AMENDMENT 1

(February 1, 2026)

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
Request for Bids (RFB)

PEPPM 2026 Catalog Bid, Pennsylvania

Electronic Bid #549622

Bid Due: Thursday, February 12, 2026, 3:00 p.m. Eastern Time

Request for Bids #549622, titled "PEPPM 2026 Catalog Bid, Pennsylvania" is hereby amended. Part 1 changes certain sections of the Terms and Conditions.

Part 1: TERMS AND CONDITIONS MODIFICATIONS

Changes to the Catalog Bid Terms and Conditions are as follows:

V.21 Cooperation with Authorities

The Vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the Vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the Vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate-related documents, including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year. This clause shall not be interpreted or applied as a basis for obtaining any additional audits under Section XI.1.

VI.15 Standard Warranty

The manufacturer's warranty shall apply during the applicable warranty period, whether the Product is obtained directly from the manufacturer or through an Authorized Reseller. An Awarded Vendor who is not the manufacturer of a Product must pass through the manufacturer's warranty to the eligible entity for each Product sold.

The Awarded Vendor ~~warrants~~ represents that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

VII.6 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order. If there are additional terms the Awarded Vendor has the right to review and accept those terms.

VII.14 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from date of delivery. Products that have not been rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance~~.~~ and the Product will be subject to the warranty and return policies of the Awarded Vendor.~~It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products~~. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and ~~which~~ are not defective. If the Awarded Vendor fails, or refuses to do so, the Eligible Entity shall then have the right, without limitation, to a refund or credit (if not yet paid) of the purchase price of the rejected Products.

Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, ~~, the Awarded Vendor shall either keep t~~the Products ~~in good working order or Awarded Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective~~will be covered by the terms of the applicable warranty, return, or maintenance service agreement.

VII.16 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment or delivery. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered before delivery ~~receipt~~ of the Products by the Eligible Entity if Awarded Vendor or its Authorized Reseller selected the carrier. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

Notwithstanding the foregoing, title to third party software (including cloud solutions), the licenses or subscriptions to which are resold/rebilled by an Awarded Vendor or Authorized Reseller, will remain with the third party. Eligible Entity's rights in such software and/or cloud solutions are specified in the license agreement between such third party and the Eligible Entity.

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance," "UG" or new "EDGAR") and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as "ESSER I" or "ESSER II" funds). All Awarded Vendors must agree to comply with certain requirements that may apply to specific purchases using federal grant funds. Eligible Entity has the responsibility to advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.18 shall ~~apply~~ apply only to the extent they are applicable to Commercial Items Contractors as defined by Federal Acquisition Regulation (FAR) Part 2 and will be subject to the rules under FAR part 12. Notwithstanding anything to the contrary in this Agreement, Awarded Vendor has the right to reject any order from an Eligible Entity that is being submitted subject to any federal grant funds requirements.

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, the Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of the underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales, which may be provided in a format generated by Awarded Vendor's or Authorized Reseller's business systems.

XIII.10 Intellectual Property Indemnity

Awarded Vendor shall pass through any manufacturer-provided indemnity protections associated with the Products resold hereunder. In addition, 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 Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require 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.12 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to the Agency under the Contract shall be limited to the greater of $3,000,000 or two times the total amount ordered by all Eligible Entities from the Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity ~~under all Purchase Orders~~ shall be limited to the greater of $500,000 or two times the total amount ordered by such Eligible Entity from the Awarded Vendor during the 12-month period preceding the date that the dispute first arose. ~~.~~In no event shall the Awarded Vendor's aggregate liability under this Agreement to all Eligible Entities collectively be greater than $10 million.