

**HOWARD COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT**

10910 Clarksville Pike
Ellicott City, MD 21042
(410) 313-6600

<http://www.hcpss.org/about-us/purchasing/>

**ADDENDUM NO. 1
(Total Pages - 3)**

February 10, 2023

Invitation for Bids No. 065.23.B4

Physical Education Supplies

Opening Date: February 21, 2023 Time: 10:00 A.M.

The following shall be incorporated into the captioned solicitation as though included in the original documents issued.

The Board of Education authorizes the following changes, clarification and/or attachments to the solicitation documents; however, such changes shall not relieve the firm of their responsibilities as otherwise required by the solicitation documents.

Questions

1. Question : Are clarifications or exceptions to the terms and conditions of the Bid Documents permitted?

Answer: Please note that the purpose of allowing questions prior to the bid opening is to allow you any opportunity to ask questions and clarifications prior to the opening. We will not entertain any questions for clarification after the last date and time set for questions.

2. Question: Will Howard County Public School agree to risk of loss passing to Howard County Public School at the time the products and/or parts leave Bidder's designated plant, distribution center or warehouse.

Answer: No

3. Question: In lieu of FOB Destination, will Howard County Public School accept FOB Shipping Point?

Answer: No

4. Question: Will the Howard County Public School add a mutual waiver of consequential damages clause?

Answer: No

5. Question: Will the Howard County Public School agree to limit the indemnity and hold

harmless provision to bodily injury and tangible property damage to the extent caused by bidder's negligence and bidder's defense obligation, if any, if caused solely by a defect in design or manufacturing of the equipment or the sole negligence of the bidder?

Answer: Please read our Indemnification Section JJ in the terms and conditions. This is our standard language and we will not agree to changes.

6. Question: Will Howard County Public School agree to add a force majeure clause?

Answer: No

7. Question: If there is a force majeure event, is Vendor entitled to additional costs or expenses resulting from the force majeure event?

Answer: See answer to Question #6.

8. Question: Will Howard County Public School accept bidder's standard certificate of insurance in order to satisfy all insurance requirements for the Bid?

Answer: The Bid document does not require you to submit a certificate of insurance.

9. Question: Will Howard County Public School agree with a price escalation clause allowing bidder to automatically increase the price annually if there are increases in input costs as well as periodically if such increases are significant?

Answer: Please read the Terms and Conditions Section "B" of the Bid Document.

10. Question: Will Howard County Public School agree with a price escalation clause allowing bidder to increase the price periodically if such increases are significant (i.e. greater than 5%)?

Answer: Please read the Terms and Conditions Section "B" of the Bid Document.

11. Question: Will the Howard County Public School agree to allow Bidder to adjust its freight and installation costs at the time of shipment to reflect increases in costs imposed by freight carriers and/or directly related to performing the installation?

Answer: All prices quoted to HCPSS must include freight or other charges such as installation. HCPSS will not allow the Vendor to adjust the freight after the order has been placed. It is your responsibility to include the correct charges upfront in your quote.

12. Question: Will the Howard County Public School agree to allow Bidder to adjust its prices if the delivery date is more than 4 months after the designated date in

the order?

Answer: No, it is the Vendors responsibility to know its suppliers and their supply chain issues, so that they charge accordingly for the correct amount upfront.

13. Question: If Howard County Public School cancels the order within 60 days of the requested delivery date, refuses a shipped order or cancels an order after shipment or production begins for Built-to-Order products, will Howard County Public School agree to pay a 20% restocking fee?

Answer: We will not answer a hypothetical question when there can be so many factors and unknowns, but generally we do not pay restocking fees unless it was an as built-to Order that disclosed the restocking fee and special purchase terms upfront in the original quote.

Question: Can Bidder assign the contract without notice or consent in the event of merger, acquisition or sale of Bidder's business?

Answer: No, the company must give notice, please read Section KK – Assignment of Contract in the terms and conditions.

Note: It is the bidder's sole responsibility to monitor the HCPSS Purchasing website to ensure that they download any additional addendums or clarifications prior to submitting their bid or proposal and duly acknowledge receipt of and full understanding of said addendums on the proper bid submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non responsive and ineligible to award. It is highly recommended that the submitting bidder ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation shall not relieve the bidders company from any obligation under his/her proposal as submitted.