## **PEPPM 2022 Product Line Bid**

## AWARDED VENDOR AGREEMENT ("Agreement")

## **BETWEEN**

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

| AND  (Bidder's legal name referred to throughout this Agreement as "Awarded Vendor")   |   |  |
|--|---|--|
|  |   |  |
| Manufacturer/Publisher Name  | Product Line Description (as per PEPPM Product Line Bid List)   |  |
| This Agreement is made and enteroby the Awarded Vendor and Agency (the "   | ed into as of the date this Agreement is fully executed 'Effective Date").  |  |
| Whereas, Agency issued a Request which RFB is incorporated into this Agree   | for Bids for PEPPM 2022 Product Line Bid ("RFB"), ment by reference and made a part hereof;   |  |
| Whereas, Awarded Vendor submitt referenced Product Line;   | ed a Bid in response to the Agency's RFB for the above  |  |
| 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). |   |  |
|  | the mutual covenants contained herein and other good<br>y of which is expressly acknowledged by both parties,<br>the parties mutually agree as follows: |  |
| Awarded Vendor agrees to furnish Line in accordance with the Contra  | products and services for the above-referenced Product ct.  |  |
| 2. Awarded Vendor's legal address is   |   |  |

Agency's address is

90 Lawton Lane Milton, PA 17847

- 3. The Contract shall commence on January 1, 2022 and end on December 31, 2022. 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<br>INTERMEDIATE UNIT |
|-------------------------------|--|
| Amy Pfleegor  Witness         | By John Kurelja                          |
| Print Names Above:  Signature | Jan Hund'<br>Signature                   |
| December 16, 2021             | December 16, 2021                        |
|                               |  |

[signatures continued on following page]

| Vendor Name (if corporation)                |   |
|---|---|
| Corporate Secretary (or designee)           | ByCorporate President (or designee)         |
| Designee Title (If not Corporate Secretary) | Designee Title (If not Corporate President) |
| Print Names Above:  Ann S. Maylung          |   |
| Signature                                   | Signature                                   |
| (CORPORATE SEAL)                            |   |
| Date:                                       | Date:                                       |
| Vendor Name (if unincorporated)             |   |
|   | n   |
| Witness                                     | ByOwner (or designee)                       |
| Title                                       | Designee Title (If not Owner)               |
| Print Names Above:                          |   |
| Signature                                   | Signature                                   |
| Date:                                       | Date:                                       |
|   |   |