

10/20/2025

TO: HOLDERS LIST

SUBJECT: 3000 Class PUP Chase Tamper
ITB NO. PA000000385

ADDENDUM NUMBER # 01

This addendum is issued to **add** or **remove** the below language within the ITB:

Remove Repair Facilities requirement from [Page 3, Section C]:

Repair Facilities

The bidder shall provide by attached letter a list of authorized factory repair facilities, which will honor the warranty of items on contract. The list will include the facility name(s), address, telephone number, and contact person. Evidence showing qualifications of each facility to perform maintenance must be included:

- Nature and extent of factory authorized training received and years of qualifying service on the equipment.

Bids submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with bid and servicing requirements.

Add language “**defend**” to Termination for Default [Attachment B, Page 19, Section 22]:

Save Harmless: Seller shall protect, indemnify, **defend**, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors.

Add language to Termination for Default [Attachment B, Page 19, Section 26]:

Seller shall be entitled to written notice of any intent of termination and shall have fifteen (15) calendar days from receipt of such notice to cure its default (“Cure Right Period”), as applicable, prior to the exercise of any remedy provided herein. Seller and Purchaser each agree to cooperate with the other Party in any and all attempts by Seller or Buyer, as applicable, to cure any default within this default cure period.

Add language to Terms and Conditions [Attachment B, Page 20, Section 29]:



All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all products, documents, work product and other materials that are delivered to Buyer hereunder or prepared by or on behalf of Seller in the course of performing hereunder (collectively, the "Deliverables") shall be owned by Seller. Buyer shall not acquire any ownership interest in any of the Intellectual Property Rights. Seller hereby grants Buyer a limited, nonexclusive, non-transferable, no-charge license to use the Intellectual Property Rights solely as necessary to make reasonable use of the products purchased hereunder.