

PEPPM 2019 Product Line Bid

AWARDED VENDOR AGREEMENT (“Agreement”)

BETWEEN

Central Susquehanna Intermediate Unit, Milton, Pennsylvania (“Agency”)

AND

Avaya Inc.

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

For Product Line:

Avaya	Unified communications and collaboration
Manufacturer/Publisher Name	Product Line Description (as per PEPPM Product Line Bid List)

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 2019 Product Line 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 for the above referenced Product Line;

Whereas, the Agency notified Awarded Vendor that it was the lowest responsive and responsible bidder for the above-referenced Product Line; 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 in consideration of the mutual covenants contained 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 for the above-referenced Product Line in accordance with the Contract.
2. Awarded Vendor’s legal address is

4655 Great America Parkway
 Santa Clara, CA 95054

Agency's address is

90 Lawton Lane
Milton, PA 17847

3. The Contract shall commence on January 1, 2019 and end on December 31, 2021. Agency and Awarded Vendor may extend the term of the Contract as set forth in the PEPPM Terms and Conditions.
4. Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all LEAs in Pennsylvania that are authorized to purchase the products included in the Awarded Vendor's bid.
5. To the extent that the Awarded Vendor agreed to extend its bid prices to LEAs in states other than Pennsylvania, and/or to other Eligible Entities in Pennsylvania or other states, then Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all such other LEAs and Eligible Entities that are authorized to purchase the products included in the Awarded Vendor's bid as set forth in Awarded Vendor's bid.
6. Awarded Vendor agrees to remit the Transaction Fee to the eCommerce Consultant in accordance with the terms and conditions set forth in the Contract.
7. 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 Pfleegor

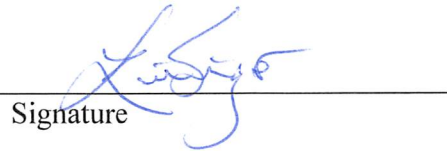
By **Kevin Singer**

Witness

CSIU Executive Director

Print Names Above:


Signature


Signature

Date: November 15, 2018

Date: November 15, 2018

[signatures continued on following page]

Vendor Name (if corporation)	Avaya Inc.
_____	_____
Corporate Secretary (or designee)	By Bruce Corbin
_____	_____
Designee Title (If not Corporate Secretary)	Corporate President (or designee)
_____	Regional Sales Director
Designee Title (If not Corporate Secretary)	Designee Title (If not Corporate President)
_____	_____
Print Names Above:	

Signature	 A1F81AEDE13F439...
_____	_____
(CORPORATE SEAL)	Signature
Date: _____	Date: September 12, 2018

Vendor Name (if unincorporated)	_____
_____	_____
Witness	By _____
_____	_____
Title	Owner (or designee)
_____	_____
Designee Title (If not Owner)	
Print Names Above:	

Signature	Signature
_____	_____
Date: _____	Date: _____



**AVAYA INC.
CERTIFICATE OF AUTHORITY**

This is to certify that pursuant to the relevant Schedule of Authorizations, which Schedule was approved by the Chairman and CEO of Avaya Inc. pursuant to a delegation of authority from the Board of Directors of Avaya Inc., and which Schedule is currently in effect, the following table delineates whom within Avaya is authorized to execute documents on behalf of Avaya Inc. within the Eastern State and Local Government sales region. The Eastern State and Local Government sales region includes the states of Connecticut, Delaware, the District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia North Carolina, South Carolina, Tennessee, Georgia, Florida, Alabama and Mississippi.

Type of Document	Dollar Value	Signatory Pay Level
Unmodified Avaya Documents	Up to \$250,000	SMA or above
	\$250,000 - \$1,000,000	AM*
	\$1,000,001 - \$2,500,000	RSL**
	\$2,500,001 +	ASL***
Modified Avaya or Customer Documents	Up to \$250,000	AM or above*
	\$250,001 - \$2,500,000	RSL**
	\$2,500,001 +	ASL***

- SMA All Sales titles
- * AM includes all AM titles, e.g. Account Manager, Senior Account Manager, Global Account Manager, Territory Account Manager, National Account Manager, and Channel Account Manager
- ** Regional Sales Leader
- *** Area Sales Leader

5/19/2017
Date

Joseph Mastrogiorgio
Joseph Mastrogiorgio
Vice President of Sales – Eastern Region
Avaya Inc.

STATE OF New York
COUNTY OF New York

Before me personally appeared Joseph Mastrogiorgio with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing document for the purposes therein contained.

Witness my hand and seal at office this 19 day of May, 2017

Notary Public: Valmira Gekovic

My Commission Expires: 08/25/2018

