

**Cafeteria Paper / Small Wares Supplies**  
**2015-2016 School Year Bid**  
**Bid No. 167**

**ESM Solutions (ESM)**  
**Sealed Sourcing Event Terms and Conditions**

Vendors who are awarded a sealed sourcing event through ESM will be charged two (2%) percent of the purchases made pursuant to this bid, and shall remit such fee directly to ESM.

The awarded vendors will be responsible for providing ESM with a quarterly report of the total dollar purchases made, by any participant that procures against the awarded contract(s).

ESM reserves the right to render an awarded vendor account inactive if payment is more than ninety (90) days delinquent.

These Sealed Sourcing Event Terms and Conditions supersede any and all other ESM Terms and Conditions that may be referenced in other sections of this sealed event.

**LANCASTER-LEBANON IU 13 (LLIU 13)**  
**General Terms and Conditions**

**1. Summary of Bid:**

Lancaster-Lebanon IU 13 ("LLIU 13") is soliciting bids on behalf of those participating public school and governmental entities listed in Section 29 of these General Terms and Conditions, as well as other local public procurement units that desire to participate if the bidder has elected the piggyback option per Section 27 of these general terms and conditions, through the Internet commerce service company, ESM Solutions (<http://www.esmsolutions.com>).

**2. ESM Solutions:**

All bidders and awarded vendors must comply with all applicable ESM requirements. Neither LLIU 13 nor any participants will be a party to any bidder's or awarded vendor's agreements with ESM, and no representations or warranties are made by LLIU 13 or any participants regarding ESM, any such agreements or any other requirements of ESM respecting its awarded vendors or bidders hereunder.

ESM is a private entity, unrelated to and independent of LLIU 13 and the participants. Neither LLIU 13 nor any participants shall be liable or responsible for any actions or omissions of ESM. Any dispute between any bidder or awarded vendor and ESM related to the processing or retention of bids, whether before or following the award of any contract pursuant to this bid process, shall be between the bidder/awarded vendor and ESM and shall not include any claim against LLIU 13 or any participants.

The applicable participant and/or ESM, and not the awarded vendor, shall own all transactional data relating to purchases by the applicable participant. Usage of such data by ESM for transfer or disclosure is only permitted with written consent of the applicable participant.

**3. Electronic Transactions:**

Bidders, by their submission of a bid, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. §§ 2260.101 et seq.

Neither LLIU 13 nor any participants make any representation or warranty concerning the reliability or security of any communications links, networks, or any data or information transmitted electronically, and neither LLIU 13 nor any participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure. Bids may only be submitted through electronic means provided by ESM. ESM shall provide a means of confirming receipt of any such bid. Any bid that does not receive such confirmation shall not be deemed accepted or received. It shall be the bidder's sole responsibility to rectify any technical difficulties that prevent ESM from receiving and registering the bidder's submission.

#### **4. ESM Responsibilities:**

ESM is contractually obligated to provide a secure, confidential, encrypted, electronic process for bidders to submit bids and to receive and store all bids submitted electronically to ESM's designated website.

Once a bid is received by ESM, it must maintain strict confidentiality and must not permit any tampering with the contents of that bid by the submitting bidder or any other bidder, LLIU 13, any employee of LLIU 13, any participant, any employee of ESM (other than required for proper maintenance and protection of the bids), or any other person or agency. Upon the designated bid opening date and time, the designated LLIU 13 representative(s) shall be provided with access to open bids for public record.

#### **5. Submission of Bid:**

Bids must be submitted electronically, via the Internet, using the secure servers of ESM by the time and date specified on the attached bid schedule at which time all bids will be opened electronically. Any bid received after the time and date specified on the attached bid schedule will be rejected. Bid opening shall be at LLIU 13, 1020 New Holland Avenue, Lancaster, PA 17601 on the date and at the time stated on the attached bid schedule.

All bids must be properly submitted on the ESM website at (<http://www.esmsolutions.com>). No telephone, telecopier (facsimile), telegraph, mail, or personal or other delivery of bids will be accepted.

In addition to the information required to be submitted electronically, specific bid documentation as provided in Section 6 below, must be received in hard copy format by the time and date specified on the attached bid schedule.

Prior to the bid opening date and time, a bidder may request to have its bid response returned for correction. The request must be made in writing to LLIU 13. Returned bid responses must be resubmitted electronically by the bid opening date and time. Any bid response/correction received after this date and time will be rejected.

#### **6. Documents Required for Submission:**

In addition to the bid response required to be submitted electronically, the following documentation must also be electronically received on or before **12:00 PM** of the bid opening date. All documents must be submitted through ESM and attached to the bid response for **bid number 167**.

Failure to receive these completed documents on or before the stated deadline may result in the rejection of the electronic bid response. The documents are available upon access of the bid through ESM and can be completed electronically (including signatures) or scanned and returned in PDF format on or before **12:00 PM** of the bid opening date.

The documents include:

- **Form of Proposal;**
- **Non-Collusion Affidavit (NOTE: NOTARY SEAL MUST BE VISIBLE IN THE ELECTRONIC DOCUMENT); and**
- **Piggyback Clause Acceptance Agreement.**

In addition to the foregoing, the following hard copy documentation is required to be submitted and received **on or before 12:00 PM** of the bid opening date in a sealed envelope marked with the bidder's name and the caption "Sealed Bid (number and name of bid) to:

Lancaster-Lebanon IU 13 Collaborative Services  
Attention: Diane Bates  
1020 New Holland Avenue  
Lancaster, PA 17601

- a. **Bid Security Deposit** – a certified check, cashier's check, or a treasurer's check drawn to the order of LLIU 13 or a bid bond in a form and with surety acceptable to LLIU 13, in the amount of 10% of the total bid; and
- b. **Sample Document Form(s) and samples.** See Section 10 of these general terms and conditions.

Failure to receive these completed documents in hard copy on or before the stated deadline may result in the rejection of the electronic bid response.

#### **7. Bid Response Notes:**

When bidder indicates, by checking on the electronic bid form the box marked "quoted as specified" for an individual item, it is understood that the exact item named in the specification will be furnished by the bidder.

The "Response Notes" fields of the electronic bidding program are to be used to record notes and comments regarding individual line items of the bid. Such notes shall include manufacturer and model information for items quoted as "equal for approval" alternates to specified materials. The note fields must also be used to alert the LLIU 13 about obsolete or superceded materials, differing package or case quantities, or any other relevant information regarding the materials that are being offered in a bidder's bid.

Only those items that are being bid **EXACTLY AS SPECIFIED** should have the box "Quoted as Specified" checked. Bidders bidding alternate items should NOT check this box but, instead, enter all relevant information about the alternate item in the bidder response note for that item.

Use the "Vendor Reference" field only for the company's catalog or stocking number or other internal reference. Do not use this field to note manufacturer, part or model number that is being proposed as an alternate; use the "Response Notes" field for this purpose.

#### **8. Bid Pricing:**

Bids shall show both unit prices and total prices extended to the nearest hundredth of a cent. Bidder is responsible to enter unit prices and to verify the total price is calculated correctly. LLIU 13 reserves the right to reject any unit prices bid. Bid prices shall include all charges, including delivery F.O.B. shipment destination, except as specifically noted in these specifications under "Delivery", and shall include all discounts.

#### **9. Delivery:**

The unit prices noted shall include all charges, including delivery F.O.B. to the shipment destination of the participants or as outlined in the bid specific terms and conditions of each bid. Deliveries shall be made at the destinations indicated, and within the time deadlines and other parameters noted, on the purchase order from the participant. Each participant shall be given at least 48 hours prior notice of deliveries.

#### **10. Bid Samples:**

Specification sheets and descriptive brochures, as well as samples, shall be sent for all items in the bid specifications that are so noted in the specifications, and for all items bid as an alternate “or approved equal”, to **Diane Bates, LLIU 13, 1020 New Holland Avenue, Lancaster, PA 17601**, on or before 12 PM of the bid opening date.

The terms and conditions for some bid items state that samples and/or literature are required even when a specific brand name in the specifications is being quoted. **LL IU 13 reserves the right to reject bids as non-responsive due to non-submission of the required sample(s) and/or literature.**

All samples are to be marked utilizing the “Sample Documentation Form” attached with the bid. This “Sample Documentation Form” must be completed and attached to each individual sample, as well as to the outside of each shipping carton which contains samples. The information required on this form must include the following: bid item number, bid name, bid line number, item description, bid opening date, bidder name, manufacturer name, and bidder contact. Bidders may be required to demonstrate equipment offered as an alternate. Only one alternate bid per item will be considered. If more than one is submitted, the first item listed will receive consideration. No samples will be returned unless so noted by the bidder at the time of delivery and only if return postage is guaranteed by the bidder.

#### **11. Compliance with Bid Requirements:**

Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid that is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-responsive.

#### **12. Substitution:**

When the bid list of items indicates a brand name or specific manufacturer’s catalog reference, the bidder may bid an item other than that named in the bid list as an equal thereto unless the item specification states “No Substitute.” In all such instances, the proposed substitution shall be clearly described in the bid with the name of the manufacturer, the brand and/or trade name, and any variation from the specifications or standard, and a sample (or complete literature in the case of large or expensive items) must be furnished. Unless a substitution is so indicated, the bidder shall be required to deliver the item as specified in the bid specifications.

All items bid, even those bid as alternate or substitute items accompanied by samples, shall be expected to meet all specifications for that item unless such exceptions are explicitly outlined in the response notes. The submission of a sample does not by itself demonstrate compliance with requirements. Successful bidders are responsible for, and must rectify errors resulting from, their selection of inappropriate model and catalog numbers when bidding substitute and/or equivalent items –where allowed – to those specified in the bid packet.

If the unit package, box, case, or carton-pack quantity differs from that specified for a particular item or items, the bidder must specify clearly in the response notes the exact unit pack or package quantity that will be furnished.

The awarded vendor agrees that in the event a participant has received, accepted and/or paid for a shipment of a specified item(s), but shall discover upon opening at a later date that the item(s) does not conform to specifications and/or other quality standards of the sample(s) submitted, it shall replace promptly all of the items rejected with products that meet specifications and/or conform to standards of the sample without extra charge and without conditions to the participant.

**13. Material Safety Data Sheets:**

As required by the U.S. Department of Labor, Occupational Safety & Health Administration, a material safety data sheet ("MSDS") shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods.

**14. Bidders Evidence of Responsibility:**

A bidder may be required to furnish evidence in writing or electronically that such bidder (a) maintains a permanent place of business and (b) has adequate equipment, finances and personnel to furnish satisfactory and expeditiously the items bid and (c) is an authorized dealer that is authorized to provide necessary goods, services and warranties for the items bid. Each bidder shall be prepared, if requested by LLIU 13 or any participant, to provide documentation that the bidder has the experience, qualifications and financial ability to perform any contract awarded or to be awarded to the bidder.

**15. Assignment:**

The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person or entity without the prior written consent from LLIU 13, which may be withheld in LLIU 13's sole discretion.

**16. Withdrawal of Bids:**

A bidder may withdraw an erroneous bid it has previously submitted from consideration after the bid opening, without forfeiture of its bid security, if LLIU 13 determines, in its sole discretion, that the price bid was submitted in good faith and the bidder submits credible evidence that the reason for the price being incorrectly too low was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial mathematical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

Notice of such a claim of the right to withdraw such bid must be made in writing to the LLIU 13, 1020 New Holland Avenue, Lancaster, PA 17601, within five (5) business days after the opening of bids.

Except as aforesaid, bidders may not withdraw bids, and all bids shall remain valid, for a period of ninety-one (91) days after the date set for the opening thereof. No rights shall accrue to any bidder submitting a bid until such bid has been awarded and until properly executed purchase orders are received.

**17. Selection or Rejection of Bids:**

Award of bids to responsive and responsible bidders will be based on the lowest bid for unit price (or lotted items as noted) as defined under "Bid Pricing" above and as determined by LLIU 13. LLIU 13 reserves the right to reject any or all bids (in whole or in part) and to waive any or all irregularities or informalities in connection therewith at its discretion, and to select single items from any bid. A bidder's or awarded vendor's failure to comply with bid and/or contract requirements in previous awards is grounds for rejection of bids submitted.

**18. Award – Contract:**

If any bid is accepted (in whole or in part), the contract(s) shall consist of the invitation for bids, the electronic bid specifications and schedule of items applicable to this bid, the terms and conditions (general, bid specific, special and supplementary, as applicable), the completed electronic bid response, and all other electronic and

hard copy bid documents along with any revisions, clarifications, error correction notices, and explanatory notes issued prior to bid opening, and the participant's purchase order or signed service agreement with the vendor who has been awarded contract(s) under this bid.

In the case of differing or contradictory contract language, the language providing the greatest benefit to LLIU 13 and its participants shall take precedence. LLIU 13 reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid.

The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts-of-law rules.

**19. Marking and Labeling:**

All shipments must be marked with purchase order number and other information as called for in specifications. All label items must be labeled in accordance with PA Code, Title 34, Labor and Industry, Chapter 309, "Labeling of Substances," and all other applicable laws and regulations. Where specifications described herein exceed state or federal regulations, bidders must comply with written specifications.

**20. Billing:**

Invoices shall be sent to the business office of each participant. Purchases for each participant shall be deemed to constitute a separate contract between that participant alone and the awarded vendor. LLIU 13 is merely the administrator of the bid for the participants and neither has nor assumes legal responsibility of any kind for the payment or other performance of each participant's purchase(s). Payment of any invoices from the awarded vendor shall not be due sooner than thirty (30) days after the participant's receipt of the invoice, and no invoices may be issued until delivery of the covered products has occurred.

**21. Taxes:**

The school agencies who are participants in this bid are exempt from state sales tax and federal excise taxes.

**22. Default:**

In the event any property or service furnished or to be furnished by the awarded vendor under a contract or purchase order should for any reason not conform to the specifications contained herein and to the sample submitted by the awarded vendor with its bid, LLIU 13 or the participant may reject such property or service. In such event, upon receipt of specific instructions from LLIU 13 or the participant, the awarded vendor shall, without expense to LLIU 13 or the participant and without preconditions, immediately remove any rejected property and replace it with such property as conforms to the specifications and samples and/or provide additional or alternative property or services as conforms to the specifications and samples.

Should the awarded vendor default in the performance of the foregoing paragraph, or not satisfy the delivery requirements stated above, LLIU 13 or the participant may procure such property or services from other sources in any manner permitted by law and shall have the absolute right to deduct from any monies due to the awarded vendor, or that may thereafter come due to the awarded vendor, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by LLIU 13 or the participant in such event shall be the prevailing market price at the time the substitute purchase is made, or in the event that it is necessary to seek bids for such property or service, the amount of the successful bid.

**23. Disputes:**

Exclusive jurisdiction and venue for any dispute relating to any matters involving the LLIU 13, the participants listed in Section 29 of these general terms and conditions, and any other participant located in Lancaster County, shall be in the Court of Common Pleas of Lancaster County, Pennsylvania; and any such dispute shall

be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts-of-law rules. Exclusive jurisdiction and venue for any dispute relating to any matters involving a participant from another County in the Commonwealth of Pennsylvania which the awarded vendor has elected to service per the Piggyback Clause Acceptance Agreement shall be in the Court of Common Pleas, for the county in which the participant is located, in the Commonwealth of Pennsylvania; and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts-of-law rules. LLIU 13 shall not be joined in any dispute between an awarded vendor and any participant.

#### **24. Rights and remedies:**

The rights and remedies of LLIU 13 and the participants are not exclusive and are in addition to, and without limitation of, any other rights and remedies provided by law, in equity or under the bid documents, bid security, or contract. All applicable laws shall be deemed to be part of the specifications, and the awarded vendor shall be responsible for compliance therewith.

#### **25. Payment via alternate methods:**

Participants may express interest in payment by credit or debit cards and electronic funds transfer. Please indicate your company's willingness and ability to accept payment by these methods in the "payment terms" field of the bid and advise of any additional discount available for payment at or near time of sale.

#### **26. Precedence:**

In the event of any conflict between these "General Terms and Conditions" and "Bid Specific Terms and Conditions" for individual items, the "Bid Specific Terms and Conditions" for that particular bid shall take precedence.

#### **27. Piggyback Clause:**

Pursuant to Section 1902 of Act 57 of 1998, as amended, 62 Pa. C.S. § 1902, known as the "Commonwealth Procurement Code," school districts (and other public procurement units) are permitted to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit. This process is commonly known as "piggybacking". The LLIU 13, which is the awarding entity under this contract, is willing to make this option available to other public procurement units in addition to the participants listed below for the items and services that are the subject of this bid, provided the bidder indicates its agreement at the time it submits its bid to the LLIU 13. Included in this bid is a "Piggyback Clause Acceptance Agreement," a copy of which is attached. All bidders providing a response to this bid shall complete and return this agreement with their proposal, indicating acceptance or rejection of this option.

#### **28. Reporting:**

In addition to the reports provided to ESM, the awarded vendor(s) shall provide LLIU 13 with a detailed quarterly sales report showing the dollar volume of all sales under this contract for the previous quarter. Reports shall be submitted **electronically only** to [collaborativeservices.org](http://collaborativeservices.org) no later than forty-five (45) days after the close of the previous quarter. It will be the vendor's responsibility to collect, compile and forward all sales under this contract from participants. The quarterly report shall include the participant's name, address, date of sale, purchase order number and total sales.

#### **29. Administrative Fee**

The vendor shall pay to the LLIU 13 as the awarding/ sponsoring entity, or to the LLIU 13's designated assignee, an administrative fee in an amount equal to one and one half percent (1.5%) of all revenues received under any purchase orders or agreements with participants, including any public procurement units participating under the piggybacking option. This 1.5% administrative fee shall be absorbed by the vendor in their G&A/Profit. This administrative fee is in consideration and recognition of the fact that the vendor would not need to respond to separate RFPs, quotes or bids from participants and

piggybacking participants; vendor would not need to invest as much time in securing the award from participants and piggybacking participants; and in consideration of the time and effort expended by the LLIU 13 to enable the cooperative procurement process and piggybacking process to occur. This administrative fee shall be paid quarterly after the receipt of purchase order/agreement revenues. It shall be due and payable no later than forty-five (45) days after the close of the previous quarter. The administrative fee shall be paid by check, which shall be mailed and made payable to Lancaster-Lebanon IU 13 to Lancaster-Lebanon IU 13 Collaborative Services, 1020 New Holland Avenue, Lancaster, PA 17601.

### **30. Participant addresses**

The following are LLIU 13 participant's administrative offices only. Delivery addresses are as per instructions on each individual participant's purchase orders. The awarded vendor is required to service the following participants pursuant to this bid.

1. Annville-Cleona School District, 520 South White Oak St., Annville, PA 17003, (717) 867-7600
2. Cocalico School District, P.O. Box 800, Denver, PA 17517, (717) 336-1413
3. Columbia Borough School District, 200 North Fifth Street, Columbia, PA 17512, (717) 684-2283
4. Conestoga Valley School District, 2110 Horseshoe Road, Lancaster, PA 17601, (717) 399-1542
5. Cornwall-Lebanon School District, 105 East Evergreen Road, Lebanon, PA 17042, (717) 272-2031
6. Donegal School District, 1051 Koser Road, Mount Joy, PA 17552, (717) 653-1447
7. Eastern Lancaster County School District, 669 East Main Street, New Holland, PA 17557, (717) 354-1500
8. Eastern Lebanon County School District, 180 Elco Drive, Myerstown, PA 17067, (717) 866-7117
9. Elizabethtown Area School District, 600 East High St., Elizabethtown, PA 17022, (717) 367-1521
10. Ephrata Area School District, 803 Oak Boulevard, Ephrata, PA 17522-1998, (717) 721-1513
11. Hempfield School District, 200 Church Street, Landisville, PA 17538-1300, (717) 898-5564
12. Lampeter-Strasburg School District, 1007 Village Road, Lampeter, PA 17537, (717) 464-3311
13. School District of Lancaster, 1020 Lehigh Avenue, Lancaster, PA 17602-2452, (717) 291-6121
14. Lebanon School District, 1000 South Eighth Street, Lebanon, PA 17042, (717) 273-9391
15. Manheim Central School District, 71 North Hazel Street, Manheim, PA 17545, (717) 665-3422
16. Manheim Township School District, PO Box 5134, Lancaster, PA 17606-5134, (717) 569-8231
17. Northern Lebanon School District, PO Box 100, Fredericksburg, PA 17026, (717) 865-2117
18. Palmyra Area School District, 1125 Park Drive, Palmyra, PA 17078, (717) 838-3144
19. Penn Manor School District, PO Box 1001, Millersville, PA 17551, (717) 872-9500
20. Pequea Valley School District, PO Box 130, Kinzers, PA 17535, (717) 768-5530
21. Solanco School District, 121 South Hess Street, Quarryville, PA 17566, (717) 786-8401
22. Warwick School District, 301 West Orange Street, Lititz, PA 17543, (717) 626-3734
23. Lancaster County Career & Technology Center, PO Box 527, Willow Street, PA 17584, (717) 464-7050
24. Lebanon County Career & Technology Center, 833 Metro Drive, Lebanon, PA 17042, (717) 273-8551
25. Lancaster-Lebanon IU 13, 1020 New Holland Avenue, Lancaster, PA 17601, (717) 606-1600

**This list does not indicate participation by additional public procurement units utilizing the piggyback option.**

Please note:

IU 13 has moved to an online marketplace platform from which program participants can view pricing and make purchases. If you agree to allow piggybacking of your line item bid, your bid results will be posted on our marketplace platform.



**LANCASTER-LEBANON IU 13**

**Bid Specific Terms and Conditions for Cafeteria Paper / Small Wares Supplies  
for the 2015-2016 School Year**

1. Quoted prices, along with the line item specifications, shall be the determining factor in the bid award. Requirements entered on this bid are anticipated but not guaranteed.
2. Delivery parameters:
  - 2.1. Bid is based on two (2) deliveries during the year to a single location at each participant.  
Shipments to be scheduled and completed as specified by individual participant purchase orders.
  - 2.2 Deliveries may be scheduled beginning 30 days after bid award through January 31, 2016.
  - 2.3 Initial delivery shall be made within a six (6) week delivery window beginning on July 1, 2015.  
This initial delivery shall be delivered on or before August 12, 2015. Concurrent orders shall be delivered on or before a four (4) week delivery window, which will start from the receipt of purchase order.
  - 2.4 All orders shall be packed separately per purchase order. All packages shall be clearly labeled with the participant purchase order number.
  - 2.5 All backorders shall be communicated to the individual participant. Participants will then make the determination to ship as is, or hold until complete.
3. Bidders shall respond in the vendor notes section of the bid stating additional costs, if any, for the following, which may be requested by individual participants. An absence of entry in the vendor notes section will be an indication that there are no additional costs associated with 3a. or 3b. below.
  - a. Additional deliveries over the two requested in the bid.
  - b. Deliveries to multiple locations within a participant.
4. The expiration date on all products delivered must be no earlier than **June 30, 2016**.
5. Pricing for this bid shall remain firm from time of award through **January 30, 2016**.

## **PIGGYBACK CLAUSE ACCEPTANCE AGREEMENT**

AUTHORIZATION FOR OTHER PUBLIC PROCUREMENT UNITS TO PURCHASE DIRECTLY FROM VENDOR ACCORDING TO  
THE TERMS OF THIS CONTRACT

***THIS FORM MUST BE RETURNED AS PART OF THE BID RESPONSE WHETHER OR NOT THE VENDOR AGREES TO  
PARTICIPATE IN THE PIGGYBACKING PROVISIONS.***

If the Vendor indicates its agreement to the piggybacking arrangement, the following conditions will apply:

1. Vendor will have the option to sell services, supplies, materials, and equipment directly to any of the other public procurement units in the Commonwealth of Pennsylvania, in those counties indicated below, that submit purchase orders to the vendor per this bid, and such public procurement units shall have the option to purchase from vendor pursuant to this bid.
2. By this agreement, vendor is required to accept all or any such purchase order requests; provided, however, that vendor may impose reasonable limits on the quantities it is willing to provide to other public procurement units and additional reasonable delivery charges.
3. If vendor agrees to sell items to other public procurement units on a piggybacking arrangement, as evidenced by its acceptance below, vendor agrees that all terms and conditions of its agreement with the LLIU 13 including, but not limited to, specifications, price, and quality will apply to items sold to other public procurement units, and such terms including all guarantees and warranties will extend directly to the additional public procurement unit. Vendor acknowledges that the LLIU 13 will not be a party to any such sales agreements and will not serve as an intermediary or assume any responsibility with respect to such transactions.
4. Payment for items sold to other public procurement units will be the responsibility of such public procurement units and will be made directly to vendor. To this end, the LLIU 13, the vendor, and other public procurement units waive any obligation of those other public procurement units under the application status to make payments directly to the LLIU 13.
5. The decision of the vendor to make its product available to other public procurement units under this piggybacking arrangement shall not alter or affect its obligation of full performance to the LLIU 13 and the participants listed in Section 29 of the General Terms and Conditions of this bid.
6. Although the LLIU 13 intends, by this provision, to make the piggybacking process available to other public procurement units, subject to the vendor's acceptance as evidenced below, the LLIU 13 makes no representation as to the ability of other public procurement units to purchase directly from the vendor without separate compliance with any applicable competitive bidding statutes and vendor and all other public procurement units participating in the process assume the responsibility to determine whether such compliance is excused by this provision and any and all applicable laws or regulations.
7. If any other public procurement unit piggybacks this agreement, the vendor shall pay to the LLIU 13 as the awarding/sponsoring entity, or to the LLIU 13's designated assignee, an administrative fee in an amount equal to one and one half percent (1.5%) of all revenues received under any such piggyback purchase orders or agreements. This 1.5% administrative fee shall be absorbed by the vendor in their G&A/Profit so that the cost to the other public procurement unit shall be no more than it is for the LLIU 13 and the participants listed in Section 29 of the General Terms and Conditions of this bid. This administrative fee is in consideration and recognition of the fact that the vendor would not need to respond to separate RFPs, quotes or bids; vendor would not need to invest as much time in securing the additional award from piggyback user public procurement units; and in consideration of the time and effort expended by the LLIU 13 to enable the piggybacking process to occur. This administrative fee shall be paid quarterly after the receipt of piggyback purchase order revenues. It shall be due and payable no later than forty-five (45) days after the close of the previous quarter. The administrative fee is payable to the Lancaster-Lebanon IU 13, 1020 New Holland Avenue, Lancaster, PA 17601, Attn: Steven M. Frey, Collaborative and Purchasing Services Manager.

Vendor \_\_\_\_\_

Vendor agrees to accept the piggybacking option:

\_\_\_\_\_  
(Please Sign)

Vendor does not agree to accept the piggybacking option:

\_\_\_\_\_  
(Please Sign)

Circle below all Pennsylvania Counties where Piggyback offer will apply:

- |              |              |                  |                |
|--------------|--------------|------------------|----------------|
| • Adams      | • Clinton    | • Lackawanna     | • Pike         |
| • Allegheny  | • Columbia   | • Lancaster      | • Potter       |
| • Armstrong  | • Crawford   | • Lawrence       | • Schuylkill   |
| • Beaver     | • Cumberland | • Lebanon        | • Snyder       |
| • Bedford    | • Dauphin    | • Lehigh         | • Somerset     |
| • Berks      | • Delaware   | • Luzerne        | • Sullivan     |
| • Blair      | • Elk        | • Lycoming       | • Susquehanna  |
| • Bradford   | • Erie       | • McKean         | • Tioga        |
| • Bucks      | • Fayette    | • Mercer         | • Union        |
| • Butler     | • Forest     | • Mifflin        | • Venango      |
| • Cambria    | • Franklin   | • Monroe         | • Warren       |
| • Cameron    | • Fulton     | • Montgomery     | • Washington   |
| • Carbon     | • Greene     | • Montour        | • Wayne        |
| • Centre     | • Huntingdon | • Northampton    | • Westmoreland |
| • Chester    | • Indiana    | • Northumberland | • Wyoming      |
| • Clarion    | • Jefferson  | • Perry          | • York         |
| • Clearfield | • Juniata    | • Philadelphia   | • ALL          |