goods, furnishings, and garage essentials. Tanya Ringo unit #245. This

sale may be withdrawn at any time without notice. Certain terms and conditions apply. 3/22, 3/29/2024 THE TIMES \$14.56

PUBLIC NOTICE

PLEASE TAKE NOTICE, the next regularly scheduled monthly meeting of the City of Lambertville Board of Fire Commissioners #1 will be held on April 2, 2024 at 6:00 pm at 230 North Main Street, Lambertville, NJ 08530. 3/29/2024 THE TIMES \$4.16

ORDINANCE NUMBER 05-2024 AN ORDINANCE TO AMEND THE SALARY RANGE FOR THE OFFICIALS AND EMPLOYEES OF THE CITY OF LAMBERTVILLE, COUNTY OF HUNTERDON, STATE OF NEW JERSEY

The ordinance published herewith was introduced and passed upon first reading at the regularly scheduled session of the Mayor and City Council of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, held on March 21, 2024, it will be further considered for adoption after a public hearing thereon, at a meeting of said Mayor and Council to be held in-person at the Phillip L. Pittore Justice Center located at 25 South Union Street in the City on Thursday, April 18, 2024, beginning at 7:00 p.m. Copies of said ordinance are available at the Clerk's Office in the Municipal Building located at 18 York Street in the City of Lambertville to the members of the public who shall request the same.

STATEMENT of PURPOSE: This ordinance is to amend the salary ranges for employees and public officials.

A complete copy of this Ordinance is available without cost in the Office of the City Clerk between the hours of 9:00 a.m. and 4:30 p.m. Monday, Wednesday, and Thursday, between the hours of 9:00 am and 12 noon on Friday; and between the hours of 9:00 a.m. and 4:30 p.m.; and on Tuesdays from 9 a.m. to 7:30 p.m.; excluding holidays by contacting the City Clerk at 609-397-0110, ext. 11, via email at cit yclerk@lambertvillenj.org, as well as the City's at website www.lambertvillenj.org.

Cynthia L. Ege CMR, RMC, City Clerk 3/29/2024 THE TIMES \$21.32

City of Lambertville

NOTICE OF PENDING

ORDINANCE NUMBER 06-2024 An Ordinance to Amend the Land Use Ordinances, Section Z-1500, Stormwater Management, Specific to the Provisions for Stormwater Control of the City of Lambertville

The ordinance published herewith was introduced and passed upon first reading at the regularly scheduled session of the Mayor and City Council of the City of Lambertville, in the County of Hunterdon, in the State of New Jersey, held on March 21, 2024. It will be further considered for adoption after a public hearing thereon, at a meeting of said Mayor and Council to be held in-person at the Phillip L. Pittore Justice Center located at 25 South Union Street in the City on Thursday, April 18, 2024, beginning at 7:00 p.m. Copies of said ordinance are available at the Clerk's Office in the Municipal Building located at 18 York Street in the City of Lambertville to the members of the public who shall request the same.

STATEMENT of PURPOSE: This ordinance amends the Lambertville Zoning Ordinances, Section Z-1500, Stormwater Management as it pertains to Stormwater Control. This will be the subject of a public hearing at the Planning Board.

A complete copy of this Ordinance is available without cost in the Office of the City Clerk between the hours of 9:00 a.m. and 4:30 p.m. Monday, Wednesday, and Thursday, between the hours of 9:00 am and 12 noon on Friday, and between the hours of 9:00 a.m. and 4:30 p.m.; and on Tuesdays from 9 a.m. to 7:30 p.m.; excluding holidays by contacting the City Clerk at 609-397-0110, ext. 11, via email at cit yclerk@lambertvillenj.org, as well as the City's at website www.lambertvillenj.org.

Cynthia L. Ege CMR, RMC, City Clerk 3/29/2024 THE TIMES \$25.48

PUBLIC NOTICE

Please take notice the Springfield Township Land Development Board meeting scheduled for Tuesday, April 02, 2024 at 7:00 PM has been cancelled.

Date: March 26, 2024

Brandy C. Boyington Land Use Administrator 3/29/24 THE TIMES \$6.24

(!) bids

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

Notice is hereby given that on April 17,2024 at 11:30 A.M. (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty at which time and place the sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

CC2024-10
PROVISION OF BALLOT PRINTING, VOTE BY MAIL ENVELOPES, AND AP-PLICATIONS FOR THE PRIMARY, SPECIAL AND GENERAL ELECTIONS FOR THE MERCER COUNTY CLERK

NOTE: It is the bidder's responsibility to ensure that the proposal package is uploaded by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery. Bid documents may be obtained from the bid platform BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty.

BID/RFP SUBMISSIONS.

Bids shall be electronically uploaded, no physical bids shall be received, opened or honored. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2.

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

Any addenda will be issued on the BidNet website https://www.bidnet direct.com/new-jersey/mercercounty and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this

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

COUNTY OF MERCER, NEW JERSEY Purchasing Department 609 989 6710

REQUEST FOR BIDS – PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety, Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847 Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids

Bid Withdrawal: No bidder may withdraw its bid for 90 days after the

time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty at which time and place the electronically sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

AB2024-05 PROMOTIONAL ITEMS FOR THE COUNTY OF MERCER FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1)YEAR

Specifications and instructions to bidders may be obtained online at ht tps://www.bidnetdirect.com/new-jersey/mercercounty .

BID SUBMISSIONS: Bids shall be electronically uploaded, no physical bids shall be re-ceived, opened or honored. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2.

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

Need assistance registering or obtaining documents on the BidNet platform? Please follow: http://www.mercercounty.org/home/showd ocument?id=19770 or please contact BidNet's Vendor Support Department at 800-835-4603, Option 2.\*Please note registration is free to view, print, download and submit bids electronically for the County of Macroer

NOTE: It is the bidder's responsibility to ensure that the bid package is uploaded by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery. Bid documents may be obtained from the bid platform BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty.

Any Bid Addenda will be issued on the BidNet website https://www.bi dnetdirect.com/new-jersey/mercercounty and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurater.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seg. and N.J.A.C.17:27-1 et seg.

COUNTY OF MERCER, NEW JERSEY Purchasing Department (609)989-6710 3/29/24 THE TIMES \$45.24

East Windsor Regional School District

Notice of Award of Professional Services Contract(s)

for the 2023/24 School Year

- Chasan, Lamparello, Mallon and Cappuzzo - Legal and negotiation services, not to exceed \$10,000.

Connell Foley LLP - Professional services - Cyber Security Consulting, not to exceed \$20,000.

SSP Architectural Group, Inc. - Architect of Records Services;

Hightstown High School - Auditorium Upgrades Phase 2, not to exceed \$98,750.

Hightstown High School and Administration Wing - HVAC Renovation, not to exceed \$1,140,000.

Hightstown High School and Transportation Dept. - Trans formers, not to exceed \$129,500.

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid.
3/29, 4/5, 4/12/24 THE TIMES \$70.20

NOTICE TO BIDDERS
NOTICE TO BIDDERS
Notice is hereby given that on April 16, 2024 at 11:30 A.M. (Prevailing 3/29/24 THE TIMES \$23.40

The governing body of the East Windsor Regional School District has awarded the following contracts without publicly advertising for bids pursuant to the Public School Contracts Law, utilizing the professional services exception to public bidding set forth in N.J.S.A. 18A:18A-5(a)(1). The contract(s) have been awarded (BoE mtg. 3/25/2024) for a term of July 1, 2023 through June 30, 2024
3/25/2024 THE TIMES \$23.40

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### (!) bids

REQUEST FOR BIDS – PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847 Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids Bid Withdrawal: No bidder may withdraw its bid for 90 days after the bid opening date.

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid. 3/29, 4/5, 4/12/24 THE TIMES \$70.20

NOTICE ROWAN COLLEGE at BURLINGTON COUNTY ADVERTISEMENT FOR REQUEST OF PROPOSAL

INTERPRETING SERVICES RFP#-25-02

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Rowan College at Burlington County, 900 College Circle, Evans Hall Rm. 180, Mt. Laurel, NJ 08054, for the request of proposal titled INTER-PRETING SERVICES RFP-25-02, and in accordance with the requirements of the specifications included in the package.

Copies of the proposal document may be requested, in person, by mail, by emailing purchasing@rcbc.edu or calling (856-291-4221). Our address is Rowan College at Burlington County, Purchasing Department, 900 College Circle, Evans Hall Rm. 180, Mt. Laurel, NJ 08054, and our hours of operation are between 9:00 a.m. and 4:45 p.m. Monday through Friday.

Proposals must be in duplicate (one (1) original, one (1) copy and electronic copy) and provided in the manner designated, enclosed in a sealed envelope bearing on the outside of the envelope the name and number of the proposal, as well as the name and address of the Bid-

Deadline for questions is FRIDAY, APRIL 12, 2024, by 2:00 p.m.

Proposals for the above will be received by Rowan College at Burlington County, Purchasing Department, located at 900 College Circle, Evans Hall Rm. 180, Mt. Laurel, NJ 08054, until 2:00 P.M. (Prevailing Time) on THURSDAY, APRIL 25, 2024, and will be publicly opened and read immediately thereafter.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:64A-25.1 et seq., pertaining to the "County College Contracts Law".

"The College reserves the right to conduct interviews and other activities related to the qualifications of the vendors."

All Bidders shall comply with (P.L. 2004, c57) Business Registration Act and proof of their Registration with the New Jersey Department of Treasury, Division of Revenue, shall be submitted with Proposal.

Respondents are advised of their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271, s.3). It is the respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

All bidders are placed on notice that they are required to comply with all requirements of P.L. 1975, C. 127 (N.J.S.A. 10:5-31 through 10:5-38) as implemented by NJAC 17:27.

Rowan College at Burlington County Mt. Laurel, New Jersey Randy Normand, Purchasing Manager

Released: Friday April 5, 2024 4/5/24 THE TIMES

### ADDENDUM NO. ONE

Notice is hereby given that on April 16,2024 at 11:30 A.M. (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty at which time and place the electronic sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

CK09MERCER2024-05 VENDING MACHINE SERVICES FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION TO EXTEND ONE (1) YEAR

Bids shall be electronically uploaded, no physical bids shall be received, opened or honored. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2. Clarifications, amendments, additions, deletions, revisions and modifications are part of the Contract and change the original documents only in the manner and to the extent stated.

Bidders shall complete the Acknowledgement of Receipt of Addendum No. One and shall include the Acknowledgement with their re-

Specifications and bid forms can be obtained through https://www.bid netdirect.com/new-jersey/mercercounty.

It is the responsibility of prospective bidders to check this website for any addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

Bidders are required to comply with the requirements of N 31 et seq. and N.J.A.C. 17:27. COUNTY OF MERCER, NEW JERSEY

Purchasing Department 609 989 6710 CK09MERCER2024-05 4/5/24 THE TIMES

SECTION 001113 - ADVERTISEMENT FOR BIDS NOTICE IS HEREBY GIVEN that sealed Bid Proposals will be received by Hamilton Township School District, Hamilton, NJ 08690 for:

EXTERIOR IMPROVEMENTS AT CROCKETT MIDDLE SCHOOL

2631 Kuser Road Hamilton, NJ 08691

HAMILTON TOWNSHIP SCHOOL DISTRICT 90 Park Avenue Hamilton, New Jersey 08690

In accordance with Drawings and Project Manuals, Commission No. 24Kxxx and NJE.2023.001038, dated APRIL 5, 2024, together with all work incidental thereto as prepared by the SPIEZLE ARCHITECTURAL GROUP, INC., 1395 Yardville Hamilton Square Road, Suite 2A, Hamilton, New Jersey, 08691, and AMTECH SOLUTIONS, 2 White Horse Pike, Suite 1D, Haddon Heights, New Jersey, 08025. Sealed bids for the above must be received as a Single Lump Sum Bid by the Hamilton Township School District, Ms. Katherine Attwood, Business Administrator/Board Secretary at the District Administrator Building located at 90 Park Avenue Hamilton, NJ 08690 by 2:00 PM, prevailing time on Friday, April 19, 2024, at which time all bids will be opened and read to the public immediately thereafter. Neither the Owner, nor the Architect will assume any responsibility for Bids mailed or misdirected in delivery. No bid may be withdrawn for a period of sixty (60) calendar days from the opening of the bids.

Complete sets of Bidding Documents will be available on Spiezle's website at www.spiezle.com/current-bidding/. You will be required to fill out the online contact form to obtain the bidding documents. Should you have any questions, please contact the Architect's office at 866-974-7666.

All bidders must use and complete all bid forms provided in the manner designated and must comply with all requirements contained in the instructions and specifications. Bids shall be placed in a sealed envelope with the name of the project clearly marked on the front of the envelope and accompanied by a bid guarantee in the form of a Certified Check, Cashier's Check, or Bid Bond in the amount of Ten Percent 10% of the bid, but not more than \$20,000.

A pre-bid conference will be held at Crockett Middle School located at 2631 Kuser Road, Hamilton, New Jersey 08691 at 3:30 PM on Friday, April 12, 2024, followed by a tour of the project site(s), prevailing time for the purpose of considering questions posed by the bidders. Due to the special nature of the work involved that can only be seen by an indepth visitation, bidders are STRONGLY ENCOURAGED to visit the project sites as an integral and important element of the bidding process so that all bidders have an equal understanding of the scope of work involved.

SINGLE-OVERALL CONTRACT BID

Sealed Bid Proposals shall be received as follows:

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

C008 - GENERAL CONSTRUCTION

C009 – GENERAL CONSTRUCTION / ALTERATIONS AND ADDITIONS

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

Bidders are required to comply with requirements of N.J.S.A. 10:5-1 et seq., "The Law Against Discrimination," and affirmative action, N.J.S.A. 10:5-31 et seq. and N.J.AC. 17:27-1 et seq.

All bidders and their subcontractors shall be registered with the New Jersey Department of Labor and Workforce Development, pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. Prior to award, bidder must provide a Certificate issued by the New Jersey Department of Labor, pursuant to the Public Works Contractor Registration Act, and a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue for the bidder and all subcontractors (i.e., "named subcontractors") whose prices are included in the Contractor's bid.

Pursuant to P.L. 2009, c.315 and/or N.J.S.A. 52:32-44 Business Registration of Public Contractors, all bids should include a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue of the Bidder and must include that of all subcontractors i.e., "named subcontractors", whose prices are included in the Contractor's bid. If not included with the bid, these documents must be submitted prior to award.

The Owner reserves the right to reject any or all bids and waive any informality in the bidding process in accordance with the law, if it is in the best interest of the Owner. The Contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements. No bid shall be deemed

accepted until the adoption of a formal resolution by the Owner.

ISSUES BY ORDER OF: HAMILTON TOWNSHIP SCHOOL DISTRICT Hamilton Township, Mercer County, New Jersey Ms. Katherine Attwood Business Administrator/Board Secretary 4/5/2024 THE TIMES \$84.24

! notices

The undersigned shall expose for sale in accordance with N.J.S.A. 39:4-56.6 at public sale/auction on 04/12/2024 at 1:00 P.M. at 40 New York Avenue Trenton, New Jersey 08638 the following vehicles 2003 Honda Element VIN: 5J6YH28563L040412,

2003 Dodge Ram 1500 VIN: 1D7HU18N73J597097 &

2005 Acura MDX VIN: 2HNYD18675H540917

which came into possession of Hawk's Towing & Recovery through abandonment or failure of owner's to claim same. The motor vehicles may be examined at the above address.
4/5, 4/7/2024 THE TIMES \$20.28

The undersigned shall expose for sale in accordance with N.J.S.A. 39:4-56.6 at public sale/auction on 04/12/2024 at 1:00 P.M. at 45 Weller Avenue Hamilton Township, New Jersey 08629 the following vehicles:

2013 Subaru Forrester VIN: JF1SG63633H730097,

2014 Mini Cooper VIN: WMWXM7C54ET987790 &

2011 Mazda CX9 VIN: JM3TB3DV6B0327852

which came into possession of Bill's Towing through abandonment or failure of owner's to claim same. The motor vehicles may be examined at the above address.

4/5, 4/7/2024 THE TIMES \$23.40

NJ Division of Mental Health and Addiction Services

Open Public Meeting Notice

Behavioral Health Planning Council Board meetings notice pursuant to

The Open Public Meetings Act.

In accordance with the State of Emergency declared in response to

the COVID-19 situation, the New Jersey Community Mental Health Citizen's  $\,$ 

Advisory Board and the New Jersey Behavioral Health Planning

Council will hold its regular meeting on Wednesday, April 10th, 2024, 10:00 am via video teleconference through the following weblink:

https://teams.microsoft.com/l/meetup-join/19%3ameeting\_NmYwZDdl ZWitODl0Ny000TA0LTkyYjktNGM5ZDZkOGU2ZTkx%40thread.v2/0?cont ext= $\,$ %7 $\,$ b%22Tid%22%3a%225711ee8f-5e83-4145-be03-c551134f4160%22%2c%22Oid%22%3a%226557a2d0-a47b-448e-98e7-32c80ad7ee6d%22%7d Or call in (audio only)

+1 609-300-7196, PIN: 06216820#

By order of the Division of Mental Health and Addiction Services and

Council Liaison Donna Migliorino.

. 4/5/24 THE TIMES \$28.08 GARY C. ZEITZ, L.L.C. 1101 Laurel Oak Road, Suite 170 Voorhees, New Jersey 08043 (856) 857-1222 Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MERCER COUNTY

Docket No. F-12795-23

NOTICE TO REDEEM

BROADWAY NY LLC Plaintiff.

VS.

COMMUNITY STABILIZATION GROUP LLC, et al.

Defendant(s).

TO: COMMUNITY STABILIZATION GROUP LLC

PLEASE TAKE NOTICE that an order made on the 1st day of April, 2024, the Superior Court fixed June 3, 2024, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, prevailing time, at the Office of the Tax Collector of the City of Trenton located at 319 E. State Street, , Trenton, New Jersey, 08608 as the time and place when and where you may pay to the plaintiff the amount so found due for principal and interest on its certificate of tax sale as follows:

found due for principal and interest on its certificate of tax sale as follows:

This action has been instituted for the purpose of foreclosing tax sale certificate #14-0237 dated March 27, 2014, made by the Collector of Taxes for the City of Trenton, County of Mercer and State of New Jersey, and recorded in the office of the Mercer County Clerk/Register in mortgage book 11068, page 572; and covers real estate located at 163 Rosemont Ave, Trenton, County of Mercer and State of New Jersey known as Block 5802, Lot 19 on the tax duplicate of the City of Trenton, and assessed to Community Stabilization Group LLC. Total amount required to redeem is \$15,067.36, together with interest from March 15, 2024, and costs.

And that unless, at the same time and place, you or one of you redeem by paying the aforesaid sum so found due to plaintiff, then you, and each of you shall be debarred and foreclosed of and from all right and equity of redemption of, in and to the lands and premises above set out and described in the complaint and every part thereof, and that the plaintiff be vested with an absolute and indefeasible estate of inheritance in fee simple in said lands and premises.

Anything to the contrary notwithstanding, redemption shall be permitted us until the entry of final jurdement including the whole of the

Anything to the contrary notwithstanding, redemption shall be per-mitted up until the entry of final judgment including the whole of the last date upon which judgment is entered.

Dated: 4.2.24

/s/ Amber J. Monroe AMBER J. MONROE, ESQUIRE Attorney for Plaintiff \$79.14 4/5/24 THE TIMES

City of Trenton Zoning Board of Adjustments

The following appeals from the refusal of the Building Inspector to grant a permit shall be heard at the regular meeting of the Zoning Board of Adjustment on April 17, 2024, at 7:00 p.m. in the Council Chambers, City Hall Trenton New Jersey:

CARRIED

24-Z-1552C 1552 S Clinton Avenue BL: 20208 )208 L: 1-2 Residential "B" Zone

Application by Project Manager Lencio Vazquez of JAG Resources on behalf of Owner/Applicant Jose Torres of 27 Wolf Drive Hamilton Township NJ 08610, after securing an approval for the expansion of the existing grocery/deli is now seeking the Site Plan approval for the expansion onto the adjacent lot increasing food supply to the neighboring are a and to raise one floor level for two residential units. Requesting exception to Chapter 315-96 Use with any/all Bulk Requirements (315-99 thru 100 Parking) if applicable. The applicant is requesting a waiver of the site plan fee while complying with the \$530 Escrow to cover the Administration cost. Requesting exception to Chapter 315-60 Site Plan Approval 60 Site Plan Approval

24-Z-29SUM 29 Summer Street BL: 4004 L: 44 Residential "B" Zone Canal Banks Redevelopment Area

Appeal by Attorney Dwaine Williamson Esq of The Williamson Law Firm, LLC 354 S Broad Street Suite #104, Trenton New Jersey 08608 on behalf of the Owner and Applicant H Group Associates & Investors LLC-John Hendryx to convert the existing single family dwelling unit two-family residential dwelling unit. Unit #1 - 397 square feet of habitable space with one bedroom and Unit #2 - 449 square feet of habitable space with one bedroom. Requesting exception to Chapter 315-96, Permitted Use in Residential B Zone with relief from Bulk Requirements regarding Minimum Net Habitable Area per Unit and Parking (315-99 thru 100 Parking), all other conditions are pre-existing.

NEW

1142 Genesee Street BL: 20412 L: 20 RM-1 Medium Density Residential District 24-Z-1142G

Appeal by Project Manager Lencio Vazquez of IAG Resources and of the Owner/Applicant Rymss LLC Mendy Schummer 5014 16th Avenue Apt #305 Brooklyn New York 11204 to convert a first-floor commercial space (Deli/Grocery Store) with one residential unit into a residential unit approximately 975 square feet - two bedroom (total two units) with ap pre-existing three vehicle parking pad in rear of property. Under Article 13.9: B (1) Site plan is exempt for two-family dwelling unit. Requesting exception to Article 4; E, Residential Districts with all "C" Variances under Table 4-1Demensional Standards and 4.6 General Standards of Applicability B - Parking if applicable.

Block 17806 Lot: 11 Residential "B" Zone

24-Z-411AD Tentatively

4/5/24

Appeal by Attorney Dino Spadaccini 98 Franklin Corner Road Lawrenceville New Jersey 08648, on behalf of the Owner/Applicant 411 Adeline, LLC. located at 411 Adeline Avenue Trenton New Jersey 08611. The Applicant is filing this application for Use Variance, Preliminary and Final Site Plan approval, Bulk Variance, and waiver relief approval in connection with the property commonly known as 411 Adeline Avenue. The Applicant is proposing to convert the school into a multi-family residential building containing Thirty-two (32) units and to convert the former rectory into ten (10) apartments, which are referred to as "communal apartments". The Applicant also proposes associated improvements such as parking, Landscaping, accessible ramps, & etc. Requesting exception to Chapter 315-60 site Plan with any Bulk Requirements under 315-99 and/or 315-120 if necessary.

The City of Trenton Zoning Board of Appeals is held at Council Chambers, 319 E State Street Trenton New Jersey 08608. Plans and applications are available for inspection by APPOINTMENT ONLY. You can make an appointment by calling, 609-989-3530 or 609-989-3549. To view site plans and other related information, you can visit the City of Trenton web site at: www.trentonnj.org under Zoning Board 4/17//2024. Trenton we 4/17//2024.

THE TIMES \$64.74

LESS IS MORE,

411 Adeline Street

The undersigned shall expose for sale in accordance with N.J.S.A. 39:4-56.6 at public sale/auction on 04/12/2024 at 1:00 P.M. at 45 Weller Avenue Hamilton Township, New Jersey 08629 a 2014 Subaru Crosstrek VIN: JF2GPAGC38253825 8 2009 Honda Accord VIN: 1HGCP26719A125347 which came into possession of Bill's Towing through abandonment or failure of owner's to claim same. The motor vehicles may be examined at the above address. 4/5, 4/7/2024 THE TIMES \$12.48

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(!) notices

FILED MARCH 8, 2024 PREPARED BY THE COURT

SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: FAMILY PART MERCER COUNTY -CIVIL ACTION DOCKET NO. FM-11-683-23W

ANA AUGUSTINA RODRIGUEZ

Plaintiff,

ANGEL ALBERTO VALLE.

Defendant,

THIS MATTER having come before the Court, the Hon. Robert Lougy, A.J.S.C., presiding, on the application of Plaintiff Ana Augustina Rodriguez, represented by Rodrigo Sanchez, Esq., for an order permitting service by publication; and it appearing upon a review of the certification of Plaintiff that service of process cannot be effected within the State of New Jersey; and it further appearing that after diligent inquiry and effort, Defendant's whereabouts are unknown; and it further appearing that there is no person who may be served in place of Defendant; and the Court having considered same and for good cause shown: shown;

IT IS on this 8th day of March 2024 ORDERED that:

1. Within twenty-one days of the date of this Order, Plaintiff shall file a notice of the filing of the complaint in the Times of Trenton, a newspaper with circulation in Mercer County.

2. Plaintiff shall file proof of publication by way of affidavit of publication from said newspaper within 21 days of the date of said affidavit.

3. Within thirty-five days of the date of filing of the affidavit of publication with the Court, but no later than MAY 10, 2024, Defendant shall promptly file the answer or written appearance and proof of service thereof in duplicate with the Clerk of the Superior Court, Mercer County, at 175 South Broad Street, Trenton, New Jersey 08650, or via the Judiciary Electronic Document Submission (JEDS) system. More information about JEDS is available here.

4. Failure to file a responsive pleading in accordance with Rule 5:4-3(a), judgment of default, will result in the entry of default against Defendant for the relief demanded in the complaint.

5. Defendant has the right to hire an attorney at her own expense. Defendant may contact the lawyer referral service of the county Mercer by calling 609-585-6200 or completing the form available Rodriguez v. Valle March 8, 2024 here online. If Defendant cannot afford an attorney, Defendant may contact Central Jersey Legal Services at 609-695-6249.

6. If Defendant does not file an answer, appearance, or other responsive pleading. Plaintiff shall request the entry of default no later than MAY 24, 2024. If Plaintiff satisfies all legal requirements for the entry of default (including an affidavit of non-military service), Family Case Management shall schedule the default hearing in this matter on JUNE 24, 2024.

ROBERT LOUGY, A.J.S.C.
THE TIMES

\$50.70





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### bids

REQUEST FOR BIDS – PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847 Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids

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

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid. 3/29, 4/5, 4/12/24 THE TIMES \$70.20

Notice is hereby given that on April 30, 2024 at 11:30 A.M. (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty at which time and place the sealed bids will be opened publicly and read via live-stream by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

### CK09MERCER2024-06

VARIOUS OILS AND LUBRICANTS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF SIX (6) MONTHS AND OPTION TO EXTEND SIX (6) MONTH INTERVALS FOR A PERIOD OF TWO (2) YEARS

NOTE: It is the bidder's responsibility to ensure that the bid package is uploaded by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery. Bid documents may be obtained from the bid platform BidNet Direct at https://www.bidnetdirect.com/new-jersey/mercercounty.

BID SUBMISSIONS: Bids shall be electronically uploaded. NO physical bids shall be re-ceived, opened or honored. Please contact BidNet for any questions or assistance with electronic bid submission 1800-835-4603 Option 2.

BID OPENING INFORMATION
Webinar link/password will be posted in a timely manner for the LiveStream of opening before the bid opening date. During the bid opening process, the bidders will be announced as well as bid amounts. A bid review providing unit prices will not take place at the openings.

Any Bid Addenda will be issued on the BidNet website https://www.bi dnetdirect.com/new-jersey/mercercounty and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this

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

REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER

The County of Mercer is now part of the New Jersey Purchasing Group using BidNet Direct as its electronic bidding service. All new bid opportunities will now be posted and available on the BidNet website.

REGISTER: https://www.bidnetdirect.com/new-jersey/mercercounty

Need assistance registering on the BidNet platform? Please follow: htt p://www.mercercounty.org/home/showdocument?id=19770 or please contact BidNet's Vendor Support Department at 800-835-4603, Option 2. \*Please note registration is free to view, print, download and submit bids electronically for the County of Mercer.

COUNTY OF MERCER, NEW JERSEY Purchasing Department 609 989 6710 4/12/24 THE TIMES \$49.92

Cranbury Township School District

# REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN THAT proposals for school food service management for the Cranbury Township Board of Education will be received by the Board of Education of Cranbury Township, in the County of Middlesex until 11:00 a.m. prevailing time on Friday, May 3, 2024, in the Cranbury Township Board of Education, 23 North Main Street, Cranbury, NJ 08512. The Food Service Management Company will provide management services according to the United States Department of Agriculture(USDA) regulations and guidelines, as well as all other applicable state and federal laws. Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et. Seq. The Food Service Management Company must currently be registered with the New Jersey Department of Agriculture (NJDA) Division of Food and Nutrition.

A request for proposal may be obtained by contacting the Cranbury Township Board of Education, 23 North Main Street, Cranbury, NJ 08512 or calling 609-395-1700 x221, or under the Board of Education page on the district website at cranburyschool.org. Proposals must be in accordance with New Jersey Department of Agriculture regulations. No proposal will be received after the time specified above for opening, nor will any proposal allowed to be modified or withdrawn after the time set for the opening. The Cranbury Board of Education reserves the right to accept or reject proposals.

The Cranbury Township Board of Education is an affirmative action employer and pursuant to Federal and State regulations (Executive Order 11246) as amended and N.J.S.A. 18A:36-20 as amended, as well as N.J.A.C. 6A:4-1.6, we hereby advise you of our intent to transact business only with other affirmative action employers. Any contractors and sub-contractors with whom we contract are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, gender or sexual orientation. Proposers must also comply with the requirement of P. L. 1975, c. 127.

All proposals must be submitted no later than May 3, 2024 at 11:00 am. All proposals should be delivered in a sealed envelope marked "Food Service Management Company Proposal" and addressed to Cranbury Board of Education Business Office 23 N. Main St. Cranbury, NJ 08512.

By order of: Dana Sullivan Interim Business Administrator/Board Secretary Cranbury Township Board of Education 23 North Main Street, Cranbury, NJ 08512 4/12/24 THE TIMES \$38

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NOTICE TO BIDDERS Addendum #1 April 12, 2024

NOTICE IS HEREBY GIVEN that Addendum #1 has been issued electronically by the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 for the following:

TITLE: POST-CLOSING REVIEW FUNCTION RFP

BID OPENING DATE/TIME: April 24, 2024 at 11 AM (EST)

REASON FOR ADDENDUM: Questions and Answers

Bid documents may be obtained by visiting the Agency's Procurement Portal at: https://njhmfa.bonfirehub.com

All bids must be submitted electronically through the Agency's Procurement Portal. No bids will be received after the bid opening date and time. The Agency reserves the right to reject any and all bids.

The Agency encourages the participation of SBE, Veterans, Disabled Veteran-owned businesses, MBE and WBE Vendors both as prime contractors and subcontractors.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. 4/12/24 THE TIMES \$28.86

BOROUGH OF HOPEWELL COUNTY OF MERCER, NEW JERSEY

NOTICE OF PUBLIC HEARING MONDAY, MAY 13, 2024 7 P.M.

PLEASE TAKE NOTICE THAT the Mayor and Council of the Borough of Hopewell, Mercer County, New Jersey, shall hold a public hearing in the Court Room at Hopewell Borough Hall, 88 East Broad Street, Hopewell, NJ 08525, on Monday, May 13, 2024 at 7:00 p.m. prevailing time on the following:

PROPOSED EMERGENT CONDITIONS CERTIFICATION UNDER THE WA-

TER INFRASTRUCTURE PROTECTION ACT N.J.S.A 58:30-1 et seq. ("WIPA")

PLEASE TAKE FURTHER NOTICE as follows:

1. By resolution adopted on April 4, 2024, the Borough Council formally accepted and approved the March 28, 2024 report entitled "Water System Evaluation Report" ("Financial Report") by independent financial advisor Phoenix Advisors, LLC ("Phoenix") which reviewed, analyzed and reported on the value of the Borough's water system and short and long term impacts to rate-payers of the cash-flow structure of a sale of the system and provided an estimate as to the financial requirements necessary to address the Borough's identified emergent conditions and to operate and maintain the system. This report is available for public review on the Borough's website.

2. Based on the Financial Report, the Borough's extensive re-search and analysis and Borough Engineer Boswell Engineering's con-tinued engineering analysis and reporting, the Borough believes that at least two of the five emergent conditions as identified in WIPA exist,

N.J.S.A. 58:30-5b.(3) - Condition #3

"There is a present deficiency or violation of maximum contaminant levels established pursuant to the 'Safe Drinking Water Act,' P.L. 1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater" to wit:

pressure, or distribution or treatment of wastewater" to wit:

1. The Borough is working with the New Jersey Department of Environmental Protection and Borough consultants to take corrective action to comply with the NJDEP's: (a) July 7, 2022 Notice of Non-Compliance (for exceedance of the MCL (Maximum Contaminant Level) for Perfluorooctane Sulfonic Acid (PFOS) for Well No. 4); and (b) September 14, 2023 Notice of Non-Compliance (for failure to remediate the MCL within one year). Although current levels do not presently exceed the PFOS MCL, the NDEP requires that the Borough take corrective action to remediate this condition at Well No. 4.

2. Well No. 4 is currently the only Borough well in operation, for the following reasons:
a. Water from Well No. 6 contains arsenic at concentrations above the Safe Drinking Water Act standards, which the Borough cannot afford to treat. Consequently, Well No. 6 has been out of service since 2000.
b. Wells No. 2 and No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentrations exceeding Safe Drinking Water Act standards, which the Borough could not afford to treat. Both Wells No. 2 and No. 5 have been permanently sealed.

Consequently since April 2016 the Borough has been unable to pro-

sealed. Consequently, since April 2016, the Borough has been unable to produce a sufficient volume of water using its own local assets to meet system demand, and must meet its demand with water purchased from New Jersey American Water. Well No. 4 provides 40% of water needed to run the system, and 60% is purchased from NJAW.

N.J.S.A. 58:30-5b.(5) - Condition #5

"The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing [emergent conditions #1 through #4] on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis", to wit:

1. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to bring it back online.

2. The Borough lacks the financial, technical and managerial capacity to own and operate the system in a way that supports economic activity in the Borough on a sustainable basis, and as follows:

a. The Borough lacks the financial capacity to invest in the system and undertake and continue the necessary capital improvements to the system now and the future. Based on the information provided in the February 2024 Water Asset Management Report by Borough Engineer Boswell Engineering and 3 Year Capital Plan therein, there is a need for significant financial investment and repairs to the infrastructure of the Borough's system. The Borough is not in the position to perform sustainable maintenance of the system nor fund the system's capital needs.

1. Additionally, the Borough lacks the financial capacity the complete the system of the system of the system's capital needs.

capital needs.

1. Additionally, the Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the water system within the mandatory 10-year statutory timeframe required for replacements by the NIDEP. Such improvements are not included in the Borough's 3 Year Capital Plan.

1. The Borough lacks the ability to properly staff the system with the technical and managerial expertise required to operate the system.

2. The Borough cannot undertake the above with-

operate the system.

C. The Borough cannot undertake the above without increasing water rates for users to a level that deters and significantly cripples economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.

3. Phoenix's findings, as set forth in its Financial Report, can be summarized as follows:

A. Due to (i) the rising cost of bulk water purchases; (ii) unfore-seen expenditures for leak detection and remediation; and (iii) defer-red capital investment, the system operated at a \$100,000 deficit in 2023 and is facing a 55% rate increase in 2024.

B. The Borough Engineer has identified approximately \$6 million of capital improvements required in the next three (3) years, approximately \$2.4 million of which would go towards remediation of two (2) wells (Wells No. 4 and No. 6). Although the Borough is pursuing grants to offset a portion of these costs, the projected debt service on the balance of those capital improvements is prohibitively high as compared to the current budget.

C. If the Borough were to retain the system, the required rate structure would be significantly higher than that of comparable nearby water systems.

D. If the Borough were to sell the system, the estimated sales price could be between \$4.5 million and \$6.5 million and the proceeds could be used to pay down existing debt, resulting in direct budgetary savings to the Borough.

4. The Borough's Certification of Emergent Conditions will be publicly considered and evaluated at the May 13, 2024 public hearing, and is in anticipation of the proposed sale of the Borough's water as-sets to a capable private or public entity in accordance with WIPA.

Regina Toth, RMC Clerk of the Borough of Hopewell 4/12/24 THE TIMES \$109.20

NOTICE TO BIDDERS

THE PENNSBURY SCHOOL DISTRICT IS SEEKING PROPOSALS FOR

Construction Project Management Services

Proposals will be accepted at the Pennsbury School District Administrative Office, 134 Yardley Avenue, Fallsington, PA 19054 until 4:00 PM, on Monday, April 29th, 2024. Proposals must be delivered to the Business Office to the attention of Chris Berdnik, CFO cberdnik@penns burysd.org, clearly marked with the proposal name and number. Three copies and one electronic copy will be required for this proposal. Any questions regarding the proposal should be directed to George Stelll, Director of Facilities, gsteill@pennsburysd.org. There is a mandatory pre-proposal meeting on April 18th, 2024. The document required to submit the proposal will be available on the Pennsbury District website under current bids and proposals, https://www.pennsburysd.org/Page/350 The Pennsbury School District reserves the right to reject any or all proposals, waive any informality in any proposal, to eliminate or reduce items or quantities and to exercise its judgement as to the comparative merit of the products and services offered.

Chris Berdnik Board Secretary 4/12, 4/17, 4/23/24 THE TIMES

NOTICE TO BIDDERS Princeton Public School District Mercer County, New Jersey

NOTICE IS HEREBY GIVEN that the Princeton Public Schools Board of Education ("Owner") will receive bids for Renovations to Trainers' Suite at Princeton High School, together with all work incidental thereto, in accordance with the requirements of the drawings and specifications prepared by Fraytak Veisz Hopkins Duthie, P.C. (FVHD), Architects-Planners, FVHD Project #5542, www.fvhdpc.com.

Bids will be received for: Single Overall Contract (C008 or C009 with C030, C032, C047)

Bid Documents for the proposed Work are on file at the office of the Architect, Fraytak Veisz Hopkins Duthie, P.C., 1515 Lower Ferry Road, Trenton, NJ 08618, tel. 609.883.7101. To obtain Bid Documents, complete the Bidder Registration form which can be downloaded from https://fvhdpc.com/bids/bidlisting and emailed to info@fvhdpc.com, Ref. FVHD-5542. No fee electronically, \$25.00 DVD, \$250.00 hard copy. Check or money order payable to Fraytak Veisz Hopkins Duthie, P.C. If Bidder requests shipping, a direct shipping account number (FedEx or UPS) and preferred shipping speed must be provided and for paper sets, a separate fee of \$25.00 per set. All fees are non-refundable.

Prebid Meeting is scheduled for Thursday, April 18, 2024, 2:00 PM, at Princeton High School Main Office, 151 Moore Street, Princeton, NJ 08540. Attendance at the prebid meeting is optional but encouraged.

All Requests for Information (RFI) must be submitted in writing by April 24, 2024, and sent to info@fvhdpc.com, or fax to 609-883-2694 or via common carrier to the Architect. All correspondence must include the Architect Project Name and Project Number referenced. The Architect is not responsible for misdirected or misrouted correspondence.

Sealed Bids are due by Thursday, May 9, 2024, 2:00 PM, to Princeton Public Schools Board of Education, Attn: Matthew Bouldin, 25 Valley Road, Princeton, NJ 08540, and will be publicly opened and read immediately thereafter. Any Bid received after that time shall be rejected.

Bid Proposal shall be submitted in duplicate (one original and one copy) in a sealed envelope, addressed to the Owner, bearing the name and address of the bidder, and clearly marked "BID" with the contract title and/or bid number on the outside of the envelope and must be accompanied by a Certified Check, Cashier's Check or Bid Bond drawn to the order of the Owner in the amount of ten percent (10%) of the amount of the bid, but in no case in excess of \$20,000; and must be delivered to the above place on or before the hour named. The Board of Education and the Architect assume no responsibility for bids mailed or misdirected in delivery.

If the bid exceeds \$20,000 bidder must be pre-qualified by the New Jersey Division of Property Management and Construction (DPMC), prior to the date that bids are received. Any bid submitted under the terms of New Jersey statutes not including a copy of a valid and active Pre-qualification/ Classification Certificate shall be rejected as being non-responsive to bid requirements.

Pursuant to N.J.S.A. 18A:18A-25, each proposal shall be accompanied by a Proposition of Surety from a Surety Company stating it will provide each bidder with separate Performance and Payment Bonds, each in the amount of 100% of the contract sum. Also, Surety agrees to furnish bidder with a Maintenance Bond in required form. The Proposition of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with N.J.S.A. 2A:44-143, and 2A:44-144 and with AM BEST rating of A- or better companies nationally recognized.

This project is subject to the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq. All bidders must comply with N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq. and N.J.S.A. 10:2-1. An Initial Project Workforce Report will be required from the successful bidder (Form AA-201).

Pursuant to "The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq., bidders and their subcontractors are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received.

No bidder who is on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders shall be eligible to bid on this project. Per N.J.S.A. 52:32-44(b) all contractors and subcontractors must provide a Business Registration Certificate prior to contract award.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The right is reserved to reject all bids pursuant to N.J.S.A. 18A:18A-22 and to waive minor informalities in the bidding in accordance with applicable law.

Princeton Public Schools Board of Education Matthew Bouldin, Business Administrator/Board Secretary 4/12/24 THE TIMES \$75.66

(!) notices

TOWNSHIP OF CRANBURY
Notice of Final Adoption
The Ordinance was adopted after a Public Hearing on said Ordinance,
where parties in interest and citizens had the opportunity to be heard.
The full text of this Ordinance is available at the Office of the Municipal
Clerk, as well as, on the Township's website:
www.cranburytownship.org.

CRANBURY TOWNSHIP ORDINANCE NO. 03-24-06 AN ORDINANCE OF THE TOWNSHIP OF CRANBURY, COUNTY OF MIDDLESSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 5 "POLICE DEPARTMENT" TO CREATE A POSITION FOR POLICE CHAPLAIN

Debra A. Rubin, RMC Municipal Clerk \$14.26

THE TIMES TOWNSHIP OF CRANBURY Notice of Final Adoption

The Ordinance was adopted after a Public Hearing on said Ordinance, where parties in interest and citizens had the opportunity to be heard. The full text of this Ordinance is available at the Office of the Municipal Clerk, as well as, on the Township's website: www.cranburytownship.org

ORDINANCE NO. 03-24-08
AN ORDINANCE CREATING IN THE CODE OF THE TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NJ, CHAPTER 31 ENTITLED "PARKS AND RECREATION COMMISSION"

Debra A. Rubin, RMC Municipal Clerk \$13.26

THE TIMES 4/12/24 TOWNSHIP OF CRANBURY Notice of Final Adoption

The Ordinance was adopted after a Public Hearing on said Ordinance, where parties in interest and citizens had the opportunity to be heard. The full text of this Ordinance is available at the Office of the Municipal Clerk, as well as, on the Township's website: www.cranburytownship.org.

CRANBURY TOWNSHIP ORDINANCE 03-24-09
AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NJ, CHAPTER 108 ENTITLED "PARKS AND RECREATION"

Debra A. Rubin, RMC Municipal Clerk \$13.26

THE TIMES 4/12/24 TOWNSHIP OF CRANBURY Notice of Final Adoption

The Ordinance was adopted after a Public Hearing on said Ordinance, where parties in interest and citizens had the opportunity to be heard. The full text of this Ordinance is available at the Office of the Municipal Clerk, as well as, on the Township's website: www.cranburytownship.org.

CRANBURY TOWNSHIP ORDINANCE # 03-24-07 AN ORDINANCE REPEALING THE PARKS COMMISSION CHAPTER 32 AND RECREATION COMMISSION CHAPTER 36

Debra A. Rubin, RMC Municipal Clerk \$12.48

THE TIMES

TOWNSHIP OF CRANBURY Notice of Pending Ordinance

The following Ordinance was introduced on first reading at a regular meeting of the Township Committee, Township of Cranbury, County of Middlesex, on April 8, 2024. A Public Hearing on said Ordinance, where parties in interest and citizens will have the opportunity to be heard, will be held on April 22, 2024, at 7:00 p.m. in the meeting room of Town Hall, 23-A North Main Street, Cranbury, New Jersey or at any time and place to which such meeting may be adjourned, including remote access. The full text of this Ordinance is available at the Office of the Municipal Clerk and is posted on the Bulletin Board at Town Hall, as well as, on the Township's website: www.cranburytownship.org.

CRANBURY TOWNSHIP ORDINANCE 04-24-10

AN ORDINANCE OF THE TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY REGULATING THE STORAGE OF SALT AND OTHER GRANULAR DE-ICING MATERIAL PURSUANT TO THE TOWNSHIP'S MS4 PERMIT REQUIREMENTS

Synopsis: This ordinance establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the municipality (privately-owned), including residences, in Cranbury Township to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply

Debra A. Rubin, RMC Municipal Clerk \$24.18

THE TIMES

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Order Invoice Text:

PEPPM 2024 Marketplace Bid

90 LAWTON LANE

Milton PA 17847

STATE OF NEW YORK)

:SS.:

COUNTY OF ERIE)

The undersigned, being duly sworn, says that he/she is a Authorized Custodian of Records 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:

03/29/2024, 04/05/2024, 04/12/2024

George Hearst, Publisher

By: MOVA HUMPIN		
Nora Hewson		
Authorized Designee of George Hearst, Publisher of the Ti	mes Union	
Subscribed and sworn to before me, this 12 day of _	April	20_24
Notary Public Signature		

Clementine Nsengiyumva Notary Public - State of New York No. 01NS0017618 Qualified in Erie County Commission Expires 12/04/2027

### REQUEST FOR BIDS – PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at <a href="www.epylon.com">www.epylon.com</a> Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847 Registration: Required at <a href="www.epylon.com">www.epylon.com</a> (no fee)

Details and Bid Documents available at: www.peppm.org/bids

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

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid.

### **Proof of Publication**

THE BAKERSFIELD CALIFORNIAN 3700 PEGASUS DR STE 100 BAKERSFIELD, CA 93308 Ad Number: 322686 PO #: Edition: CALC Run Times 3

Class Code LEGAL NOTICES

Start Date 03/28/2024 Stop Date 04/11/2024

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Total Cost \$824.96 Account 100468

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DANVILLE CA 94526

US

STATE OF CALIFORNIA COUNTY OF KERN

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

03/28/2024 04/04/2024 04/11/2024

Solicitor I.D.: 0

First Text REQUEST FOR BIDS PEPPM CO

Ad Number 322686

REQUEST FOR BIDS - PEPPM Cooperative Purchasing Program

Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidders control. The bidders marketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies. Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET Submission: Electronic bids at www.epylon.com Public Bid Opening: May 9, 2024, 3:00 pm ET, CSIU, 90 Lawton Lane, Milton, PA 17847

Registration: Required at www.epylon.com (no fee)

Details and Bid Documents available at: www.peppm.org/bids

Bid Withdrawal: No bidder may withdraw its bid for 90 days after the bid opening

The CSIU reserves the right to accept or reject any or all bids and/or to waive any or all informalities or irregularities in a bid.

March 28, April 4, 11, 2024 322686

ALL IN YEAR 2024

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT, THE FOREGOING IS TRUE AND CORRECT.

DATED AT BAKERSFIELD CALIFORNIA



April 12, 2024

### **Affidavit of Publication**

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.

A public notice ad was placed by Central Susquehanna Intermediate Unit and was published in said newspaper within the marketplace section of the National USA Today Marketplace on March 29, 2024, April 5, 2024 and April 12, 2024.

Anthony Pacini

On this day of M, LaLY, I attest that the attached document is a true, exact, complete, and

Notary

# **'Rusty' Scottie Scheffler** fires bogey-free round

### World No. 1 going for third Tour win in a row

**Cameron Jourdan** 

Golfweek | USA TODAY Network

HOUSTON - Coming into the week at Memorial Park Golf Course, Scottie Scheffler said he was rusty.

Sure, rust is a bit different when you're the No. 1 player in the world against an average Joe on the local muni. But this week, the local muni is hosting the best players in the world at the 2024 Texas Children's Houston Open. And Scheffler, coming off consecutive victories at the Arnold Palmer Invitational and Players Championship, certainly didn't show any rust Thursday.

He opened with a bogey-free 5-under 65 and trailed Taylor Moore by one shot after the morning wave in Houston. If there were any signs of rust, Scheffler missed 11 of 18 greens, including his first three, but he gained nearly 2.5 strokes putting on the day.

"Yeah, I would say some key up-anddowns," Scheffler said. "I made a nice putt there at the first to kind of get the round going and made some really nice up and downs after that."

This season, 43% of Scheffler's rounds have been 66 or better (12).

Scheffler held the lead for most of the back nine during his opening round. That was until Moore, who was defending his title last week at the Valspar Championship, made a birdie on the par-5 16th to sign for 6-under 64.

Starting on the back nine, Scheffler birdied Nos. 13 and 17 to turn in 2-under 33. Then on the back, consecutive circles on Nos. 2 and 3 propelled him into a share for the lead. Then he drained another putt on the fifth to take the solo lead for a bit.

If Scheffler were to win this weekend, he would be the first player to win three straight PGA Tour starts since Dustin Johnson in 2017. He would be the first to capture three consecutive stroke-play events since Rory McIlroy in 2014.

"I had a solid round," Scheffler added. "Kept the card clean. Bogey free is always nice, especially around a golf course like this. It's nice to be able to keep the card clean, like I said."

For Moore, he began his round Thursday with a bogey, but a chip-in eagle on the par-5 third hole sparked his game. He turned in 31 and added birdies on Nos. 15 and 16 coming home to take the clubhouse lead after the morning wave.

As good as Scheffler was on the tricky greens at Memorial Park, Moore was better, gaining nearly three shots and more than 2.5 in Strokes Gained: Around the Greens.

"Hit a lot of greens," Moore said. "After the first hole, just tried to see how



Scottie Scheffler reacts after his chip shot on the first green in the first round of the Texas Children's **Houston Open.** 

THOMAS SHEA/USA TODAY SPORTS

many greens I could hit. Got off to a little bit of a jump start there on 3, chipped in for eagle on 3 and birdied 4. Yeah, just got into the round."

Moore said he perhaps felt a bit more relaxed this week than he did as defending champion last week but added he doesn't get too caught up in the pressure of a single event.

Joe Highsmith matched Scheffler with a 65. The PGA Tour rookie has missed the cut in four of his seven starts this season but did finish T-6 at the Puerto Rico Open.

"I putted really well. I'll be curious to see what the stats show, but it just was very solid kind of all around," Highsmith said. "I only made maybe one or two mistakes out there. It felt great, like everything was just right on. I was hitting it where I was looking; I feel like I was in a good frame of mind all day."

Beau Hossler, Aaron Rai and Adam Svensson each shot 66 Thursday morning and shared fourth behind Moore and Scheffler.

Playing with the world No. 1, last week's victor Peter Malnati shot 68 while Will Zalatoris struggled in his 4-

# **UNC** star says he gets messages from bettors

Jordan Mendoza USA TODAY

LOS ANGELES - As NCAA President Charlie Baker calls for a ban on prop bets on college athletes, North Carolina basketball star Armando Bacot admitted he's gotten messages from angry bettors mad at his performance in

"It's terrible," Bacot said. "Even at the last game, I guess I didn't get enough rebounds or something. I thought I played pretty good last game, but I looked at my DMs and I got, like, over 100 messages from people telling me I sucked and stuff like that because I didn't get enough rebounds.

"I think it's definitely a little out of hand. But at the same time too, I get the point of it. Like, if you bet a lot of money on something, and you're, like, one pick away and somebody messes it up, I understand the part of fans being mad. But it's annoying, too, at times."

Bacot scored 18 points and pulled down seven rebounds in the win against Michigan State, which set up Thursday's Sweet 16 game versus Alabama.

His comments came the same day Baker called for a ban on collegiate prop bets, which are wagers placed on specific athletes that typically involve an log on the fire."

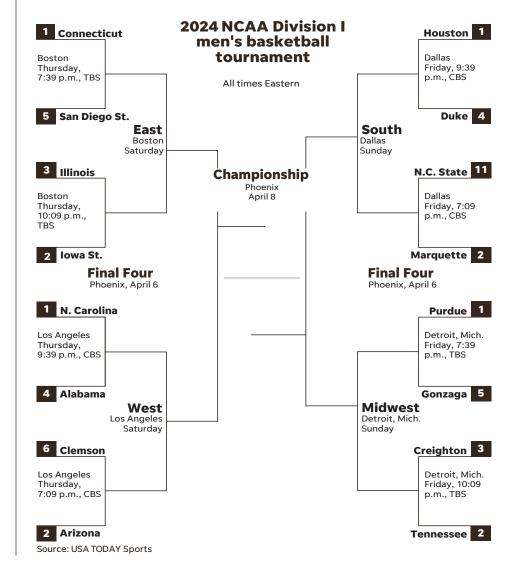
over/under related to their stats. His request came after the NBA launched an investigation into Toronto Raptors forward Jontay Porter over betting irregularities involving prop bets.

"Sports betting issues are on the rise across the country with prop bets continuing to threaten the integrity of competition and leading to student-athletes getting harassed," Baker said on social media. "The NCAA has been working with states to deal with these threats and many are responding by banning college prop bets."

Bacot wasn't the only person Wednesday to comment on the ugly side of sports betting. Clemson men's basketball coach Brad Brownell said earlier that the team has gotten phone calls in its office and it's something that "worries me tremendously."

"People are extremely aggressive these days," Brownell said. "We get phone calls in our office sometimes. When things obviously don't go a bettor's way, we get some nasty calls. I know players probably get that through social media.

"It's a really unique time with everything going on in college athletics, and now the gambling piece is a whole other



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is Alive. I was born on December 5, 1980, at 1:21pm at Sinai Hospital Detroit Michiganian. I came out of my mother's wound as a living, feeling, and live human being weighing 7 pounds and 5 ounces at 20 inches long, brown eyes and I'm a female. I'm living now and I have xercised my rights to revoke all durable power of attorney. I revoke and cancel all contracts with the state of Michigan. I'm a private citizen and I have been stripped of my identity. As of March 25, 2024, I'm Alive and I'm taking action. Shanina-Lynn:Tyus

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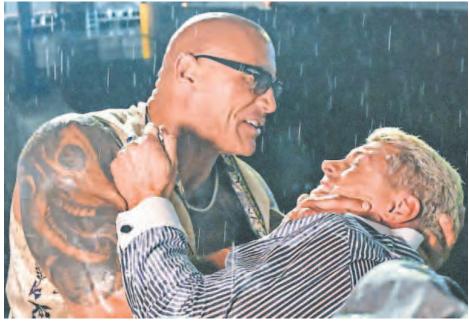
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The Rock, left, has been a menace to Cody Rhodes in recent weeks on WWE programming as well as social media. PROVIDED BY WWE.COM

# WrestleMania

Continued from Page 1B

than 1,300 days.

Rhodes has his own familial history: His legendary father Dusty, who died in 2015, never won the WWE belt, and in a rematch Cody vies with Reigns for the title on Sunday and a chance to "finish the story." But first Rhodes has to win the Saturday tag-team match, or else it's "Bloodline rules," which pretty much means shenanigans and chicanery are afoot.

Pro wrestling always has been best when it can weave elements of the real and fictional. Fans long wanted Rock to battle Reigns to see who is the real "tribal chief" of their extended Samoan family, which has deep, long-lasting roots in the wrestling community. (It even was teased in passing on an episode of Johnson's former NBC biographical sitcom "Young Rock.") That looked to be finally in the cards for Wrestle Mania this year, though at live events the crowds made it clear that Rhodes was their guy. Some nasty slaps, heated personal insults and one heel turn later, the Rock is now feuding with Rhodes and leaving him in a bloody mess in the rain on WWE programming, or dropping a curse-laden, 20-minute Instagram diatribe as if it were a surprise Beyoncé track.

Along with fellow grapplers-turned-actors Dave Bautista and John Cena, Johnson occasionally has returned to the WWE ring over the years. During last year's actors' strike, Cena came back for a spell to work with younger talent (including the Bloodline's Solo Sikoa). Johnson usually is brought back as the electrifying "people's champion," since he doesn't often play the heavy on the big screen. But this in-ring Rock variation is refreshing, because Johnson's committed to tweaking a character we know and brilliantly changing his own game.

He first broke bad in the '90s, after the babyface "Rocky Maivia" character failed and the Rock was born: a cocky, eyebrow-raising baddie everybody loved to hate (and eventually just plain ol' loved). This current take on "Hollywood Rock" still has tons of charisma, but he's dangerous and unpredictable. Johnson sang a strain from his "Moana" song "You're Welcome" as a threatening overture toward Rhodes' mom, and has even goofed on his dog. (So far, Rhodes' wife and kid have been spared, but hey, it's not showtime yet.)

More important, after the high-profile miss of his DC superhero movie "Black Adam," Johnson's showing how creative he can be. The family aspect ups the emotional stakes. Even as heels, you understand why Rock and Reigns fight for their people's honor. At 51, Johnson naturally exudes more tough-guy gravitas than he did 25 years ago. And like any good actor, he's making everybody around him better: This Rock has lifted up the popular Rhodes as even more of a beloved folk hero than he already was, made the flamboyant Rollins much more interesting and created a spicy "who will turn on whom first?" vibe alongside Reigns. Plus he just looks like he's having a blast, even as crowds gleefully chant "Rocky sucks" once again.

Sadly, it might not last as long as we might like. Johnson will presumably be on good behavior when inducting his grandmother Lia Maivia into the WWE Hall of Fame Friday night. And even though he now sits on the board of directors at TKO (which owns WWE and UFC), at some point Hollywood will come calling again: While promoting the Christmas movie "Red One" later this year, Johnson probably won't be telling a reporter to know their role and shut their mouth.

But Johnson knows *his* role right now, and is absolutely killing it. "Professional wrestling is cool," he told the crowd Monday. And the Rock is cooking up a reminder of how great he can be for old-school fans, while taking newbies on a deliciously dastardly ride



That takes the cake: Olivia Colman says she couldn't believe "Wicked Little Letters" was based on a true story. "I was like, 'Oh, my God, this is real?!' "PROVIDED BY PARISA TAGHIZADEH/ SONY PICTURES CLASSICS

# **Letters**

Continued from Page 1B

and I knew what it meant and it was never shocking. But now I've got kids, and I remember saying to them, "When you're 18, the morning you wake up, you can say all the words you like! But until then, you're not allowed to." It just doesn't sit nicely. In a kid's mouth, swearing just makes me feel uncomfortable. But a naughty word can be so helpful sometimes. There can be a real power to it.

Sharrock: Particularly if you restrict it. You're teaching them when it's appropriate and when it's not, and also to own it. You have to pick and choose when you use it.

What do you think is one of the funniest insults?

Colman: I remember one time, somebody was driving so aggressively on the motorway. My husband, Ed (Sinclair), could have been raging about it, but instead, he was like, "Oh, you silly sausage!" It made us all giggle.

Olivia, have you spoken to Emma

Stone (Colman's co-star in "The Favourite") since her Oscar win? Colman: Yes! I left a screaming voice

message for her and she left a screaming message back for me, which was lovely. She was quite hoarse. It was so exciting.

Speaking of Oscar movies, Helen

Speaking of Oscar movies, Helen Mirren recently said that you filmed a "Barbie" cameo with her that wound up getting cut. What do you recall about shooting it?

Colman: It was really good fun! I was only there for a couple hours. And then when the film was due to be released, I had a call with David Heyman, the producer, who was just like, "I'm terribly sorry! The film was too long and it didn't add to the story." And he was right! It actually worked out brilliantly because I got paid for it and no one could say that I was bad in the film. So it was kind of perfect. But I didn't get to meet Ryan (Gosling) and I was really cross about that.



Colman, from left, Thea Sharrock and Jessie Buckley attend the film's Paris premiere in February. PASCAL LE SEGRETAIN/GETTY IMAGES

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# Rice crash a warning to players everywhere



**Jarrett Bell** Columnist **USA TODAY** 

Decisions, decisions.

Rashee Rice apparently thought it was no big deal to risk his world - and lives that included his own, and his reputation, and an NFL career, and tremendous sums of money - by recklessly racing on North Central Expressway in Dallas in late March.

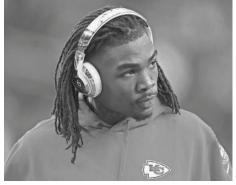
And look at him now.

The 23-year-old Kansas City Chiefs receiver, who capped his rookie season nearly two months ago in the winner's circle at Super Bowl 58, is facing eight felony counts stemming from his involvement in the multi-vehicle crash. The much-anticipated charges came down Wednesday, with Rice given 24 hours to turn himself in to Dallas police. What a shame.

If you saw the dashcam video of the crash, you know. Let the church say Amen. It's a miracle that no one was killed when Rice, driving a leased Lamborghini Urus SUV. and Theodore Knox (believed to be an SMU football player), driving a Corvette registered to Rice, foolishly tried squeezing by traffic at a high speed along the left shoulder to ignite the chain-reaction collision that took out six other cars.

It's also a pitiful reminder of how one bad decision can change the course of life. Rice could be sentenced to prison, with the charges including one count of aggravated assault, one count of collision involving serious bodily injury and six counts of collision involving injury.

Imagine how this resonates with Chiefs coach Andy Reid, given the controversy that flared in March when Missouri Gov. Mike Parson commuted the



Rookie wide receiver Rashee Rice played in the Chiefs' Super Bowl 58 win on Feb. 11. JAMIE SQUIRE/GETTY IMAGES

sentence of Britt Reid, the coach's son and a former linebackers coach for Kansas City. Britt Reid served less than half of his three-year sentence in prison for his drunken-driving crash after leaving the team's headquarters during the week of Super Bowl 55, which left 5year-old Ariel Young hospitalized for two months and in a coma for 11 days. Reid will complete the remainder of his sentence under house arrest.

The Chiefs haven't commented on the situation involving Rice, but the NFL is obviously monitoring it against the backdrop of its personal conduct policy. A suspension and/or fine could follow.

But why? Rice's attorney, Texas state Sen. Royce West, confirmed during a news conference last week that Rice was behind the wheel of the SUV but suggested that his client shouldn't be judged for one mistake. Sorry, but this was no slip-up that could be attributed to youthful naïveté.

For all the skill, dedication and health that it took for Rice to make it to the NFL - he progressed steadily last season and set an NFL postseason rookie record with 26 receptions – he was willing to gamble it away for the thrill of a freeway race? Makes no sense.

Even worse, Rice layered another bad decision on top of the initial choice. Rice, along with Knox and their passengers, quickly fled from the scene on foot. Amid the chaos after the crash, with vehicles spun out of control and scattered wreckage, he walked away.

That was some kind of arrogance. Rice, and his companions, didn't have enough concern or empathy to check on the innocent people who were in the wrong place at the wrong time to absorb the collisions. And never mind the duty of exchanging insurance information at the scene. Just heartless.

One of the victims, Kayla Quinn, told WFAA-TV that her vehicle was hit by both of the racing cars, in the side and in the rear, with her 4-year-old son in the back seat. She described the trauma inflicted on her little boy; she said he shook uncontrollably for an hour. The next day, she said, the entire left side of her body ached. She also expressed gratitude that it wasn't worse.

Rice issued a statement April 3, maintaining, "I take full responsibility," which undoubtedly will be addressed with whatever civil lawsuits or settlements could come.

West doubled down the next day by declaring that Rice will do "everything in his power" to help victims recover from injuries and recoup losses from property damage.

"He'll make sure that he is responsible for helping them get through that particular part of this," West said.

That was a rather surprising promise from a defense attorney. With charges inevitable at that point, along with video evidence and Rice's acknowledgment to police of his role as a driver, it struck me as the type of statement one would make while trying to soften the blow from the serious criminal charges.

Rice's actions at the scene made a

bigger statement. He walked away.

According to the police report, 10.8 grams of marijuana were found in the vehicles Rice was driving. A check for \$16,500 was left at the scene. And no, Rice didn't bother to take his Chiefs playbook with him as he left the scene.

Before the Chiefs selected Rice with a second-round pick, you can believe they conducted the requisite background checks to get a sense of his character. It's part of the draft process. No, a football team isn't a collection of choirbovs. Yet even the best personnel evaluators will admit that it can be difficult to project how some prospects will carry on after they've made the big stage.

I don't know if there were any red flags with Rice or not. But what's been revealed with his current mess is now on his resume.

It's sadly ironic that for all the issues the Chiefs had throughout the season with the reliability and assorted gaffes from Patrick Mahomes' corps of wide receivers, their drama-filled offseason would involve the emerging receiver who provided such a bright spot for the future.

If only it were a football error, like lining up offsides or dropping a clutch pass. Those types of mistakes didn't stop the Chiefs from ultimately repeating as Super Bowl champs, with a third crown in five years.

This life-choice type of situation that Rice finds himself in is what they warn about in the NFL Rookie Symposium, and presumably addressed during the support program the Chiefs developed for rookies to aid in their transition.

So, here's another teaching moment. You can make it to the NFL, yet that career can be threatened, ruined or completely gone in a flash by a poor decision. Rice is learning this lesson the hard way – with no one to blame except

# Illinois closes matter against charged basketball star

Josh Peter

**USA TODAY** 

The University of Illinois will not seek further disciplinary action against Terrence Shannon Jr., the basketball star who was temporarily suspended after being charged with rape in Lawrence, Kansas, according to a copy of a letter obtained by USA TODAY Sports.

The school's decision to close the case focused on available evidence, according to a letter written by Robert Wilczynski, director for Office for Student Conflict Resolution (OSCR).

"The evidence available to the (OSCR) at this time is not sufficient to allow a reasonable hearing panel to find the respondent in violation of the Student Code," Wilczynski wrote in a letter that states the "investigatory process has concluded."

The case made national news because he was allowed to participate in the NCAA Tournament. He led Illinois to the Elite Eight before the team lost to eventual national champion UConn.

Shannon, a senior at Illinois, is expected to leave school and declare for the NBA draft, which will be held in June. He is projected to be a first-round pick, but it is unclear what impact his legal issues might have.

On May 10, Shannon is expected to appear in person or via Zoom for a preliminary hearing in Douglas County, Kansas.

Citing a zero-tolerance policy for sexual misconduct, the university suspended Shannon in December after he was charged with rape. But in January a federal judge ruled the university had to



Terrence Shannon Jr. was a first-team All-Big Ten Conference selection the past two seasons.

WINSLOW TOWNSON/USA TODAY SPORTS

reinstate Shannon after a six-game suspension because it had not provided him with due process during a school hearing on the matter.

The judge's decision allowed Shannon to participate in games involving Il-

linois, including the NCAA Tournament. In a letter dated April 5 explaining the university's decision to close the case, Wilczynski wrote that the woman who said Shannon raped her in September had not indicated an intent to participate in a hearing before a hearing panel at this time. The women said Shannon grabbed her buttocks and digitally penetrated her in a bar in Kansas, according to an affidavit from the woman.

The university letter did note the matter may be reopened "if new substantial evidence is brought to the attention of OSCR from any source."

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**NOTICES** 

# **PUBLIC NOTICE**

# **NOTICE TO OFFERORS**

**Glass Replacement and Repair Services** (Structural and Automotive)

Request for Proposal # 25-04DV

1GPA will receive responses electronically https://procurement.opengov.com/portal/1GPA Until May 9, 2024 @ 2:00 PM MST, Arizona Time

Electronic sealed responses are required and will be publicly opened through Zoom immediately following the deadline for receiving responses. See the solicitation for more information. Solicitation may be downloaded online at the link above

For additional information please contact Claudia Leon at 866-306-3893 or cleon@1gpa.org

# Request for Proposal (RFP)

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

RFP#EI00307-2024 for Pre-Engineered Buildings and Related Material and Services

Proposals are due by 1:00 PM ET on Monday, May 13th, 2024 Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via https://www.eandi.org/contract-finder/rfp-development/

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

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran and service-disabled veteran-owned businesses

# **PUBLIC NOTICE**

REQUEST FOR BIDS - PEPPM Cooperative Purchasing Program Central Susquehanna Intermediate Unit #16 (CSIU) is accepting sealed bids for its PEPPM 2024 Marketplace Bid, from bidders owning and operating a dynamic and centralized marketplace solution for the sale of suitable products on a single website overseen and managed by the bidder, either alone or with an authorized reseller network under bidder's control. The bidder's marketplace resenier network under bilder s control. The bilder s inarketplace solution must include centralized sales, invoicing, payments, delivery processes, return instructions, customer calls, and include a product database with a minimum of 300,000 suitable products across five categories frequently purchased by public agencies, including public school districts, higher education, and local government. Categories include Breakroom Supplies, Foodstuffs; First Aid and Safety; Instructional, Art, and Craft Supplies; Maintenance, Repair, and Operations; and Office Supplies.

Bid Due Date: May 9, 2024, 3:00 pm ET

Submission: Electronic bids at www.epvlon.com Public Bid Opening: May 9, 2024, 3:00 pm ET,

CSIU, 90 Lawton Lane, Milton, PA 17847

Registration: Required at www.epylon.com (no fee) Details and Bid Documents available at: www.peppm.org/bids

Bid Withdrawal: No bidder may withdraw its bid for 90 days after the bid opening date. The CSIU reserves the right to accept or reject any or all bids and/or

# PERSONALS

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# **CAREERS**

### **EMPLOYMENT** Accelalpha, Inc. in Bellevue, WA is seeking

Supply Chain Consultant(s) to analyze prod delivery or supply chain processes to identify or recommend changes, 15% dom travel required. WFH benefits. Job duties proj-based @ unanticipated sites w/in U.S Relocation may be required @ proi end. to aurora.valiente@accelalpha.com & reference job title.

ASSOCIATE GENERAL DENTIST OPPORTUNITY. Full-time. \$700.00 \$800.00 Daily guarantee or % of Collections (whichever is greater); Earnings expected to be \$150k to \$250k per year plus signing bonus! Ideal candidate will be understanding and patient. Candidate will be given full clinical autonomy. Mentorship is available. To learn more about us, please contact us at RecruitmentServices@henryschein. com. AD CODE: DDSII 3025

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# **EMPLOYMENT**

MODERN FAMILY DENTAL OFFICE with an amazing team is seeking a full-time general dentist. Ou well-established practice is located on the sou-thern Outer Banks of North Carolina in the highly sought-after Crystal Coast area. **Email CV** and references to Kirsten@crystal coastdentistry.com. NC state license is required.

SMILE STARTERS DENTAL is hiring for Associate Dentists. Well established practice in seeking full time Associates in multiple NC locations. We are a general practice providing comprehensive care to children and young adults through age 20 in a modern, newly updated facility. www.smile start ersdental.com. Please contact HR at tmalmut@smilestarters dental.com.

# **EMPLOYMENT**

STATE-OF-THE-ART FACILITY in San Francisco CA is seeking a PT Associate Dentist to start out 1 day per week. Pay rate between \$655.00 - \$1,500.00 per day. Ideal candidate will possess 3+ yrs working dental experience. Associate must be able to provide all aspects of General Dentistry and be a licensed DDS or DMD in CA. **Email resume to** Shayne.derby@aprio.com.

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In nearby Phillipsburg, Montana, you can pan for gems and sapphires like those in the Wild West did 150 years ago at Montana gems located on Main Street. Be sure to visit the Sweet Palace, an incredible candy store featuring salt water taffy made on site, sure to be a family favorite.

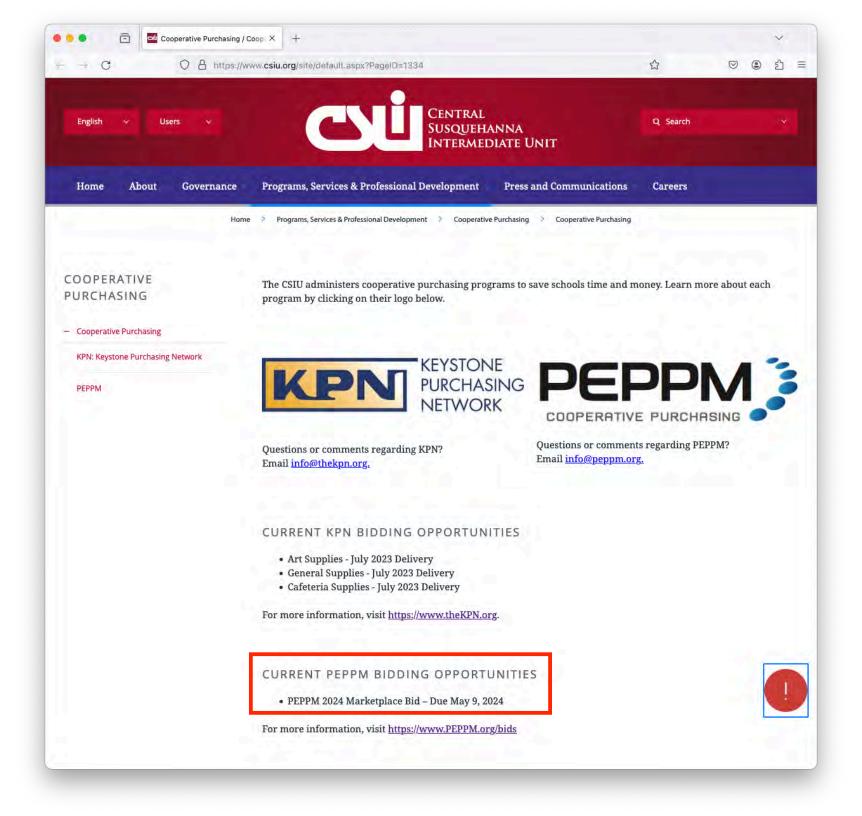
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Home - Bid Info

PEPPM is a technology cooperative purchasing program. It is administered by the Central Susquehanna intermediate Unit (CSIU). The CSIU staff solicits bids on popular lines of hardware, software, and services satisfying legal bid requirements. LEAs can then release purchase orders for technology products without having to solicit their own bids.

PEPPM bids on behalf of thousands of schools and agencies - public schools, vocational/technical schools, approved private schools, intermediate units, nonpublic schools, approved private schools, charter schools, community colleges as well as public libraries. And, with vendor approval and permissible by statute, four year colleges and universities, local and state governments and other non-profit agencies are eligible.

Please click on the links below to find out more about the PEPPM Bid.

### **Current Bidding Opportunities**

### PEPPM 2024 Marketplace Bid

- RFB Released for Pennsylvania: March 27, 2024
- Bids Due for Pennsylvania: May 9, 2024
- Contract Start Date: July 1, 2024

Register as a Vendor on the PEPPM website to receive email notification when bidding opporunities are posted.

### **Awarded Bids**

### PEPPM 2024 Product Line Bid

- PEPPM 2024 Product Line Bid Award List for Pennsylvania
- PEPPM 2024 Product Line Bid Award List for California
- RFB Released for Pennsylvania: August 30, 2023
- RFB Released for California: September 8, 2023
- Bids Due for Pennsylvania: October 17, 2023
- Bids Due for California: October 24, 2023
- Contract Start Date: January 1, 2024

### PEPPM 2024 Managed Print Solutions

- PEPPM 2024 Managed Print Solutions Bid Award List
- RFB Released for Pennsylvania: September 1, 2023
- Bids Due for Pennsylvania: October 24, 2023
- Contract Start Date: January 1, 2024

### PEPPM 2023 Supplemental Product Line Bid

- PEPPM 2023 Supplemental Product Line Bid Award List for Pennsylvania
- PEPPM 2023 Supplemental Product Line Bid Award List for California
- RFB Released for Pennsylvania: January 20, 2023
- RFB Released for California: February 3, 2023



HOME CONTRACTS BROWSE LIBRARY BID INFO REGISTRATION LOGIN

Home = 2024 Marketplace Bid

### PEPPM 2024 Marketplace Bid Information

The contract term for the PEPPM 2024 Marketplace Bid is from July 1, 2024 through June 30, 2027.

Please click on the links below to find out more about this PEPPM Bid.

### **Bid Announcement Memo (PDF)**

- Memo sent out to registered bidders announcing the PEPPM Bid
- Sent March 27, 2024
- Didn't receive this announcement? To register as a vendor contact click here

### Marketplace Bid Terms and Conditions (PDF)

- Terms and Conditions of the bid
- Posted March 27, 2024

### Proble Meeting (Registration Link)

- Optional meeting for all bidders
- This meeting is being held via Zoom on Wednesday, April 3, 2024, at 1:30 p.m. Eastern Time
- Registration is required
- Click here to register for the Prebid Meeting
- Note: Bid documents will only be available electronically and all bid proposals will be completed and submitted online

### Frequently Asked Questions (FAQ)

- Answers to bid-related questions submitted by bidders
- Click here for PEPPM Marketplace Bid Frequently Asked Questions
- Send bid-related questions to bidquestions@peppm.org

### Directions for Bid Document Information and Registration

- Vendors are required to register with Epylon Corporation in order to submit a bid
- For more information about the bid, or instructions on how to submit a bid, please contact Amber Lind at (570) 246-5937 or bidquestions@peppm.org
- To begin your bid proposal, click here or on the Directions for Bid Document Information and Registration link above
- Note: Bid documents will only be available electronically and all bid proposals will be completed and submitted online

### Vendor's Guide to eBid (PDF)

- All PEPPM bid proposals will be submitted online using Epylon Corporation's eBid application
- This guide will provide all the necessary information needed to complete your online bid proposal
- Contact Epylon Customer Service for technical bidding help at service@epylon.com or (888) 211-7438



# **CENTRAL SUSQUEHANNA INTERMEDIATE UNIT**

# **Request for Bids**

# PEPPM 2024 Marketplace Bid Electronic Bid # 540042

Bid Due Date: Thursday, May 9, 2024, 3 p.m. ET

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, seeks bids for a diverse combination of Products useful to and frequently purchased by public agencies and made available for sale through a national online, dynamic Marketplace.

### Introduction and Overview

### I.1 Bid Title

PEPPM 2024 Marketplace Bid

### I.2 Electronic Bid Number

The applicable electronic bid form is numbered 540042.

### 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. Ordering Procedures and Requirements
- VII. Product Specifications
- VIII. Pricing Specifications
- IX. Bid Procedures and Directions
- X. <u>Bid Evaluation and Award Process</u>
- 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 Products within a dynamic Marketplace that contains a minimum of 300,000 Suitable Products, including, without limitation, Core List Products for five-different categories of Products that Eligible Entities frequently purchase.

### 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 the United States with cooperative purchasing contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps school districts and other public agencies drive down the cost of acquisition and derive the best value for their purchases.

### I.7 Bid Due Date and Time

All bids must be received electronically by 3 p.m. Eastern Time (the "Bid Time"), Thursday, May 9, 2024 (the "Bid Due Date").

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

### I.8 Bid Opening

Bids will be opened and publicly read at 3:00 p.m. Eastern Time, Thursday, May 9, 2024, (the "Bid Opening Date"), at CSIU's offices located at 90 Lawton Lane, Milton, Pennsylvania, 17847; however, in the case of an emergency, or, in the Agency's discretion, in the interest of public health and safety, and as permitted by applicable law, the Agency may instead broadcast the opening of bids via teleconference or video conference.

### I.9 Prebid Meetings

An optional prebid meeting will be held Wednesday, April 3, 2024, at 1:30 p.m. Eastern Time, as described on the website at <a href="www.PEPPM.org/bids">www.PEPPM.org/bids</a>. The prebid meeting will be held via teleconference or video conference. Any interested vendor must register for the prebid meeting to obtain credentials.

### I.10 Other Important Dates

Exceptions Due Date	April 11, 2024
Submission of Questions Due Date	April 18, 2024
Response-to-Exceptions by Amendment, if Any	April 19, 2024
Snapshot Date	April 25, 2024
Tentative Board Award Date	June 19, 2024
Tentative Agency Contract Signing	June 20, 2024
Contract Start Date	July 1, 2024

### I.11 Advertising and Legal Notice of the RFB

The Agency's minimum legal advertising requirements are met by publishing 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*. However, to encourage wider Bidder participation, the Agency is also advertising this RFB in other national and regional newspapers across the United States.

### I.12 Contract Term

The initial term of the awarded Contract shall be for three years, beginning on July 1, 2024, and continuing until June 30, 2027, unless otherwise 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 this RFB.

### II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, 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 federal, state or local law and any clause required thereby to be in the Contract or Purchase Order will be read and enforced as though it were included therein. If through mistake or otherwise any such provision or clause is not inserted or is not correctly inserted, then upon application of either party, the Contract or Purchase Order will immediately be amended to make such insertion or correction.

### II.5 Non-Exclusive Contract

The Contract resulting from this RFB 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 any other source.

### II.6 Definition of "Agency"

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

### II.7 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between the Agency and the Awarded Vendor.

### **II.8** Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, joint venture, or other entity such as, without limitation, manufacturers, dealers, distributors, and value-added resellers that have been authorized by the Awarded Vendor to sell Products in the Marketplace. The Authorized Reseller will be the Seller of Record for any Products that the Authorized Reseller sells in the Marketplace.

### II.9 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution, and to whom the Agency's Board of Directors awards the Contract.

### II.10 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity that has completed and submitted a response to this RFB. By responding to this RFB, a Bidder is making an Offer on behalf of itself and all of the Authorized Resellers that Bidder allows in its Marketplace to sell Products.

### II.11 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 to the extent that correction of the minor irregularity, informality, or apparent clerical mistake results in a revision.

### II.12 Definition of "Commercially Available Pricing" or "Base Pricing"

A Bidder's Marketplace must be commercially available and visible to a wide population or sets of businesses across the United States. This is as opposed to being a one-off Marketplace created for the purposes of responding to this RFB or a narrow niche Marketplace targeted to a small geographic location or specific group of business. Sale prices posted on a Bidder's commercially available, national Marketplace will be considered its "Commercially Available Pricing" or "Base Pricing," so that a Bidder will not be able to create an artificial Base Price to affect an unfair or corrupt Offer in response to this RFB. All pricing shall be in U.S. Dollars.

### ||.13 Definitions of "Contract Documents" and "Contract"

As between the Agency and Awarded Vendor, the "Contract Documents" consist of this RFB, which includes the PEPPM Terms and Conditions, all information incorporated into the electronic bid form by the Agency or Awarded Vendor, the Awarded Vendor's responses to questions, the Awarded Vendor's PEPPM Bid Quote Sheet(s), the Awarded Vendor's Core List Products pricing spreadsheet, the Awarded Vendor's Snapshot Date pricing, including Group 2 Products, the Agreement, all other attachments and exhibits to the RFB, all addenda to the RFB issued before the Bid Opening Date, and all subsequent written amendments to the Agreement. The Contract Documents form the "Contract" between the Agency and the Awarded Vendor during the Contract term and any authorized extensions.

### II.14 Definition of "Contracted Items"

Following the determination of the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution and the award of the Contract, Agency will combine Core List Products and other Group 2 Products that were Offered, and deemed to be Suitable Products by the Agency, into a group of Products eligible to be purchased by Eligible Entities under the Contract. This group of Products will be known as "Contracted Items." At the discretion of the Agency and consistent with the process described in these Terms and Conditions, the Agency may transfer Products from the Rest-of-Marketplace Products category over to the "Contracted Items" category.

### II.15 Definition of "Core List Products"

"Core List Products" represent a subset of Products, identified by the Agency as frequently purchased by Eligible Entities. Products that are part of the Core List Products are specified as part of this RFB. Following an award, the Core List Products may change from time to time based on actual sales and usage history of Eligible Entities as determined by the Agency.

### II.16 Definition of "Cooperative Procurement Code"

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of this RFB.

### II.17 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 on the Awarded Vendor's Marketplace after an Eligible Entity clicks on a "purchase" button or the equivalent in the Awarded Vendor's Marketplace.

### II.18 Definition of "Effective Bid Price"

An "Effective Bid Price" is the final calculation of an Offered price for a Product after a Bidder's discount formula is applied to its Commercially Available Price. During evaluation, the Effective Bid Price is used to compare competing bids and in determining the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution. After an Award, the Effective Bid Price is the price monitored against the sale price and is the new benchmark for the calculation of any allowable price increases during the term of the Contract.

### II.19 Definition of "Eligible Entity"

"Eligible Entity" means any "public procurement unit" or "external procurement activity" as those terms are defined in the Cooperative Procurement Code, including, without limitation, school districts, local education agencies, and other tax-exempt, nonprofit educational institutions or organizations; county governments, local municipalities, public authorities, special districts, state agencies, and other political subdivisions; tax-exempt, nonprofit public health institutions or organizations; and other organizations, institutions or entities permitted under applicable law to avail themselves of Agency contracts, and that qualify to be a buyer through the Contract.

### II.20 Definition of "eCommerce Consultant"

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

### II.21 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.22 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.23 Definition of "Group 2 Products"

"Group 2 Products" are a subset of Products and comprise a Bidder's Offering of other Suitable Products in its Marketplace, consisting of not more than one million (1,000,000) Products. The Group 2 Products are separate and apart from Core List Products. The Effective Bid Prices for Group 2 Products and Core List Products will be combined in evaluating bids and in determining the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution.

Agency may remove from consideration, evaluation, or Contract any Products deemed, in Agency's sole discretion, not to be "Suitable Products," as detailed in Sections VII.8 or VII.13. A Bidder must have a minimum of 300,000 Suitable Products, minus the number of Core List Products Offered, to be considered\_Responsive.

### II.24 Definition of "Marketplace" or "Marketplace Solution"

A "Marketplace" or a "Marketplace Solution" is an ecommerce platform through which an Awarded Vendor works alone or gathers together a network of Authorized Resellers to sell Products on a single website, overseen and managed by the Awarded Vendor. The Marketplace should allow buyers to electronically browse, select, and purchase Products using the ecommerce functions incorporated into the Marketplace, and should function in a manner that is both easy to understand and simple to use. The Awarded Vendor must operate the Marketplace Solution, be the coordinator, and serve as the central point for sales. The Awarded Vendor must oversee any network of Authorized Resellers while centralizing invoicing, payments, delivery processes, return instructions, customer calls, and a Product database. The Awarded Vendor must organize any Authorized Reseller model in such a way as to conduct business through a centralized Marketplace website. Though the Awarded Vendor may or may not be the Seller of Record for all Products under the Contract, the Awarded Vendor is the central point of contact for the Agency and the Eligible Entities and must maintain authority over any Authorized Resellers as described in Section V.8.

### II.25 Definition of "Non-Responsive"

Any bid that does not substantially conform to the mandatory or essential terms, conditions, or specified requirements of this RFB shall be considered "Non-Responsive."

### II.26 Definition of "Offer"

An "Offer" refers to the response of a Bidder on behalf of itself and its Authorized Resellers regarding Products available for purchase in the Marketplace; Commercially Available Pricing or Base Pricing; Bidder's discount formula; Effective Bid Prices; any Snapshot Date pricing; conditions related to pricing; or any other arrangement, condition, or configuration of pricing to be paid by Eligible Entities during the term of the Contract. By responding to this RFB, a Bidder is attesting to its authority to respond on behalf of its Authorized Resellers and is making an Offer on behalf of itself and any and all Authorized Resellers it allows in its Marketplace.

### II.27 Definition of "PEPPM" and "PEPPM Terms and Conditions"

"PEPPM" (pronounced *PEP-um*) is a national cooperative purchasing program administered by the Agency, and "PEPPM Terms and Conditions" are the terms and conditions set forth in this Request for Bids ("RFB"), which will form the basis of the Contract.

### II.28 Definition of "Purchase Order"

A "Purchase Order" is that instrument agreed to between the Eligible Entity and the Awarded Vendor that complies with both the PEPPM Terms and Conditions and the Awarded Vendor's Terms and Conditions.

The Contract Documents are automatically incorporated into the Purchase Order by reference. The Purchase Order may be in the form of a document, a number reference from the Eligible Entity, or other medium mutually acceptable between the Eligible Entity and the Awarded Vendor.

In the event an Eligible Entity is using a procurement card or credit card, the use of the card shall be considered, for all intents and purposes, the equivalent of a Purchase Order for interpretation of the PEPPM Terms and Conditions.

### II.29 Definition of "Product" or "Products"

The terms "Product" and "Products," mean any items, goods, supplies, equipment, or service available for purchase under the Contract. There are three (3) subsets of Products – Core List Products, Group 2 Products, and Rest-of-Marketplace Products.

### II.30 Definition of "Responsible Bidder"

A "Responsible Bidder" is a Bidder that has submitted a Responsive Bid and that Agency has determined possesses the capability and qualifications to perform the Contract in all respects, and which the Agency has determined has the financial strength, integrity, and reliability to assure good-faith performance of the Contract.

### ||.31 Definition of "Responsive Bid"

A "Responsive Bid" is a bid that substantially conforms to the PEPPM Terms and Conditions and specified requirements for this RFB.

### II.32 Definition of "Rest-of-Marketplace Products"

Suitable Products published in the Awarded Vendor's Marketplace, but which are not included in the approved list of "Contracted Items" shall be considered "Rest-of-Marketplace Products." Rest-of-Marketplace Products may not be purchased as bid-protected Products by Eligible Entities under this Contract. However, these Rest-of-Marketplace Products are eligible to become designated as replacement Contracted Items — at Agency's discretion — and posted with their Effective Bid Price, under the process outlined under the PEPPM Terms and Conditions.

### II.33 Definition of "Seller of Record"

A "Seller of Record" is the Awarded Vendor or an Authorized Reseller that posts Products for sale in the Marketplace, and ultimately receives remuneration for such Products from the Eligible Entity under a Purchase Order, minus any commissions or fees that may be taken by the Awarded Vendor.

## II.34 Definition of "Snapshot Date"

"Snapshot Date" is the date when a Bidder creates a moment-in-time record of its Products and the Commercially Available Price on that date. The Commercially Available Pricing – archived at a given point during the day – is used by the Bidder as its Base Pricing to Offer the Effective Bid Price for Core List Products and Group 2 Products.

## II.35 Definition of "Transaction Fee"

"Transaction Fee" is that fee paid by an Awarded Vendor, in U.S. Dollars, to the Agency based on the net dollar amount of invoiced Products sold under the Contract. "Transaction Fee" is more fully defined elsewhere in this RFB.

# 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 ("Act 102"), 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 local school districts' boards of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, as well as contracting for specialized services, and consolidating and letting combined bids for bulk purchases. However, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources, including, *inter alia*, 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 Eligible Entities located in Pennsylvania under Pennsylvania statutes.

The PEPPM cooperative purchasing program is operated by the Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§ 1901, et. seq., as the same may be amended from time to time (the "Cooperative Procurement Code") and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, as well as other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

The Agency intends that the Contract awarded under this RFB be made available for use by Eligible Entities in all U.S. states, U.S. territories, and Washington D.C. (collectively, the "United States" or "U.S."), to the fullest extent permitted by law, as the same may be amended from time to time.

## III.3 Service of Eligible Entities

An Awarded Vendor must agree to serve Eligible Entities throughout the United States who accept the PEPPM Terms and Conditions and the Awarded Vendor's Terms and Conditions.

## III.4 Extending Contract Awards to Other States

The Agency intends to allow for "piggybacking" on the Contract by any Eligible Entity located in the United States that wishes to, provided that:

- The Contract meets the Eligible Entity's bidding requirements; and
- Any Purchase Order issued under the Contract is processed according to PEPPM's and Awarded Vendor's ordering procedures.

The Agency makes no representation that its bidding and contracting procedures meet the requirements of Eligible Entities in every jurisdiction. For the purpose of Eligible Entities evaluating the use of the Contract, the Agency lists the following procedures that have been used in the development of the Contract:

- Due diligence leading to a reasonable belief multiple Marketplace vendors possessed the capacity to respond to the RFB;
- Wide advertising of the bid opportunity in local and national publications;
- Free and easy vendor access to bidding documents;
- A prebid meeting open to all interested Bidders;
- No competitive advantage offered to a single Bidder;
- Sealed competitive bids;
- Public opening of bids;
- No acceptance of late bids;
- Evaluation for responsiveness and responsibility;
- Evaluation to find the lowest-cost Marketplace Solution;
- Software assistance to compare hundreds of thousands of prices;
- No subjective point-based evaluations;
- No negotiations;
- Award by the board of a public agency with bidding authority;
- Reports required on Products sold under the Contract;
- PEPPM Terms and Conditions governing and limiting price increases;
- Ongoing, periodic monitoring of prices;
- Mechanisms to restrict Product offerings and Product categories; and
- Transparent publication of Contract documentation.

## III.5 Intergovernmental Agreement

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

- It is an Eligible Entity;
- It is bound by the Contract applicable to the Eligible Entity including, without limitation, the PEPPM Terms and Conditions, Awarded Vendor's Terms and Conditions (if consented to by Eligible Entity), and applicable law;
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments

on account of another Eligible Entity's purchases, it being the intent that any such purchases shall constitute a separate agreement of the Eligible Entity with the Awarded Vendor and Authorized Reseller:

- The Agency may disclose non-specific aggregate information pertaining to the Eligible Entity (such as, without limitation, the geographic spread of participants and number and types of participants) to third parties; and
- Its purchases may be monitored and reported for purposes of Contract compliance, the maintenance of a list of Core List Products and a list of Contracted Items, and price controls.

The Agency intends that the purchase of Products under the Contract or the entry into a Purchase Order with an Awarded Vendor by the Eligible Entity binds the Eligible Entity to the PEPPM Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and the Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an intergovernmental 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 intergovernmental agreement, the Agency will do so-provided that such intergovernmental agreement is in form and substance acceptable to the Agency.

## III.6 Compliance with Laws

Awarded Vendor and its Authorized Resellers shall comply with any and all applicable laws, rules and regulations, whether local, state, federal, or otherwise, and as set forth in the resulting Contract.

## III.7 eCommerce Merchant Agreement

Prior to using bidding and eCommerce software, a Bidder must agree to the Epylon eCommerce Merchant Agreement posted on Agency's website and at www.Epylon.com. There is no charge to use the site. In the event of any conflict, the PEPPM Terms and Conditions shall apply. If the eCommerce Consultant is changed during the course of the Contract, an Awarded Vendor must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant under the process set forth elsewhere in this RFB.

## III.8 Agency's Interest in Contracts Resulting from This RFB

TO THE EXTENT THE AGENCY ISSUES THIS RFB AND ANY RESULTING CONTRACT, THE AGENCY'S INTERESTS AND LIABILITY FOR USE OF THE CONTRACT BY ELIGIBLE ENTITIES SHALL BE LIMITED SOLELY TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT FOR CONTRACTED ITEMS ONLY AND SHALL NOT EXTEND TO ANY PRODUCTS, SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR AUTHORIZED RESELLERS, NOR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED.

IN NO EVENT SHALL THE AGENCY BE LIABLE TO ANY AWARDED VENDOR, AUTHORIZED RESELLER, 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 THE 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, AWARDED VENDORS AND AUTHORIZED RESELLERS ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM NOR ENTER INTO THE CONTRACT ABSENT SUCH LIMITATIONS.

## III.9 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 for Products ordered and received, if any, through the date of suspension or termination.

# IV PEPPM Fees Return to Top

## IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment of U.S. \$100 from each Bidder to partially cover the cost of receiving and evaluating bids.

#### IV.2 PEPPM Bid Award Fee

Following the award of the bid by the Agency's Board of Directors, the Agency will charge the successful Bidder who becomes the Awarded Vendor U.S. \$400 for implementation of the Contract.

### IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds. No paper checks will be accepted. Bid evaluation fees will be collected at the time of bid opening. The Agency will collect the bid award fee after board approval of the Contract award. The Bidders must provide payment information on the electronic bid form at the time of bid submission, or else their bids may be deemed Non-Responsive.

#### IV.4 Transaction Fees

The Awarded Vendor is required to pay a Transaction Fee to the Agency for all purchases made by Eligible Entities through the awarded Contract of Core List Products, Group 2 Products and Rest-of-Marketplace Products. This applies to all orders, regardless of the method used to submit the order, the quantity of Products, or the dollar amount of the order.

The Transaction Fee is 1% (one percent) of Net Sales. "Net Sales" means gross sales of Products less returns and canceled orders within 30 days, shipping expenses, and taxes (excluding taxes based on net income).

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

The Transaction Fee described here replaces the eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Transaction Fee supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

The Awarded Vendor shall be responsible for remitting the Transaction Fee for all sales made by the Awarded Vendor or by any of its Authorized Resellers as agreed upon by the Awarded Vendor and the Agency in the Contract. Transaction Fees publicly disclosed here shall not be charged to or paid by the Eligible Entities, but instead are an Awarded Vendor's and Authorized Reseller's cost of doing business under this Contract.

No Bidder may include any additional amount corresponding to the Transaction Fee in their bid response, Commercially Available Pricing, Effective Bid Price, prices posted in the Marketplace, nor any other quote provided to the Agency or the Eligible Entities.

Failure to pay a Transaction Fee within 60 days of the later of an order or an invoice based on Awarded Vendor's self-report may result in suspension or termination of the Awarded Vendor's Contract. 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 Contract Conversions

If the Awarded Vendor uses this Contract to obtain a separate California Multiple Awards Schedule ("CMAS") contract from the State of California, it is responsible for paying both the CMAS fee to the State of California and the Transaction Fee for all orders submitted through the CMAS program. The Awarded Vendor is also responsible to pay the Transaction Fee if it leverages the Contract for adoption, conversion, or modification by any other state or jurisdiction.

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

The Awarded Vendor may provide a related service, a maintenance plan, data storage, subscription, voice plan, or other ongoing service, provided that such service meets the requirements described in Section VII.3. Qualifying services are a "Product" and are subject to the Transaction Fee described in Section IV.4.

### IV.7 Cost of Bid Preparation

The Agency will not reimburse Bidders for, nor be responsible for, the cost of developing, presenting, or responding to this RFB.

## **V** Bidder Qualifications Return to Top

#### V.1 Declaration of Non-Collusion

To ensure that prices are arrived at independently and without collusion, this RFB requires the Bidder to answer "Yes" affirmatively and truthfully to the non-collusion question in the Question Section of the electronic bid form. Otherwise, the bid is Non-Responsive.

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 further acknowledges and agrees that:

- The prices and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder;
- The prices and the amount of the bid have not been disclosed to any other firm or person who is a Bidder or potential Bidder, and will not be disclosed before the Bid Opening Date;
- No attempt has been made, nor will be made, to induce any firm or person (1) to refrain from bidding in response to this RFB, (2) to submit a bid higher than its bid, or (3) to submit any intentionally high, noncompetitive bid, nor any other form of a complementary bid;
- The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;
- Bidder, its affiliates, subsidiaries, officers, and directors are not currently under investigation by any governmental agency, and have not, in the last three years, been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as set forth in a separate attachment to your bid; and
- Bidder understands and acknowledges these representations are material to the Agency's
  consideration of any bid and will be relied upon by the Agency in awarding the Contract for which
  the bid is submitted. Bidder further understands and acknowledges that any material misstatement
  is and shall be treated as fraudulent concealment or intentional misrepresentation by the Agency
  of the facts relating to the bid's submission.

## V.2 Suspension or Debarment

By submitting a bid, Bidder certifies for itself and all of its Authorized Resellers that, to Bidder's knowledge, they are not under suspension, debarment, or otherwise lawfully precluded from participating in any public-sector procurement activity.

After Bidder's submission of a bid and during the term of any Contract or Purchase Order, the 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.

Any Authorized Reseller or Awarded Vendor found to be debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity shall be prohibited from selling Products to Eligible Entities from the Awarded Vendor's Marketplace.

## V.3 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take responsibility for a Marketplace enabling the sale and delivery of the broadest scope of Core List Products and Group 2 Products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities. An Awarded Vendor may establish relationships with Authorized Resellers to perform its contractual duties.

## V.4 Bidder Profiling

By answering the questions in the Question Section of the electronic bid form, Bidders must give satisfactory evidence that they:

- Maintain permanent places of business in the United States;
- Have contractual relationships with all Authorized Resellers;
- Have status as a domestic company in the United States and are certified to do business in the United States;
- Will be the point of contact for customer sales support and service to all Eligible Entities during normal business hours across all U.S. time zones;
- Have current relationships with Eligible Entities for verification of customer satisfaction; and
- Will serve all Eligible Entities that accept the PEPPM Terms and Conditions and Awarded Vendor's Terms and Conditions.

### V.5 Insurance

The Awarded Vendor and its Authorized Resellers 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 or Authorized Reseller'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 or Authorized Reseller is legally liable.

The Awarded Vendor shall provide Agency evidence of sufficient insurance or a Certificate of Insurance indicating the minimum coverage required below before the start of any sales, or provision of any services or work under the Contract and shall provide the Eligible Entity evidence of sufficient insurance or a Certificate of Insurance upon request and agrees to maintain this insurance until the completion of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity. The minimum insurance shall be:

- Commercial General Liability \$1,000,000 per occurrence with \$2,000,000 general aggregate covering all premises and operations and including personal injury, Completed Operations, Contractual Liability and, where applicable to the Contract (as determined by the Agency), Products and Independent Contractors. The general aggregate limit shall apply to this Contract.
- Automobile Liability Combined single limit, each accident: \$1,000,000;
- Workers Compensation -- State statutory limits.
- Employer's Liability -- Each Accident: \$100,000, Disease Policy Limit: \$500,000, Disease Each

Employee: \$100,000.

### V.6 References and Past Performance

 To evaluate a Bidder's qualifications to perform under the Contract, the Agency requires the submission of three signed reference forms. The Agency will also consider the Bidder's performance on any previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, if applicable.

## V.7 Vendor Capabilities

For a bid to be a Responsive Bid, a Bidder must:

- Have a single URL directing users to a Marketplace offering the Contracted Items;
- Be a central point for invoicing and payment for the sale of Contracted Items;
- Control who, if anyone, is allowed to act as an Authorized Reseller in the Marketplace;
- Set and enforce terms and conditions for the commercial behavior of any Authorized Resellers on their Marketplace;
- Host necessary communication (phone, email, website) for reasonable customer service during normal business hours in all U.S. time zones;
- Monitor orders to ensure the delivery of Contracted Items;
- Coordinate or provide instructions for the return of any Contracted Items;
- Act as the point of contact with the Agency and its agents;
- Ensure the security of user login credentials and payment data;
- Consummate transactions under industry-standard https protocols;
- Meet California privacy requirements or any higher state or federal standard for data privacy; and
- Have an affirmative program in place to monitor and identify Contracted Items in their Marketplace that may be stolen, counterfeit, illegal, or pirated.

## V.8 Oversight of Authorized Resellers

For a bid to be a Responsive Bid, a Bidder must be:

- In control of the Marketplace terms and conditions whereby an Authorized Reseller is added to its Marketplace;
- Able to approve or reject any Authorized Reseller;
- Able to block sales from Authorized Resellers or block certain categories of Products;
- Able to see all Products offered by any Authorized Reseller on the Marketplace (that is, no secret or hidden products for sale and hidden from the Awarded Vendor);
- Able to sanction or take action against an Authorized Reseller by:
  - Canceling its business relationship;
  - Blocking the Authorized Reseller's access to the Marketplace; and
  - Blocking certain categories of Products offered by the Authorized Reseller;
- Able to bring legal action against the Authorized Reseller; and
- Able to force an Authorized Reseller to modify its Product descriptions, specifications, notices, or warnings.

## V.9 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 so it can be made known to the Agency and interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section and by providing evidence of its status.

### V.10 Bidder's Standard Terms and Conditions

In response to an instruction in the Questions Section, a Bidder must attach a PDF document or a provide a link to an online document containing the Bidder's standard terms and conditions governing an Eligible Entity's use of the Bidder's Marketplace solution and website.

# VI Ordering Procedures and Requirements Return to Top

## VI.1 An Overview of the Ordering Process

To put the following Contract provisions into context, the Agency provides this simplified overview of the expected ordering process for this Contract:

- Contracted Items under the Contract will either be labeled by the Awarded Vendor or posted on <u>www.PEPPM.org</u> with a link back to the Awarded Vendor's Marketplace Solution;
- To use the Contract, an Eligible Entity must register with PEPPM and hold a PEPPM account before registering with the Awarded Vendor;
- An Eligible Entity must register and accept, if any, the Awarded Vendor's terms of use for its website to establish an account and use the Awarded Vendor's Marketplace;
- An Eligible Entity may purchase Contracted Items in the Marketplace under the Eligible Entity's account:
- Eligible Entities may search for desired Products and place Products into the Marketplace shopping cart;
- Eligible Entities are responsible for ensuring that employees accessing the Marketplace have requisition authority or buying authority to make purchases using the Eligible Entity's business account;
- Using Awarded Vendor's website functionality, an Eligible Entity may convert a shopping cart into a
  purchase by way of a Purchase Order (subject to any applicable credit approval process of Awarded
  Vendor), a Purchase Order number referencing a Purchase Order, a procurement card, or authorities
  granted under Awarded Vendor's Terms and Conditions (whichever method is applicable);
- The Awarded Vendor will direct the Eligible Entity's order to itself or to the applicable Authorized Resellers to ensure order fulfillment;
- An Eligible Entity will receive an email notice summarizing Products purchased, their prices, any shipping costs, and terms of delivery;
- After the Products are delivered, the Eligible Entity will receive an email notice of delivery;
- After ensuring delivery, the Awarded Vendor will issue an electronic invoice to the Eligible Entity equal to (or lower than), the Commercially Available Price listed in the Marketplace for the purchased Products at the time of the Order, and after the Awarded Vendor's discount formula is applied to the Commercially Available Price.

## VI.2 Display of Contracted Items

- In submitting a bid, a Bidder shall indicate whether it can label Products included as part of the Contracted Items list as "Contracted Items" or with alternate language distinguishing them from Rest-of-Marketplace Products.
- If the Awarded Vendor cannot label "Contracted Items," then the Awarded Vendor must cooperate with PEPPM to display Product descriptions of Contracted Items on <a href="https://www.PEPPM.org">www.PEPPM.org</a> with a link back to the Marketplace.

## VI.3 Display of Contract Pricing

The Awarded Vendor must display the then-Commercially Available Pricing for Products, after application of Awarded Vendor's discount formula, alongside Product descriptions, available pictures, Seller of Record,

manufacturer SKU, and any other relevant data (e.g., specifications, unit of measure, keywords, stock availability) for all Contracted Items in their Marketplace.

## VI.4 Display of Information Related to Order

Whether at the item level or order page, the Awarded Vendor will display to users (or link to) shipping options, shipping costs, estimated delivery dates, return options, delivery specification fields, billing options, billing-related fields, any recovery or recycling fees, and total Contracted Item costs.

#### VI.5 Electronic Transmissions

To the maximum extent permitted by law, Awarded Vendor and Authorized Resellers agree to accept an electronic Purchase Order submission executed by an Eligible Entity as representing any necessary "electronic signature" required by law. A Purchase Order may be a reference to a Purchase Order by number or an electronic image of a Purchase Order document.

## VI.6 Authority of the Purchase Order

Receipt of a Purchase Order or Purchase Order number, or procurement card number and a click on a "Purchase" button (or equivalent) on the Marketplace constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Contracted Item to the Eligible Entity.

## VI.7 Orders Near a Contract Expiration Date

The expiration date of the Contract term is the final date to enter into a valid Purchase Order under the Contract. All Purchase Orders received by the Awarded Vendor up to and through the expiration date of the Contract term must be shipped under the delivery time and terms agreed to at the time of order.

## VI.8 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor, the Awarded Vendor shall send invoices electronically by email to an Eligible Entity's billing contact designated when the Marketplace account was established or thereafter changed through the Marketplace account (i.e., an authorized Eligible Entity user must log in to a Marketplace account to change the designated contact).

## VI.9 Payments

Eligible Entities will pay the Awarded Vendor directly after receipt of an invoice and confirmation that Products have been delivered.

#### VI.10 Shipping and Delivery

Awarded Vendor shall inform Eligible Entities of their shipping and delivery options before a purchase is made. Purchases may be subject to any Awarded Vendor's Terms and Conditions\_regarding shipping and delivery. Risk of loss in transit and title are subject to any agreements that may be made between the Awarded Vendor and the buying Eligible Entity. Also see <u>Section VIII.7.</u>

# **VII** Product Specifications Return to Top

#### VII.1 Products

To be Responsive, a Bidder must have a minimum of 300,000 Suitable Products in its Marketplace. All Core List Products and Group 2 Products in an Awarded Vendor's Marketplace, except those expressly prohibited or disallowed by the Agency, shall automatically become "Contracted Items," based on the rules set forth in the PEPPM Terms and Conditions and provided that such Products are legal, properly priced, described, and published under the PEPPM Terms and Conditions. Products designated Contracted Items shall be sold and delivered by the Awarded Vendor or its Authorized Resellers to Eligible Entity unless the Products are out of stock, discontinued, or are otherwise no longer commercially available in Awarded Vendor's Marketplace Solution.

## VII.2 Division of Products into Three Groups

- Core List Products: Products identified by Agency and priced by the Bidder with a discount formula and an Effective Bid Price;
- Group 2 Products: Not more than one million (1,000,000) additional Suitable Products, separate from Core List Products, but deemed useful to education and public-sector Eligible Entities i.e., Suitable Products that have been identified and submitted by the Bidder and priced with a discount formula and an Effective Bid Price; and
- Rest-of-Marketplace Products: Other Products that may be present in a Bidder's Marketplace, but they will NOT automatically become Contracted Items.

#### VII.3 Services

No services deemed to be construction or public works under the laws applicable to Eligible Entities are intended to be included in the approved Contracted Items. For a service to be eligible as a Contracted Item, the service must be:

- Incidental and related to a Contracted Item to make it functional, maintained, or enhanced;
- Identified or associated with a particular Contracted Item SKU or related group of SKUs;
- Covered by a bid discount formula as part of a Bidder's Offer; and
- Described and quantified with a unit of measure (e.g., "hour," "day," "megabyte," "project,") and Effective Bid Price.

Although construction and public works services are not intended to be sold under the Contract, it is intended that a service relating to the deployment of a Contracted Item be allowed, for example, and without limitation, the delivery and assembly of a shed, the assembly of a modular desk, or the attachment of a television to a wall.

## VII.4 Required Diversity of Products

For a bid to be a Responsive Bid, a Bidder must operate a Marketplace Solution, within any required legal and policy limitations, which offers a significant number (at least 50%) of the Products as described in the Core List Products and falling within these popular categories:

- A. **Breakroom Supplies**, Foodstuffs, Cafeteria Supplies, and Kitchen Equipment, including coffee, tables, plastic ware, cups, paper plates, snacks, trays, refrigerators, microwaves, utensils, water bottles, tables, and paper towels.
- B. **First Aid and Safety**, including first-aid kits, tapes, gloves, eyewear, helmets, cones, signs, respirators, vests, flashlights, special education supplies, and emergency supplies.
- C. **Instructional, Art, and Craft Supplies**, including construction paper, paint, brushes, media, crayons, clay, easels, pens, colored pencils, frames, newsprint, bulletin-board posters, lesson planners, yarn, tubs, trays, caddies, chalk, whiteboard markers, pocket charts, and manipulatives.
- D. **Maintenance, Repair, and Operations**, including hand and power tools, landscaping equipment and supplies, woodworking equipment, vehicle repair equipment and supplies, custodial supplies and papers, electrical supplies, and plumbing supplies.
- E. Office Supplies, including paper, writing instruments, desktop essentials, ink and toner, shipping supplies, dated goods, sticky notes, labels, glues, fasteners, files, folders, binders, organizers, storage equipment, pads, and stamps.

A Bidder must be able to Offer pricing for Core List Products encompassing all five categories. Where representative pricing for any one of the categories is absent, that bid will be deemed Non-Responsive.

#### VII.5 Core List Products

Within the categories listed in <u>Section VII.4</u> above, Agency has identified a group of Products frequently purchased by Eligible Entities. These Products represent the Core List Products. These Products must be priced by a Bidder so that Agency can determine the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution and make a recommendation for an award of a Contract. In addition, during the term of the Contract, Core List Products will be monitored in accordance with the Contract price change policies set forth in more detail below. Core List Products must be labeled by the Awarded Vendor as "Contracted Items" on the Marketplace, or otherwise, the Awarded Vendor must cooperate with PEPPM to publish Contracted Items on PEPPM's website under <u>Section VI.2</u>.

To be Responsive, a Bidder must Offer an Effective Bid Price for at least fifty percent (50%) of the Products listed by the Agency as Core List Products.

#### VII.6 Substitutions

The identification of any branded Product as a Core List Product is actually a specification and standard of quality for goods and services to be procured. For each branded Product identified by the Agency, a Bidder may bid an equivalent to the branded Product. Standards for establishing an equivalency are published in Section VIII.3. If the Product being bid is an equivalent and not the actual branded Product specified, the Bidder shall list the manufacturer SKU, Product description, unit of measure, and Effective Bid Price. If Agency cannot determine equivalency based on the description, the Bidder must provide the Agency with a non-returnable sample of the Offered equivalent Product for testing. Any samples of equivalent Products shall be shipped to Agency at Bidder's expense within two days of request by Agency. Decisions on equivalency will be made under published equivalency standards, and the Agency's decision is final. If Agency cannot determine equivalency based on the description and Bidder cannot provide samples, then Agency will deem the proposed substitution as not equivalent.

## VII.7 Core List Product Changes

It is intended that Core List Products represent Products frequently purchased by Eligible Entities. After an award, Agency reserves the right to change Core List Products to reflect the actual usage and sales history of Contracted Items purchased by Eligible Entities on the Marketplace. When Core List Products change, Agency will use the updated list to monitor prices under the Contract price change policies.

## VII.8 Group 2 Products – Full Catalog Up to One Million Products

As part of its bid submission, a Bidder must gather, identify, and submit a price Offer for other Products in its Marketplace deemed suitable for education and public-sector buyers, not to exceed one million (1,000,000) Products, or that lesser number of Products that will fit into an Excel (XPSX format) spreadsheet that does not exceed 90 megabytes in size. These Products will be compared with competing Bidders for common SKUs to help identify the Bidder with the lowest-cost Marketplace Solution. After an award of the Contract to the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution, Products approved by Agency from the Core List Products and this collection of up to one million (1,000,000) Group 2 Products will constitute the group of Contracted Items, which Eligible Entities may purchase under the Contract.

Group 2 Products do not have to specifically pertain to the five Product categories associated with Core List Products and may include broader categories appropriate for education and public-sector Eligible Entities.

The minimum number of Suitable Products to be included in Group 2 is 300,000, minus the number of Core List Products Offered.

Examples of Products that would be deemed suitable for Eligible Entities include Products, not only those categories comprising the Core List Products, but also categories of books, industrial supplies, tools, electronics, athletic supplies, arts and crafts, and agricultural supplies. Examples of categories of Products the Agency deems unsuitable include, but are not limited to, those items described in Section VII.13.

Bidders will use PEPPM's attached Excel spreadsheet to Offer their Group 2 Products, and the Bidders must include, for each item, a Product description, manufacturer, manufacturer number, vendor number, reseller, Base Price, discount formula, and final Effective Bid Price. A template is provided for this purpose.

The size of eligible Marketplaces under terms of this RFB can range from ones hosting 300,000 Products to others hosting millions of Products. PEPPM intends that Bidders Offer not more than one million (1,000,000) Suitable Products from their Marketplace, which will:

- Cover the most popular Products an education or public-sector agency might need to purchase from a Marketplace;
- Encourage employees of Eligible Entities to utilize a competitively bid Marketplace to supply day-today needs;
- Offer competitively priced alternatives to Eligible Entities for purchases that would otherwise be below an applicable bidding threshold;
- Reduce buyers' cost of acquisition by allowing them to consolidate purchases on a single Purchase Order:
- Be the number of Products that Agency can reasonably manage and monitor during the term of the Contract;
- Allow for a specific Product-to-Product price comparison to determine the lowest-cost Marketplace Solution; and
- Represent a statistically valid sample to determine the lowest price and best value of a Marketplace as a whole.

## VII.9 Rest-of-Marketplace Products

Some Bidders may have more than one million (1,000,000) Suitable Products in their Marketplace. These remainder Suitable Products will constitute Rest-of-Marketplace Products. Rest-of-Marketplace Products are not bid-protected and are not Contracted Items. When posted on the Awarded Vendor's website, these Products, if purchased, represent Products bought at Eligible Entity's own risk and which the Eligible Entity has determined that competitive bidding is not required (e.g. such as a purchase below any applicable monetary threshold for competitive bids).

Agency may move a Rest-of-Marketplace Product to Group 2 Product status in cases where, if in the opinion of the Agency, and in the Agency's sole discretion:

- It replaces a comparable Contracted Item that has exceeded the cap on price increases; or
- It replaces a comparable Contracted Item that is no longer generally commercially available in the Marketplace; or
- It falls into a category where Awarded Vendor's original bid discount formula applies, and its price is at or lower than the price of a comparable Contracted Item; or
- A comparable Contracted Item is in short supply so a substitute must be found, or;
- The demand for an item by the Eligible Entities is significant, and it warrants placement into Group 2 Products, provided a corresponding bid discount formula applies to that product, even if the effect would be that the number of Group 2 Products would exceed 1,000,000 (one million) Products.

### VII.10 Returned Goods Policy

For all Products, whether individually or in the aggregate, an Awarded Vendor must describe on its website its policy and any directions (if applicable) regarding how they or Authorized Resellers handle the return of Products.

#### VII.11 Hazardous Materials Prohibited

The Awarded Vendor and its Authorized Resellers may not sell hazardous materials prohibited by law. Eligible Entities, whether individually or in cooperation with the Awarded Vendor, must be able to block disallowed Products and obtain access to material safety data sheets for applicable Products available for purchase. Neither the Awarded Vendor nor the Authorized Reseller shall employ the use of hazardous materials in shipping materials or otherwise bring hazardous materials onto the property of an Eligible Entity.

## VII.12 Products Not Intended for Critical Application

The Products sold under the Contract are not intended 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, loss of life, or significant property damage.

#### VII.13 Prohibited Products

Even if offered in their Marketplace, an Awarded Vendor must have the capability for itself or for Eligible Entities to block, gray-out, make invisible, remove, or otherwise use means to prohibit orders and purchases in an Eligible Entity's account for the following Products or categories of Products, which Products and categories of Products are deemed not to be Suitable Products:

- Liquor;
- Cigarettes and tobacco products;
- Vaping equipment and supplies;
- Toxic art and craft supplies as described under state and federal law;
- Products deriving from the region of Darfur;
- Used baby equipment and supplies, such as cribs and car seats;
- Products known to contain lead:
- Toys considered choking hazards;
- Uniforms, clothing, or textiles with asbestos;
- Guns:
- Prescription drugs, illegal drugs, and drug paraphernalia;
- Recalled Products:
- Erotica:
- Products banned by state and federal governments;
- Products prohibited by local agency policy;
- Known stolen Products;
- Known counterfeit Products; and
- Other categories of Products later identified by Agency to be antithetical to the purposes or values of public agencies

# VIII Pricing Specifications Return to Top

## VIII.1 Pricing Methodology

This RFB requires Bidders to provide their bid Offer in the following manner:

- A Quote Sheet Tab of a spreadsheet containing discount formulas relating to Commercially Available Pricing;
- A Bid Response Tab of a spreadsheet containing Bidder's Offer in response to Agency's pre-identified list of Core List Products as specified;
- A separate spreadsheet containing an Offer for up to one million (1,000,000) other Group 2

Products in its Marketplace suitable for education and public-sector buyers.

### VIII.2 The Quote Sheet Tab

Bidders must Offer a discount formula that can be applied to:

- Core List Products listed on the Bid Response Tab
- Bidder's list of Group 2 Products comprising the remainder of its Marketplace suitable for education and public-sector buyers up to one million (1,000,000) Products

Discounts can be variable. Variable discounts must be defined by the Bidder, such as by "category of Products," "manufacturer," or "seller."

If bidding by a single formula for the entire Core List Bidder must enter that percentage in Box "H" of the Quote Sheet Tab. If bidding with variable discounts, the Offer percentages and category definitions should be entered starting with line 29, Box "I" (eye) of the Quote Sheet Tab. If thirty (30) lines are insufficient to list all possible discounts, Bidders should attach a separate spreadsheet to the electronic bid form.

Bidders have the option to Offer the same discounts or other discounts to Group 2 Products.

## VIII.3 The Bid Response Tab

The "Bid Response Tab" contains PEPPM's Core List of Products. Bidders must:

- Enter their Marketplace Base Price for Core List Products as priced on the Snapshot Date;
- Enter their discount for each Core List Product, corresponding to the Offer on the Quote Sheet; and
- Inspect the Effective Bid Price to ensure it accurately reflects their Offer.

As it is expected that Marketplace prices will change frequently, Bidders must use their Commercially Available Prices on the Snapshot Date as the basis for their bid and the calculation of any discounts to be applied. Bidders must enter the Commercially Available Price posted on the Snapshot Date and apply any and all discounts when filling out the Quote Sheet. The discount offered by the Bidder will remain firm throughout the term of the Contract and shall be applied to a Core List Product's Commercially Available Pricing as of the date of purchase of the Core List Product by an Eligible Entity.

#### The formula is:

[Commercially Available Pricing] - ([Commercially Available Pricing] \* [Discount Formula]) = Effective Bid Price Example using a 5% discount formula on Commercially Available Price of \$100: \$100 - (\$100\*-.05) = \$95

To be a Responsive Bid, the Bidder must give an Effective Bid Price for at least fifty percent (50%) of the Core List Products listed on the Bid Response Tab.

An equivalent substitution may be offered for any Core List Product. If offering an equivalent, a Bidder must list the manufacturer SKU, Product description, unit of measure, and Effective Bid Price, starting at column N, to the right of the specified item.

At Agency's sole discretion, Products may not be considered equivalent if they have or are:

- Packaged in a different unit of measure;
- Sized differently:
- Made of different materials;
- Remanufactured or used;
- Different colors;
- Functionally inferior;

- Different dilution ratios;
- Different weight of paper;
- Different speed;
- Different chemical composition;
- Different shape; or
- Unable to be shipped as quickly.

## VIII.4 Importance of Final Effective Bid Price on Core List Products

It is the Bidder's responsibility to look at the final, calculated, Effective Bid Prices on the Bid Response Tab spreadsheet to ensure that they are calculated correctly. These are the official Effective Bid Prices. If they are not correct, then either the Commercially Available Price or the percentage discount entered is incorrect because the spreadsheet automatically calculates the accurate Effective Bid Prices based on Bidder's entries.

## VIII.5 Full Catalog Up to One Million Products – Group 2 Products Spreadsheet

In addition to pricing Core List Products, Bidders must fill out a spreadsheet containing an Offer on up to one million (1,000,000) Group 2 Products, suitable for education and public-sector buyers.

On a separate spreadsheet tab titled "Group 2 Products," Bidders must populate the empty spreadsheet tab with their own Offer for up to one million (1,000,000) Group 2 Products with the following information for each Product:

- The Commercially Available Price for each Offered item as priced on the Snapshot Date;
- The discount for each Product, corresponding to the Offer on the Quote Sheet;
- The manufacturer's SKU for each Product;
- The Authorized Reseller for each Product; and
- The Unit of Measure for each Product.

Since it is expected that Marketplace Commercially Available Prices can change frequently, Bidders must use their Marketplace Commercially Available Prices on the Snapshot Date as the basis for their bid and the calculation of any discounts to be applied. Bidders will enter the Commercially Available Price posted on the Snapshot Date and apply any and all\_discounts when filling out the spreadsheet for Group 2 Products. The discount offered by the Bidder will remain firm throughout the term of the Contract and shall be applied to a Group 2 Product's Commercially Available Pricing as of the date of purchase of the Group 2 Product by an Eligible Entity.

#### VIII.6 Importance of Final Effective Bid Price on Group 2 Products

It is the Bidder's responsibility to look at their final, calculated, Effective Bid Prices on the spreadsheets to ensure that they are calculated correctly. These are the official Effective Bid Prices. Bidders should beware of a common bid mistake: that is, applying different percentage discounts to individual line items that do not correspond to the discount percentage they Offered on the Quote sheet.

#### VIII.7 Shipping

A Bidder's Offer on all Products must be exclusive of any shipping charges. Shipping charges will not be a factor in evaluation. To be Responsive, a Bidder must be able to:

- Show the relevant shipping costs on its website for any Product or set of Products before purchase
- Offer any relevant shipping options, such as expedited delivery
- Monitor the shipping charges of its Authorized Resellers

At its option, the Awarded Vendor or Authorized Reseller may provide free shipping or offer options whereby an Eligible Entity may qualify for free shipping or a program of conditional free shipping.

If business practice includes delivering by means of an unmanned mechanical device or an aerial device, the Awarded Vendor must offer the buying Eligible Entity an option for a different means of delivery.

## VIII.8 Large-Volume Purchases and Voluntary Price Reductions

Upon request from an Eligible Entity, an Awarded Vendor or Authorized Reseller may offer a further voluntary price reduction or a quotation for a large-volume discount from the Commercially Available Price, after application of the Bidder's firm discount formula. Such reductions are at the sole discretion of the Awarded Vendor or Authorized Reseller.

At its own discretion, Awarded Vendors may offer rebates after the consummation of sales provided they are:

- Universally applied to all participating Eligible Entities, fully disclosed, and compliant with all applicable laws;
- Directed back to an Eligible Entity and not an individual user or Eligible Entity employee.

## VIII.9 Price Change Policies

Agency's research into industry and national vendor practices finds that Marketplace prices are dynamic, subject to forces of supply and demand. Therefore, prices may change frequently, often lower. When supply is abundant, market forces work to the advantage of government and education buyers. When supply is weak, Marketplace diversity allows maximum visibility of the apparent supply of Products so buyers can get the best-possible Marketplace price.

Therefore, Agency will permit dynamic price changes of Contracted Items and Rest-of-Marketplace Products, but under a system of price supervision, transparency, limits, and remedy – all to comply with legal and policy expectations of education and government buyers.

Price increases for Contracted Items occurring during the course of the Contract must not exceed the Price Cap, otherwise Agency shall be entitled to remove Products off of the Contracted Items list and move the Contracted Items into the Rest-of-Marketplace Products category, in which case such removed Products will no longer be bid-protected under the Contract-unless such Products are later moved back onto the Contracted Items list under Section VII.9. Agency's right to remove Products from the Contracted Items list shall be in addition to the remedies listed below.

Agency will monitor price increases for Products on the Contracted Items list.

At any time over the course of a Contract year when the price increases for any Contracted Item exceed a designated Agency threshold of three times the annualized increase in the United States Consumer Price Index (the "Price Cap"), PEPPM may take unilateral action or may instruct Awarded Vendor to promptly:

- Remove the designation of a Product as a Contracted Item;
- Substitute a lower-priced brand equivalent as a Contracted Item;
- Substitute an Authorized Reseller for a Product to continue to be on the Contracted Items List;
- Request an Authorized Reseller to lower the price of the Contracted Item;
- Find a lower-priced functional equivalent Product to be on the Contracted Items list;
- Request that a Product be blocked or prohibited for sale;
- Advise Eligible Entities to block Products or categories of Products; or
- Publish a list of Products designated as "Contract Ineligible."

PEPPM will calculate the Price Cap on the first day of the Contract, which shall apply for twelve (12) months, and then recalculate the Price Cap on subsequent anniversary dates. PEPPM reserves the right to accept and approve a price increase above the Price Cap, if after PEPPM's research, it determines, in its sole discretion, a price increase above the Price Cap is due to factors out of control of the Awarded Vendor, such as weather, epidemics, tariffs, insufficient supply against demand, or disruptions in the supply chain. In such cases, the price basis for such Products shall be re-indexed and monitored against the new baseline price.

If, in the sole opinion of the Agency, an unreasonable number of Contracted Items exceed the Price Cap, the Contract becomes unmanageable, or if the Agency determines, in its sole discretion, that the Contract is no longer a value to Eligible Entities, Agency reserves the right to terminate the Contract.

## **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 a prebid meeting, directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form. This service is available to all potential Bidders.

Bidders must examine the entire bid package, and 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 Bid Due Date and Bid 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 <a href="www.Epylon.com">www.Epylon.com</a> 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, office supplies, art and instructional supplies, or MRO 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 employee has opened the bid form
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania
- They have not checked the box to receive RFBs in the categories of technology, office supplies, art and instructional supplies, or MRO.

For assistance in finding the bid form, Bidders should contact customer service at (888) 211-7438 or at Service@Epylon.com.

### IX.4 Prebid Meeting

A prebid meeting will be held at a time as described or referenced <a href="here">here</a>. In the case of an emergency, or, in the Agency's discretion, in the interest of public health and safety, and as permitted by applicable law, the prebid meeting may be held via teleconference or video conference. Bidders interested in participating should register at <a href="https://www.PEPPM.org.bids">www.PEPPM.org.bids</a>. 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 <u>BidQuestions@PEPPM.org</u> no later than 4 p.m. ET on the <u>Questions Due Date</u>. Bidders are advised to look on <u>www.PEPPM.org</u> for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service at (888) 211-7438 or <a href="Service@Epylon.com">Service@Epylon.com</a>. 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 RFB or the PEPPM Terms and Conditions.

## IX.6 Exceptions to PEPPM Terms and Conditions

Any proposed exception from the requirements of this RFB or from the PEPPM Terms and Conditions must be stated in writing and submitted by email by the <a href="mailto:Exceptions Due Date">Exceptions Due Date</a> to <a href="mailto:BidQuestions@PEPPM.org">BidQuestions@PEPPM.org</a>.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids.

No material exceptions will be accepted with final electronic bid submissions received on the <u>Bid Due Date</u>. 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 the Contract to an Awarded Vendor, Agency reserves the right to amend the PEPPM Terms and Conditions 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 Bidder before award 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.
- Check-Marking the Marketplace bid Category: Only one type of Marketplace is specified on the bid form. Bidders must check the white box next to "Marketplace Solution" and the Bidder must attach files alongside that particular Marketplace description.
- Payment Information: Bidders may pay bid Evaluation Fees and prospective bid Award Fees by credit card or by checking account information.
- Completion of the Pricing Templates: The first 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 for Core List Products are entered on the Bid Response Tab. On the second template, Bidders must separately attach a completed spreadsheet containing Group 2 Product Offerings.

More information on filling out the forms is located in the Pricing Specification Section.

## IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

- 1. Attachments that go alongside the name of the "Marketplace Solution" bid are:
- Signed Awarded Vendor Agreement
- PEPPM Marketplace Pricing Template (includes Core List Products, Quote Sheet, and Group 2 Products Tab)
- 2. Attachments that go alongside a required question are:
- Reference Forms (containing at least three references)
- Public Information Plan
- Any optional files to expand upon an answer to a question
- 3. Attachments that can be uploaded to the "Additional Response Information" section are:
- Any optional files to provide the Agency more information

#### IX.9 Public Information Plan

The Agency requests that an Awarded Vendor develop a public information program to promote knowledge of the Contract by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, tradeshows, and other commercial avenues of communication. This plan may 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 interest of Bidders to submit their bids far enough before the <u>Bid Due Date</u> to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or the Agency. Such impediments could include 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.

WARNING: Due to the potential size of some required attachments, upload time can take several minutes depending on the originating Internet upload site. Uploads by a user working from a business site usually upload faster than by a user working at home. The bidding software site can accept spreadsheets containing up to one million SKUs, sized 80 megabytes or less. Files of this size can take up to 10 to 30 minutes to transfer, depending on the capabilities of the upload location.

A Bidder should not wait until the last minute to upload its attachments. Bids with files still in process of loading at the bid deadline will be considered late.

#### IX.11 Submission

When Bidders complete their bids, clicking on the "Continue" button at the bottom of the page enables the Bidder to make one last review of their work before submission. When satisfied, Bidders must click the "Submit" button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

## IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that the use of his/her username and password constitutes 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 PEPPM Terms and Conditions, final pricing, statements, and all other commitments submitted to the 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's 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 clicks the "Submit" button and sends 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 for at least 90 days, and the Bidder must supply the awarded Products under the Bidder's Offer, consistent with the PEPPM Terms and Conditions.

#### IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the <u>Bid Due Date</u> and Bid Time. Bids will be electronically unsealed and publicly read at the <u>Bid Opening Date</u> 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. However, in the case of an emergency, or, in the Agency's discretion, in the interest of public health and safety, and as permitted by applicable law, PEPPM may instead publicly broadcast the opening of bids via teleconference or video conference.

The Agency reserves the right to reject any or all bids not prepared in accordance with instructions or to waive any such informalities.

#### IX.16 Late Bids

The Agency will not consider late bids.

#### IX.17 Firm Offers

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 Offers must remain firm for at least 90 days from the <u>Bid Opening Date</u>.

#### 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 this RFB must be received at the Agency before the <u>Bid Opening Date</u>. A protest of a proposed award or 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 RFB
- 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, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as first provided. The Agency shall have the right to reproduce and publish any and all\_bid submission information, documents, and files. To the extent allowed by law, it is the 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 Bidder's business.

## X Bid Evaluation and Award Process Return to Top

## X.1 Qualification for Evaluation

Following applicable Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make an award to the Bidder determined by Agency to be the Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution.

## X.2 Creation of Contract

The evaluated bid recommended for award does not become the formal Contract until the Agency's Board of Directors makes the award and an authorized representative of the Agency signs the Contract.

#### X.3 Bid Evaluation Process

Only bids received on time will be evaluated. A high-level overview of the evaluation process is:

- Bids will be evaluated to determine if the Bidder submitted a Responsive Bid and that all required attachments and documents are present;
- For those Bidders who submitted Responsive Bids, the responses to their questions will be examined to ensure the Responsive Bidder is a Responsible Bidder and capable of providing Products to Eligible Entities under the PEPPM Terms and Conditions;
- For those Bidders determined to have submitted a Responsive Bid and determined to be a Responsible Bidder, their pricing will be compared to competing Responsive Bids from Responsible Bidders to rank pricing from lowest to highest;
- The Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution will be identified; and
- The Responsive and Responsible Bidder offering the lowest-cost Marketplace Solution will be recommended for an award.

#### X.4 Rejection of Bids

The Agency reserves the right to accept or reject any or all bids or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids;
- Bids that are Non-Responsive; and
- Bids from Bidders deemed not responsible.

## 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 to Agency. 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 bids will be evaluated for price. The following factors will be evaluated for responsiveness:

Facto	ors related to a Bidder'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		
	PEPPM Terms and Conditions were accepted		
	Reference forms for the Bidder were attached		
	Attached a signed Awarded Vendor Agreement		
Facto	ors related to specifications, pricing, and forms, Agency found evidence the Bidder:		
	Has a single URL directing users to a Marketplace offering the Contracted Items		
	Offered the type of Marketplace specified		
	Has Offered Group 2 Product pricing for at least 300,000 Suitable Products in its Marketplace		
	Offered not more than one million (1,000,000) Group 2 Products within the Marketplace that are		
	pertinent to education and public-sector buyers		
	Agrees that Eligible Entities must first register with PEPPM before being given buying access to the		
	Awarded Contract		
	Filled out a Quote Sheet and indicated pricing formulas		
	Priced at least 50% of the Core List Products on the Bid Response Tab and showed all relevant		
	discounts as described on the Quote Sheet		
	Was able to show the relevant shipping costs on its website for any Product or set of Products before purchase		
	Can offer multiple shipping options, such as expedited delivery		
	Can monitor the shipping charges of its Authorized Resellers		
	Has status as a domestic company in the United State and is certified to do business in the United States		
	Has an affirmative program in place to monitor that sources of supply are legal		
	Will be the point of contact for customer sales support and service to all Eligible Entities		
	Has current relationships with Eligible Entities for verification of customer satisfaction		
	Will serve all Eligible Entities in the United States who accept PEPPM's and Awarded Vendor's Terms and Conditions		
	Can be a central point for invoicing and payment for the sale of Products		
	Hosts necessary communication (phone, email, website) for reasonable customer service during		

		normal business hours in all U.S. time zones	
		Ensures the delivery of Products	
		Coordinates or provides instructions for any returns	
		Acts as the central point of contact with Agency and its agents	
		Assures the security of user login credentials, payment data, and consummates transactions under industry standards	
		Meets California privacy requirements or any higher state or federal standard for data privacy	
		Is in control of the Marketplace terms and conditions whereby an Authorized Reseller is added to its Marketplace	
		Can approve or reject any Authorized Reseller	
		Is able to block certain categories of Products	
		Can see all Products offered by any Authorized Reseller on the Marketplace (that is, no secret or	
		hidden Products for sale and hidden from the Awarded Vendor)	
		Has the ability to sanction or take action against any of its Authorized Resellers	
		Can force an Authorized Reseller to modify its Product descriptions, specifications, notices, or warnings	
		Has provided a document or a link to a document containing Bidder's standard terms and conditions for use of its Marketplace Solution and website.	
X.7	<b>Evaluation of Responsibility</b> Bidders must pass a test for responsibility before their 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 in the United States	
		ls not insolvent or currently involved in bankruptcy	
		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	
		Deploys system of customer support and service to all chosen Eligible Entities 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	
		Complied with any previous or existing PEPPM contracts	
		Possesses the capability and qualifications to perform the Contract in all respects, and has the	
		financial strength, integrity, and reliability to assure good-faith performance of the Contract	
X A	Fval	uation of Pricing	

# **X.8**

Effective pricing from Responsive and Responsible Bidders will be compared to identify the Bidder offering the lowest-cost Marketplace Solution. If an award is made, it will be made to a Responsive, Responsible Bidder that the Agency determines offers the lowest-cost Marketplace Solution. In the event of a tie between multiple Bidders, the winning Bidder will be decided by the flip of a coin or another method of chance selected by the Agency.

To determine which Bidder offers the lowest-cost Marketplace Solution, Agency will compare the pricing in the following groups:

- Core List Products pre-identified and specified by Agency
- Comparable SKUs Offered by Bidders of other Group 2 Products, deemed to be Suitable Products

Agency reserves the right to remove from comparison any Products that:

- Have been discontinued by the manufacturer;
- Contain errors in the Agency's specifications;
- Cannot be fairly compared among Bidders;
- Are substituted by multiple vendors;
- Products that are not for education and public-sector buyers; or
- Result in substitutions deemed inferior.

Agency declares that in comparing any bid to another, it may use a statistically valid sample of comparable Products to determine the lowest Bidder with a comparable Marketplace Solution.

Upon the Agency's request, any Bidder offering equivalent substitutions to Core List Products must provide samples of any equivalents within two days of the Agency's request. Samples are to be sent at Bidder's sole expense. Samples are non-returnable and may be destroyed after testing.

#### 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 Products through the 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). Awarded Vendor and its Authorized Resellers must agree to comply with certain requirements that may be applicable to specific purchases using federal grant funds. Each Eligible Entity has the responsibility to advise Awarded Vendor or applicable Authorized Reseller if an order will use funds under a federal grant or contract, in which case Sections XI.1 through XI.13 shall apply. An Awarded Vendor or Authorized Reseller, at its option, may refuse to accept an order where an Eligible Entity specifies the use of federal funds and requires compliance with the following Uniform Guidance Requirements, provided, however, that, if the Awarded Vendor or Authorized Reseller accepts the order, then Sections XI.1 through XI.13 shall apply.

## XI.2 Awarded Vendor Violation or Breach of Contract Terms

Purchase Orders for more than the simplified acquisition threshold currently set at \$250,000.00, 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 in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default will be set forth in the Purchase Order.

### XI.3 Termination for Cause or Convenience

For any Purchase Order of more than \$10,000.00 made using federal funds, the Awarded Vendor or Authorized Reseller agrees that the following terms and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor or Authorized Reseller. If the Purchase Order is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor or Authorized Reseller for Products delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's or Authorized Reseller's return policy. If the Eligible Entity has paid the Awarded Vendor for Products 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 under <u>Section</u> XIII.6.

## XI.4 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 or Authorized Reseller 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.5 Clean Air Act and Federal Water Pollution Contract Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251- 1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor and Authorized Reseller agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

## XI.6 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies to the Agency 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 and Authorized Reseller further agree to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor or Authorized Reseller is 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.7 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352)—Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

## XI.8 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.9 Profit as a Separate Element of Price

For purchases using federal funds over \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When the Eligible Entity makes a reasonable determination that such information is required by applicable law, the Awarded Vendor or Authorized Reseller agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase.

#### XI.10 Not-To-Exceed Price

If requested by the Eligible Entity, on any Purchase Order based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk under 2 C.F.R. § 200.318(j).

#### XI.11 Contracting with Historically Underutilized 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.12 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by "or equal," an alternate or comparable Product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable Product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the specification and those of the proposed alternate Product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by an Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify the Eligible Entity of all substitutions for cause with full documentation at least 30 days before the commencement of work or delivery. 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.13 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, to the greatest extent practicable, in connection with any Products (including qualifying services) purchased by the Eligible Entity with federal grant funds.

## XI.14 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order 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 Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action over \$250,000.00, including contract modifications. This 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 this cost or price analysis to comply with applicable law.

# XII Post-Award Requirements Return to Top

## XII.1 Reporting

Each calendar quarter, Awarded Vendor shall report all Products sold (including mutually agreeable attributes of the products and sales) under contract during such calendar quarter. Such reports shall be forwarded to PEPPM within thirty (30) days of the end of such calendar quarter.

After award, the Agency and Awarded Vendor will mutually agree on a reporting method and schedule that captures metadata on all Contract transactions. PEPPM may obtain all or parts of the information from the

Awarded Vendor, or from buyer accounts, or third party services, provided that the information is accurate. Reporting methods may change from time to time upon mutual agreement of the Agency and Awarded Vendor. Notwithstanding anything to the contrary set forth above, the Awarded Vendor must meet one or more of the following reporting criteria:

- Monthly reporting by Excel files (or other mutually agreeable method) with fields to be mutually defined by PEPPM and the Awarded Vendor, or
- Quarterly reporting by Excel files (or other mutually agreeable method) with fields to be mutually defined by PEPPM and the Awarded Vendor.

PEPPM will study all transactions reported utilizing data from Awarded Vendor Reports, reports consented to by Buyers directly to PEPPM, or from third party tools or websites that allow PEPPM to determine data such as the attributes listed below:

- Manufacturer SKU
- Awarded Vendor SKU
- Product Name
- Product Description
- Unit of Measure
- Quantity Ordered
- Buyer's Name
- Eligible Entity Name
- Eligible Entity's City
- Eligible Entity's State

Agency acknowledges that obtaining sales price data for a particular Eligible Entity may require obtaining the pricing from the Eligible Entity or consent from the Eligible Entity for Awarded Vendor to release the price information. As a report, Agency will use statistically representative reports to determine pricing compliance during the Term of the Agreement. The Agency reserves the right to change, amend, or add data reporting fields and reporting periods with the mutual consent of the Awarded Vendor. The consent of the Awarded Vendor will not be unreasonably withheld, conditioned, or delayed.

## XII.2 Quarterly Snapshot Reports

Each calendar quarter, Awarded Vendor shall report all Products sold (including mutually agreeable attributes of the products and sales) under contract during such calendar quarter. Such reports shall be forwarded to PEPPM within thirty (30) days of the end of such calendar quarter.

## XII.3 Pricing Compliance

Agency requires a periodic pricing report of Marketplace pricing to verify prices and price changes. These pricing reports may be obtained from Awarded Vendor, from a review of Awarded Vendor's Marketplace Solution, or from a third-party information provider that offers reliable information about Marketplace pricing.

Occasionally, the Agency may conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of bid pricing and invoiced sales.

## XII.4 Contact and Ordering Instructions

Awarded Vendor will cooperate with PEPPM in the development of ordering instructions necessary for Eligible Entities' use of the Contract.

## XII.5 Contract Promotion, Advertising, and Marketing

The Awarded Vendor shall not advertise or publish information concerning an award of the Contract before an announcement is made by the Agency. However, after the Agency signs and announces the Contract, the Awarded Vendor may make truthful and accurate marketing statements regarding the Contract.

The Agency must give prior approval before an Awarded Vendor issues a press release about the Contract.

The Agency extends a license to the Awarded Vendor, for the term of the Contract, to use the PEPPM logo on the Awarded Vendor's website and in marketing collateral. Advance permission and review are required. The Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

## XII.6 Contract Extension

Agency reserves the right to offer and extend the length of term of the Contract, but no more than twice and in separate one-year increments. At no time\_shall the ability to sell under the Contract be in force for more than a two-year period. The extension of the Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

Notwithstanding the foregoing, in the event of emergencies, and as allowed by law, Agency reserves the right to offer month-by-month extensions until a new Contract is awarded. Any month- by-month extension of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

Agency requires an extension fee of \$100 for a one-year extension.

# XIII Other Terms and Conditions Return to Top

### XIII.1 Awarded Vendor Terms and Conditions

As between Awarded Vendor and all Eligible Entities who purchase Products from Awarded Vendor's Marketplace, the Awarded Vendor may require an Eligible Entity's agreement to the Awarded Vendor's standard commercial terms and conditions applicable to use of Awarded Vendor's Marketplace website, and Awarded Vendor's standard commercial terms and conditions applicable to the purchase of Products from the Awarded Vendor's Marketplace (collectively, "Awarded Vendor's Terms and Conditions"). After an Award, the Awarded Vendor shall designate a URL that sets forth Awarded Vendor's Terms and Conditions, and those Awarded Vendor Terms and Conditions, in conjunction with the PEPPM Terms and Conditions, shall govern the sale of Products to Eligible Entitles in the Marketplace.

Awarded Vendor may decline to sell Contracted Items to Eligible Entities that do not consent to the Awarded Vendor's Terms and Conditions. The Awarded Vendor's Terms and Conditions may change occasionally, provided any changes are applied uniformly to all Eligible Entities and are applied prospectively to future Purchase Orders and not retroactively to any existing Purchase Orders.

Such Awarded Vendor Terms and Conditions shall be solely between the Awarded Vendor and the consenting Eligible Entity. <u>The Awarded Vendor's Terms and Conditions do not govern or modify the relationship between the Awarded Vendor and Agency, acting as the purchasing cooperative administrator, such as the amount of the Transaction Fees, the amount of the Bid Evaluation and Award Fees, central reporting obligations, the requirement of references and other matters covered by the PEPPM Terms and Conditions and the Contract.</u>

As between the Awarded Vendor and an Eligible Entity, in the event of any conflict or inconsistency among the PEPPM Terms and Conditions and the Awarded Vendor's Terms and Conditions consented to by the Eligible Entity, the Awarded Vendor Terms and Conditions shall control.

It is the Agency's intention to give Eligible Entities and the Awarded Vendor flexibility to establish additional, separate terms and conditions as they may mutually agree, if, and only if, such terms are not:

- Prohibited by applicable procurement laws or regulations;
- Used to circumvent requirements for competitive bidding;
- In conflict with the PEPPM Terms and Conditions or the Contract; or
- Otherwise prohibited by law, regulation, or local policy.

## XIII.2 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, modifications, 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).

## XIII.3 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 delivering 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 for one or more Products or categories of Products) or Purchase Order for any of the following reasons:

- Breach of, violation of, or non-compliance with 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 or reasonable assurances of performance acceptable to Agency or Eligible Entity are not provided within thirty (30) days of receipt of written notice thereof;
- Failure to pay Transaction Fees when due;
- Failure to maintain its baseline website online;
- Awarded Vendor or any Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity; or
- The Awarded Vendor has been identified by the U.S. Government as posing a national security threat.

#### XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in the PEPPM 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 regarding the event of default or any succeeding event of default.

### 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 under 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, pandemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations under the Contract, or the Eligible Entity regarding obligations under the Purchase Order, orally within five business days and in writing within ten business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. This notification shall:

- Describe fully this 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 this estimation.

The Awarded Vendor shall have the burden of proving that this cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

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

### XIII.6 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).

In the event of termination of the Awarded Vendor Contract by Agency, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by PEPPM Terms and Conditions 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.7 Assignment

The Contract shall be binding upon the parties and their respective successors and permitted assigns. The Awarded Vendor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract, 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 shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by all of the PEPPM Terms and Conditions, the Contract, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency has consented to an assignment and agreed in writing to release the assignor

from liability under the Contract, no assignment shall release the Awarded Vendor from liability under the Contract.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered 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 Agency, assign the Contract 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 the Contract and agrees in writing to be bound by the PEPPM Terms and Conditions and the Contract.

## XIII.8 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnities") from and against all claims, damages, losses, and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnities incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by the Marketplace in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must:

- (a) Promptly notify Awarded Vendor of a Covered Claim;
- (b) Provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so that they become non-infringing, without material loss of functionality; or
- (c) If neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

#### XIII.9 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against any and 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 or Authorized Reseller's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses, or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions is 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.

The obligations of the Awarded Vendor under this Section shall survive termination of the Contract or Purchase Order.

### XIII.10 Governing Law; Jurisdiction and Venue, and Severability

This RFB, the Agreement, and the Contract shall be governed and construed in accordance 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 the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania for purposes of any and all litigation arising out of or relating to this RFB, the Agreement, the Contract, or the use of the PEPPM website, or any other action arising hereunder to which the Agency is made a party. The Awarded Vendor, or any other claimant, hereby waives any objections, lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Claims, disputes, or other matters that arise between an Eligible Entity and an Awarded Vendor or Authorized Reseller shall be resolved under procedures established between the Eligible Entity and the Awarded Vendor, or in the absence thereof, under applicable law.

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 this invalidity shall be caused by the length of any period set forth in any part of the Contract or Purchase Order, this period of time shall be considered to be reduced or increased, as necessary, to a period which would cure this invalidity.

#### XIII.11 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two business days after its postmark by the postal service or proof of delivery by a commercial carrier.

#### XIII.12 Binding Nature and Survival

The Contract and each Purchase Order shall be binding on and inure to the benefit of the respective parties thereto and their respective successors and permitted 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.13 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 engage a new eCommerce Consultant. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

The Awarded Vendor will need to execute a new eCommerce Merchant Agreement and Nondisclosure Agreement (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have 20 workdays after receipt of the new agreements to sign and return the agreements in order to continue the Contract and shall cause its Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day period, the Agency may terminate the Contract upon at least 10 days' prior written notice.

There will be no increase in the Transaction Fee as a result of 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, Agency reserves the right to collect the original Transaction Fee.

## XIII.14 Copyright

This RFB, the PEPPM Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation, 2024 (©2024, CSIU & Epylon).

[END]