



ADDENDUM NO. 1

March 27, 2018

**RE: Request for Bid No. 056.18.B5
Replacement Lamps for Epson Projectors**

**FROM: Purchasing Office
Howard County Public Schools
10910 Clarksville Pike
Ellicott City, MD 21042
(410) 313-5644
(410) 313-6789 fax**

TO: PROSPECTIVE BIDDERS

This addendum modifies the Original Bidding Documents as noted below. Acknowledge receipt of this Addendum in your Proposal. Failure to do so may subject the Bidder to disqualification.

1. INSERT

SECTION 3. Special Terms and Conditions

2. REPLACE

Attachment A, BID SIGNATURE SHEET

(includes the addition of part #s V13H010L91, V13H010L92, V13H010L93, V13H010L94, V13H010L95, V13H010L96)

END OF ADDENDUM

SECTION 3. Special Terms and Conditions

1. Agreement Contractor shall provide to The Howard County Public School System products and/or services in accordance with the terms and conditions of this solicitation. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Any changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period The initial Contract term shall be for one (1) year from date of award. The Contract shall have up to four (4) one-year renewal options available (total of five years) at the sole option of the school system pending successful performance and availability of funding.
3. Price Adjustments
 - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
 - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
 - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. Billing and Payment
 - 4.1. The contractor shall submit invoices Accounts Payable, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.
 - 6.1.1. Invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - Description of product/services
 - Total due
 - 4.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.
 - 4.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.

SECTION 3. Special Terms and Conditions

5. Evaluation and Acceptance Procedure

5.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.

5.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation to Contractor that the deliverable is accepted.

5.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

6. Indemnification The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and it Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

7. Termination for Default If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10

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business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.

8. Termination for Convenience The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
9. Subcontracting and Assignment.
 - 9.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
 - 9.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.
10. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
11. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
12. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
13. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
14. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent

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working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

15. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 15.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 15.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 15.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

16. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

Attachment A
Bid Signature Sheet

**Replacement Lamps for Epson Projectors
Bid NO. 056.18.B5**

Lamps MUST be “EPSON Genuine” lamps *not* EPSON compatible lamps

| Lamp Model # | List Price | % Discount | Extended Price |
|--------------|------------|------------|----------------|
| V13H010L24 | | | \$ |
| V13H010L25 | | | \$ |
| V13H010L26 | | | \$ |
| V13H010L27 | | | \$ |
| V13H010L28 | | | \$ |
| V13H010L29 | | | \$ |
| V13H010L30 | | | \$ |
| V13H010L31 | | | \$ |
| V13H010L32 | | | \$ |
| V13H010L33 | | | \$ |
| V13H010L34 | | | \$ |
| V13H010L35 | | | \$ |
| V13H010L36 | | | \$ |
| V13H010L37 | | | \$ |
| V13H010L38 | | | \$ |
| V13H010L39 | | | \$ |
| V13H010L40 | | | \$ |
| V13H010L41 | | | \$ |
| V13H010L42 | | | \$ |
| V13H010L43 | | | \$ |
| V13H010L44 | | | \$ |
| V13H010L45 | | | \$ |
| V13H010L46 | | | \$ |
| V13H010L47 | | | \$ |
| V13H010L48 | | | \$ |
| V13H010L49 | | | \$ |
| V13H010L50 | | | \$ |
| V13H010L51 | | | \$ |
| V13H010L52 | | | \$ |

| Lamp Model # | List Price | % Discount | Extended Price |
|--------------|------------|------------|----------------|
| V13H010L53 | | | \$ |
| V13H010L54 | | | \$ |
| V13H010L55 | | | \$ |
| V13H010L56 | | | \$ |
| V13H010L57 | | | |
| V13H010L58 | | | |
| V13H010L59 | | | |
| V13H010L60 | | | |
| V13H010L61 | | | |
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| V13H010L81 | | | |
| V13H010L82 | | | |
| V13H010L83 | | | |
| V13H010L84 | | | |
| V13H010L85 | | | |
| V13H010L86 | | | |
| V13H010L87 | | | |
| V13H010L88 | | | |

| Lamp Model # | List Price | % Discount | Extended Price |
|--------------|------------|------------|----------------|
| V13H010L89 | | | |
| V13H010L90 | | | |
| V13H010L91 | | | |
| V13H010L92 | | | |
| V13H010L93 | | | |
| V13H010L94 | | | |
| V13H010L95 | | | |
| V13H010L96 | | | |

A. Bidder's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this Bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any Bidder or person to put in a sham Bid or to refrain from Bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the Bid prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any Bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said Bid or Bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the Bidder.

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign Bid)

(title of authorized representative)

(signature of authorized representative) (Date)

(e-mail of authorized representative) (telephone number of representative)