AMENDMENT I

(September 8, 2026)

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
Request for Bids
PEPPM 2027 Product Line Bid – Pennsylvania
Electronic Bid # 551262
Bid Due Date: 3 p.m. ET, Thursday, October 8, 2026.

Request for Bids #551262, titled "PEPPM 2027 Product Line Bid – Pennsylvania" is hereby amended. Part 1 changes specifications for Product Lines for which bids are requested and listed on the electronic bid form. Part 2 changes certain sections of the Terms and Conditions.

Part 1: BID LIST MODIFICATIONS

Changes to the Product Line Bid specifications for Pennsylvania are as follows:

I. PRODUCT LINES ADDED

Product Line	Product Line Description
Brother	Printers, scanners, label makers, and related imaging products
BusRight	Bus transportation routing, navigation and tracking solutions
Data Network Solutions (DNS)	Cloud communications, contact center, and IP fax solutions
ELMO	Document cameras, interactive displays, and presentation solutions
Ever Forest Furniture	Office furniture and seating
FLUX	Laser cutters, engravers, and related digital fabrication equipment
Focus Life Institute	Career and life-readiness curriculum
Genetec	Video management, access control, automatic license plate recognition (ALPR)and related physical security hardware and software
Hirsch Secure	Physical security and access control systems
Imago	Interactive displays and collaboration solutions
Imperva	Application and data security solutions
KameraTools	Professional video, broadcast, and AV equipment
NuGerm	Lockable device storage solutions
OcLUM	Electronic fleet management hardware and software
Qikr AI	AI-powered teaching and learning platform
School Gate Guardian	Visitor management and school security solutions
Tartan App	Cybersecurity awareness training and phishing simulation software

Thales	Application security, data security, and identity management solutions
The Master Teacher	K-12 professional development and training solutions
TP-Link Systems*	Networking products

II. PRODUCT LINES REMOVED

Product Line	Product Line Description
Tripp Lite	Power protection product
Lenel	Access control products and IP video management solutions

III. E-RATE FORM 470 BIDDING INFORMATION

* This product line is E-rate eligible and is being added to the Form 470 procurement in accordance with the specific process/requirements established in the RFB.

Part 2: TERMS AND CONDITIONS MODIFICATIONS

VII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be $500 to the same shipping address. Orders for less than $500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

For Products exceeding 100 lbs. or requiring specialized handling (e.g., server racks, large-format displays, infrastructure equipment), the Awarded Vendor may establish a higher free-shipping threshold not to exceed $2,500, which shall be disclosed in the Awarded Vendor's Ordering Instructions.

Awarded Vendor may charge for expedited, or other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping prices added must be actual documented costs of shipping. Shipping from or to the continental United States to or from Hawaii, Alaska, or other territories of the United States may also be considered as special shipping. Eligible Entity must be notified on quotes if a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

X.12 Profit as a Separate Element of Price

For purchases using federal funds in excess of the simplified acquisition threshold (currently $350,000), 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 law, the Awarded Vendor agrees to provide only the information required under 2 CFR § 200.324(b) to the Eligible Entity on a confidential basis and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

X.21 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or Contract 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 transaction, including contract modifications, in excess of the simplified acquisition threshold, currently $350,000. Such a 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 such a cost or price analysis to comply with the law.

Upon written request from the Eligible Entity, the Awarded Vendor and any Authorized Reseller shall, within ten (10) business days (or such shorter period as may be required by the federal awarding agency or pass-through entity), provide such compliance documentation, certifications, records, or other information as the Eligible Entity may reasonably require to demonstrate the Awarded Vendor's or Authorized Reseller's compliance with the requirements of this Article XI or other applicable federal requirements. Such documentation may include, without limitation, payroll records, subcontractor certifications, conflict of interest disclosures, certifications regarding debarment or suspension status, and any records required to be maintained under the Uniform Guidance or the terms of the Eligible Entity's federal award. If the Eligible Entity, a federal awarding agency, pass-through entity, or auditor identifies an instance of noncompliance by the Awarded Vendor or any Authorized Reseller with any requirement of this Article XI or other applicable federal law, regulation, or award term, the Awarded Vendor shall, within five (5) business days of receiving written notice of such noncompliance (or such shorter period as the circumstances may require), (i) take prompt corrective action to cure the noncompliance, (ii) provide the Eligible Entity with a written corrective action plan describing the steps taken or to be taken to cure the noncompliance and prevent future occurrences, and (iii) provide such additional documentation as the Eligible Entity may reasonably request to verify that corrective action has been completed.

Without limiting the indemnification obligations set forth elsewhere in the Contract, the Awarded Vendor shall indemnify and hold harmless the Agency and the Eligible Entity from and against any and all disallowed costs, repayment obligations, funding clawbacks, ~~grant or contract suspensions, terminations, debarment,~~ penalties, fines, ~~interest,~~ audit costs, investigative costs, and reasonable attorneys' fees and legal expenses arising directly out of or resulting from the Awarded Vendor's or any Authorized Reseller's failure to comply with the requirements of this Article XI or any other applicable federal law, regulation, executive order, or federal award term that applies to the Eligible Entity's purchase from the Awarded Vendor; provided that (a) the Eligible Entity has advised the Awarded Vendor at or before the time of order that the purchase utilizes federal grant or contract funds and has identified the specific federal requirements applicable to the Awarded Vendor's performance; (b) the Awarded Vendor's aggregate liability under this Section shall not exceed the greater of $5,000,000 or three times the total amount ordered by all Eligible Entities from the Awarded Vendor during the 12-month period preceding the date of the claim; and (d) the Awarded Vendor shall not be liable for penalties, fines, or funding clawbacks arising from the Eligible Entity's own failure to comply with federal award terms or conditions unrelated to the Awarded Vendor's performance. This indemnification obligation shall survive the expiration or earlier termination of the Contract or any Purchase Order.

XII.14 Delivery

All Products ordered shall be delivered FOB Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order. In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date. Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as specified.

Unless otherwise agreed by the Eligible Entity, ~~A~~any system configurations ordered shall be delivered as a complete system, in the manner stated in the Purchase Order. ~~unless otherwise agreed by the Eligible Entity.~~ When required by the Eligible Entity, pursuant to the Purchase Order, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit simultaneously.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.
Awarded Vendor’s PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor learning the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

XII.15 Inspection and Rejection

Products received by the Eligible Entity shall not 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~~ twenty-one (21~~30~~) calendar days from the date of delivery. Products not rejected during such a ~~30~~21-day period shall be deemed accepted.

~~-~~If a defect or nonconforming item is discovered during the inspection period, the Eligible Entity shall ~~will~~ promptly notify the Awarded Vendor of the defect or nonconformance. The Eligible Entity and the Awarded Vendor shall work together to seek and resolve the defect or non-conformance to the Eligible Entity's satisfaction. If no resolution can be reached, ~~It~~ 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 thirty ~~fifteen~~ (30~~15~~) days after notification, or such longer period mutually agreed upon by the Awarded Vendor and Eligible Entity. Rejected Products left longer than thirty ~~fifteen~~ (30~~15~~) days or such mutually agreed upon 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, neglects 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 the installation of the Products, acceptance of delivered installation services 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 21~~30~~ day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by warranty or a maintenance service agreement, the Products will be covered by the applicable warranty or maintenance service agreement.

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 pursuant to 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, local or national emergencies, natural disasters, fire, accidents, epidemics and quarantines, general strikes, lockouts or other industrial disputes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) 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. Such notification shall:

- Describe fully such 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 such an estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) 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.9 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration (CFI), warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, 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 or Eligible Entity 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 the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be 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 Eligible Entity, assign the Agreement 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 this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

For the avoidance of doubt, an internal corporate reorganization of the Awarded Vendor (including, without limitation, a transfer of the entire Contract or Purchase Order to a wholly-owned subsidiary or affiliate of the Awarded Vendor or its parent company, or a restructuring among entities under common control) shall not constitute an 'assignment' requiring consent, provided that (a) the successor entity assumes in writing all obligations under the entire Contract or Purchase Order, (b) there is no material diminishment in the creditworthiness or capability of the entity performing under the Contract, and (c) the Awarded Vendor provides the Agency and any Eligible Entities holding outstanding Purchase Orders with written notice of such reorganization within thirty (30) days thereof.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.11 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall defend and indemnify the Agency and Eligible Entity from and against all third party claims, damages, losses and expenses, including reasonable attorneys' fees and legal costs, incurred by the Agency or Eligible Entity in connection with any third-party claim, demand, or action arising out of or resulting from the Awarded Vendor's actual or alleged gross negligence or willful misconduct in the performance of its obligations under the Contract or a Purchase Order, or breach of the Contract or Purchase Order. Any duty to defend or indemnify under this Section is contingent upon the Agency or Eligible Entity: (a) providing prompt written notice of the claim, demand or action to the Awarded Vendor and taking reasonable steps to mitigate damages; (b) granting the Awarded Vendor the sole right to control the defense and resolution of the claim; and (c) cooperating with the Awarded Vendor in the defense and resolution of the claim and in mitigating any damages.

~~To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against 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 actual or alleged gross 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 gross 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 the 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. These obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.12 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to 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 Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity shall be limited to the greater of $500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. With respect to the Awarded Vendor's intellectual property indemnity obligations under Section XIII.10, the Awarded Vendor's aggregate liability for direct damages shall not exceed the greater of $10,000,000 or four times the total amount ordered by all Eligible Entities from the Awarded Vendor during the 12-month period preceding the date that the Covered Claim first arose, subject to the disclaimer of consequential damages and other related categories of damages set forth in this Section. ~~Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity — subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section.~~ In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.