



Amendment I

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT Request for Bids

PEPPM 2024 Marketplace Bid #540042

Bid Due Date: Thursday, May 9, 2024, 3:00 p.m. Eastern Time

Part I – Changes to Terms and Conditions

1. Section II.5 is deleted and subsequent sections are renumbered.

~~II.5 Christian Doctrine~~

~~Any provision or clause required by applicable federal, state or local law, rule or regulation but not included in this RFB, the Contract, or a Purchase Order will be read as if in this RFB, the Contract, or a Purchase Order, as applicable, whether or not physically included.~~

2. Section II.25 is modified as follows:

Definition of “Marketplace” or “Marketplace Solution”

A “Marketplace” or a “Marketplace Solution” is an ecommerce platform through which an Awarded Vendor works alone or gathers together a network of Authorized Resellers to sell Products on a single website, overseen and managed by the Awarded Vendor. The Marketplace should allow buyers to electronically browse, select, and purchase Products using the ecommerce functions incorporated into the Marketplace, and should function in a manner that is both easy to understand and simple to use. The Awarded Vendor must operate the Marketplace Solution, be the coordinator, and serve as the central point for sales. The Awarded Vendor must oversee any network of Authorized Resellers while centralizing invoicing, payments, delivery processes, return instructions, customer calls, and a Product database. The Awarded Vendor must organize any Authorized Reseller model in such a way as to conduct business through a centralized Marketplace website. Though the Awarded Vendor may or may not be the Seller of Record for all Products under the Contract, the Awarded Vendor is the central point of contact for the Agency and the Eligible Entities and must maintain authority over any Authorized Resellers as described in Section V.8.

3. Section III.6 is modified as follows:

III.6 Compliance with Laws

Awarded Vendor and its Authorized Resellers shall comply with any and all applicable laws, rules and regulations, whether local, state, federal, or otherwise, and as set forth in the resulting Contract. ~~in~~

~~providing any of the Products under the Contract. It shall be the Awarded Vendor's and Authorized Reseller's responsibility to determine the applicability and requirements of any such laws, rules and regulations.~~

4. Section IV.4 is amended as follows:

IV.4 Transaction Fees

The Awarded Vendor is required to pay a Transaction Fee to the Agency for all purchases made by Eligible Entities through the awarded Contract of Core List Products, Group 2 Products and Rest-of-Marketplace Products. This applies to all orders, regardless of the method used to submit the order, the quantity of Products, or the dollar amount of the order.

The Transaction Fee is 1% (one percent) of Net Sales. "Net Sales" means gross sales of Products less returns and canceled orders within 30 days, shipping expenses, and taxes (excluding taxes based on net income).

The eCommerce Consultant will collect the Transaction Fee on behalf of the Agency.

The Transaction Fee described here replaces the eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Transaction Fee supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

The Awarded Vendor shall be responsible for remitting the Transaction Fee for all sales made by the Awarded Vendor or by any of its Authorized Resellers [as agreed upon by the awarded Vendor and the agency in the Contract](#). Transaction Fees publicly disclosed here shall not be charged to or paid by the Eligible Entities, but instead are an Awarded Vendor's and Authorized Reseller's cost of doing business under this Contract.

No Bidder may include any additional amount corresponding to the Transaction Fee in their bid response, Commercially Available Pricing, Effective Bid Price, prices posted in the Marketplace, nor any other quote provided to the Agency or the Eligible Entities.

Failure to pay a Transaction Fee within 60 days of the later of an order or an invoice based on Awarded Vendor's self-report may result in suspension or termination of the Awarded Vendor's Contract. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

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