

## ADDENDUM

July 23, 2025

Addendum #2

### RFP 26MISC2, School/Office Furniture and Equipment

**DUE DATE:** Prior to and no later than ~~11:00 A.M.~~ **4:00 P.M.**, local time, Thursday, July 31, 2025, at <https://secure.procurenow.com/portal/fcps>.

This addendum is being issued to provide additional information, corrections, clarifications and answers to certain questions raised referencing the original proposal packages and any resultant contracts for the above RFP.

1. Please note that the time proposals are due has been changed to 4:00 P.M., local time, Thursday, July 31, 2025.
2. Section II, Specific Terms and Conditions, 3. Pricing, a., c., and d. are updated to read as follows:

- a. ~~All prices shall remain firm through the initial contract term.~~

The manufacturer's percentage discount from list prices offered shall remain constant throughout the life of the contract, including any renewals, and may not be reduced.

List prices must remain firm against any increase for one year from the effective date of the contract.

Thereafter, list prices may change once per contract year with increases limited to the actual cost increase to the manufacturer. Anticipated price changes by the manufacturer must be submitted in writing at least 30 days prior to the new price list effective date. Price change requests not received prior to the effective date of the new price list, will become effective 30 days after receipt of request if approved. Retroactive price increases will not be permitted.

Labor rates offered shall remain firm against any increase for the initial contract term (4-years). Price adjustments may be considered at renewal. Price adjustments request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.

- c. ~~Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation. All price adjustments are subject to approval by the Contracting Officer.~~
- d. The request for price adjustments will be in accordance with the current ~~Consumer~~ **Producer** Price Index at the time of the request or up to a maximum ~~3~~ **6**% increase on the current pricing, whichever is lower. FCPS reserves the right to accept or reject the request for price adjustment. ~~If the price adjustment is approved, the adjustment will be effective and remain firm through the renewal term.~~

~~"Consumer Price Index" shall mean the Consumer Price Index—All Urban Consumers (CPI-U), Washington-Baltimore, DC MD VA WV, All Items, Not Seasonally Adjusted, as published by the United States Department of labor, Bureau of Labor Statistics.~~

“Produce Price Index” shall mean the Producer Price Index Commodity Data for Furniture and Household Durables – Commercial Furniture, Not Seasonally Adjusted (Series WPU122), as published by the United States Department of Labor, Bureau of Labor Statistics.

3. Section II, Specific Terms and Conditions, 7. Design Services and Price Escalation Terms, a. is updated to read as follows:
  - a. Labor rates offered shall remain firm against any increase for the initial term ~~(3-years)~~ **(4-years)** of this contract.
4. Section II, Specific Terms and Conditions, 10. Storage of Equipment (For Renovation/Construction), a., is updated to read as follows:
  - a. If a new, or renovated, building is not ready to receive equipment on the estimated delivery date outlined in the specifications, the awarded vendor(s), **at no additional cost to FCPS**, will provide suitable warehouse space to receive equipment until such time as the building is completed, and equipment can be received.
5. **TARIFF ADJUSTMENTS**
  - a. If, after the date of the contract award, new or increased tariffs, duties, or similar governmental charges are imposed by the United States on goods directly incorporated into the goods or services supplied under this contract, and such tariffs materially increase the cost to the Contractor, the Contractor may request a price adjustment limited solely to the increased tariff cost.
  - b. Any request for tariff adjustment shall:
    - Be submitted in writing to the Contracting Officer at least thirty (30) days prior to the requested effective date;
    - Include comprehensive documentation, including:
      - The Harmonized Tariff Schedule (HTSUS) codes for the affected items;
      - CIF value calculations demonstrating the impact;
      - Copies of invoices and customs entries indicating the new tariffs paid.
  - c. FCPS reserves the right to audit all claims and to require additional documentation. Approval of any price adjustment shall be at the sole discretion of the Contracting Officer.
  - d. No more than **one (1) tariff adjustment will be allowed during each contract year**, regardless of the number or magnitude of new or increased tariffs imposed.
  - e. In the event tariffs decrease or are repealed during the contract term, the Contractor shall promptly notify FCPS in writing and provide commensurate price reductions reflecting such decreases.
  - f. Unauthorized price adjustments are prohibited and may be grounds for contract termination.
6. Section II, Specific Terms and Conditions, 5. Vendors Qualifications, a., is updated to read as follows:
  - a. Only manufacturers, or their authorized dealers, may bid on equipment requested herein. The Vendor shall provide documentation executed by the manufacturer, stating that the bidder is an authorized agent of the manufacturer and is duly authorized to sell, service, and maintain the equipment.

Additionally, the required documentation shall be on the manufacturer's letterhead, state the name of the vendor they are providing the authorization to, contract number, and their contact information. If the manufacturer is giving an exclusive or sole representation to a dealer on this contract this should also be stated in the documentation.

Manufacturers bidding direct shall name an authorized dealer(s) as part of their proposal submission. Contact information for the named dealer(s) shall also be provided that includes contact name, address, email address, and phone number.

7. Section II, Specific Terms and Conditions, 17. Contractor's and Subcontractor's Insurance, is updated to delete the following insurance requirements:
  - c. Professional Liability / Error and Omission Insurance
  - d. Cyber Liability Insurance
8. Section II, Specific Terms and Conditions, 17. Contractor's and Subcontractor's Insurance, f., is updated to read as follows:

The insurance required in ~~€~~ **e.** and ~~£~~ **g.** will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in ~~€~~ **e.** above. Insurance coverage required under ~~€~~ **e.** above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the national Bureau of Casualty Underwriters. Exceptions: contract that do not require excavation or underground work are not required to have the above "X, C, U" coverage.
9. Exceptions: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate FCPS to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the bid.
10. The proposals forms are being provided in excel format. Proposals will only be accepted in this form, do not modify the form. (File will be uploaded separately on OpenGov Procurement)

Thank you for your interest in bidding with Frederick County Public Schools.

Sincerely,

*Kim Miskell*

Kim Miskell, CPPO, CSBO  
Assistant Purchasing

KM/sg

cc: RFP File