



Harford County Public Schools

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Jeffrey LaPorta, Purchasing Supervisor

ADDENDUM #1

RFP #12-JLH-011 FACILITIES SOLUTIONS

TO: ALL PROSPECTIVE OFFERORS
FROM: Jeffrey LaPorta, CPPB, Supervisor of Purchasing
DATE: February 3, 2012

This Addendum is issued to modify the RFP document and to clarify verbiage in the RFP document.

1. **OMIT:** Pg. 9, line 10: Remove "sign unaltered"
2. **OMIT:** Pg. 11, line J: Remove "sign unaltered"
3. **OMIT:** Pg. 23: U.S. Communities Administration Agreement - The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as Attachment C) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

REPLACE: U.S. Communities Administration Agreement - The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Attachment C) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. The executed U.S. Communities Administration Agreement is required to be submitted with the Supplier's proposal. Failure to do so will result in disqualification.

4. **CHANGE:** U.S. Communities Administration Agreement, Section 3.3 (a) (ii), replace "solely" with "primarily".
5. **QUESTION:** Can an alteration to the U.S. Communities Master Agreement be made through an addendum if certain terms and or conditions within the agreement do not fit within our industries standards and practices?

ANSWER: See above Addendum changes one through three.

6. **QUESTION:** Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a

calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

This can be done, but not for existing business and we pay it out quarterly. Is this an issue and can it be modified through Addendum?

ANSWER: See above Addendum changes one through three.

7. **QUESTION:** U.S. Communities Administration Agreement, Section 3.3 (b), (ii), (A,B,C), Contracts Offering Lower Prices.

This would need to be examined on a case by case basis as the existing agreements terms and conditions are specific to agreement length, number of employees involved, as well as date of inception and garments provided.

ANSWER: See above Addendum changes one through three.

8. **QUESTION:** U.S. Communities Administration Agreement, Section 3.3, (d), (iv), (A,B,C), Participating Public Agency Access:

Some or most of what is requested we can do at this time, and some we cannot do, or would have to develop. Is this an issue if we cannot do all that you are asking for immediately or in the future?

ANSWER: See above Addendum changes one through three.

9. **QUESTION:** U.S. Communities Administration Agreement, Section 3.5.

We do not warranty certain kinds of garments, like FR and ANSI High Visibility garments. The way this is written we are liable for everything.

ANSWER: See above Addendum changes one through three.

10. **QUESTION:** In Section 3.3(a)(i, ii) As written, it is stated that the Master Agreement will be our primary contractual offering to "public agencies" and that we will **solely** present the Master Agreement when marketing/selling to "public agencies". As written, this would not permit us to present an alternate option if the Public Agency declines to participate in the Master Agreement. Please clarify

ANSWER: See above Addendum change number four.

11. **QUESTION:** Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

We will not be able to this.

ANSWER: See above Addendum changes one through three.

12. **QUESTION:** Availability of Funding and Buy America Requirement

Currently, 98% of all garments used in the United States are manufactured in foreign countries. Since the

majority of our garments are made in our plants in Mexico, we cannot agree to or guarantee American made garments for any location or member of U.S. Communities.

ANSWER: The ARRA Terms and Conditions are included in the RFP to give any Participating Public Agency the opportunity to utilize the contract if they are using ARRA funding. The Federal Government requires these Terms and Conditions when utilizing ARRA funding. It is up to the Supplier to ask the Participating Public Agency if it is using ARRA funding and inform the Participating Public Agency if its products qualify or do not qualify.

13. **QUESTION:** Section 3.3(b)(i). It is a Most Favored Nations clause that requires a supplier to offer the lowest pricing (or under (ii) to match the lowest pricing) under the Master Agreement. This has huge implications for us – especially since Public Agency is defined so broadly.

ANSWER: See above Addendum changes one through three.

14. **QUESTION:** As a requirement of this RFP-we are asked to sign the Administration Agreement, however the Administration Agreement references the Master Agreement, which should be embedded in the Administration Agreement. How can we legally sign an incomplete agreement? Please clarify

ANSWER: The Master Agreement is the agreement between Harford County Public Schools and the awarded Supplier. It is an Exhibit to the Administration Agreement once executed upon award. Signing the Administration Agreement as a part of Supplier's bid response does not bind Supplier to the Terms and Conditions of the Master Agreement.

15. **QUESTION:** Section 3.5 shouldn't this be limited to third party claims.

ANSWER: See above Addendum changes one through three.

16. **QUESTION:** In Section 3,3(d)(ii), should this not specify mutual rights regarding the proper use of Supplier logos?

ANSWER: See above Addendum changes one through three.

17. **QUESTION:** In Section 3.3(d)(vii)- It does not specify the right to rescind permission to using certain portions of our Supplier Content - this is especially important if things are discontinued or as a supplier we change strategies/directions as a company. Please advise

ANSWER: See above Addendum changes one through three.

18. **QUESTION:** Section 4.1 - Is there any reason why there is no cure period in the event US Communities learns of any pricing offers that are materially inconsistent with the pricing of the Master Agreement. The error could be an oversight or honest mistake. Currently, the way it is written, it would result in an extensive and very expensive audit. Please advise

ANSWER: See above Addendum changes one through three.

19. **QUESTION:** Section 6.9 - At a minimum is there any reason why arbitration cannot be in the city of the entity against whom the claim is brought. Please advise

ANSWER: See above Addendum changes one through three.

20. **OMIT:** Pg. 11, Specific Requirements #D – The RFP states: Provide three references for clients to which you are providing similar service.

REPLACE: Clarification – Provide three references, public or private, for clients to which you are providing similar service.

21. **OMIT:** Pg. 5 - #J - The RFP states: The term of the contract will be for three (3) years following the contract award date with the option to renew for three (3) additional one (1) year periods.

REPLACE: The term of the contract will be for three (3) years following the contracted award date with the option to renew for two (2) additional (2) year periods.

22. **OMIT:** Pg. 13 - #E – The RFP states: All garments furnished at initial contract inception shall be guaranteed by the Successful Offeror to be like new and free from any defects.

REPLACE: All garments furnished at initial contract inception shall be guaranteed by the Successful Offeror to be new and free from any defects.

23. **QUESTION:** Pg. 3, #D – The RFP states: One (1) original and eight (8) copies including four (4) CD's or flash drives of the Technical Proposal are required, as well as two (2) Price Proposals.

Pg. 8, Proposal Submission – The RFP states: Two (2) copies of the Cost Proposal are required.

Pg. 9, Checklist of Required Information – The RFP states: #2 - 2 Price Proposals (pg 3 & 8)

ADDITION: Along with two (2) Price Proposals, one (1) CD or flash drive must be submitted.

24. **QUESTION:** Trade Show – During the Pre-Bid meeting trade shows were mentioned that US Communities participate at with their Supplier Partners. Please indicate which venues, frequencies and Supplier financial requirements to participate in these trade shows?

ANSWER: U.S. Communities requires its suppliers to participate in the annual NIGP (National Institute of Governmental Purchasing) conference.

25. **QUESTION:** Within the current Harford Public School District Uniform Program, what is the percentage of employees wearing, 100% Cotton vs Blended Uniforms, Percentage of employees wearing polos vs shirts?

ANSWER: 100% use the blend. 25% of our users use polo's. Keep in mind these %'s are only for HCPS and may not be reflective of what other user organizations will use.

26. **QUESTION:** Jackets are mentions but not the preferred style, i.e. Hip Jacket, Bomber, Lined or Unlined, etc?

ANSWER: At present, we do not have a preference. You may offer any type you wish, but be sure to note which style you are offering.

27. **QUESTION:** Navy was the color mentioned at the Pre-Bid meeting for the current program. Are other colors in use?

ANSWER: HCPS uses one color for uniforms, and white for polo's.

28. **QUESTION:** Section D of the Pricing Matrix, what is the current annual spend in this category for Harford?

ANSWER: HCPS does not purchase these items but it is anticipated that other organizations will.

29. **QUESTION:** RFP page 79-81 American Recovery Act funds, 82-83 FEMA funds. Is this applicable to our service category? And if so, how?

ANSWER: See answer to question number 12.

30. **QUESTION:** Section II: Are you saying that regardless of what we deem confidential, not to be shared with other vendors, HCPS will solely deem what is or isn't confidential?

ANSWER: No. When HCPS receives a FOI request we review the areas labeled confidential by the Offeror and ask them to explain why this area is confidential and should not be shared.

31. **QUESTION:** Section IV - this seems too broadly worded. We can agree to being responsible for personnel injury, loss of life, and damage to or loss of property directly arising from our activities. We can agree to indemnify HCPS from third party claims arising from our negligence or willful misconduct. Is this acceptable?

ANSWER: Yes, that is the intent of the Section.

32. **QUESTION:** Section V(B) - this should include an exception for if the injury arises out of HCPS's negligence or willful misconduct.

ANSWER: I would need to refer this to our legal office.

33. **QUESTION:** Section VII - this is common in government contracts, however , not all requested changes can be accommodated. Can we work together to address any changes they need to find mutually acceptable and workable solutions in a timely fashion that is mutually beneficial and applicable to the type of service that we provide.

ANSWER: Yes. It is the intent of HCPS to work as a partnership with the successful awardee.

34. **QUESTION:** Section VIII(B) - We would like to propose a cure period (e.g. if we do not cure an error in billing or a failure to credit monies due within 60 days of written notice by HCPS, then they will be permitted to set-off those amounts).

ANSWER: This is reasonable and acceptable.

35. **QUESTION:** Section VIII(C-E) - These are tailored for a different kind of service and is in conflict with the standards of our industry. We would like to provide Industry Standard language for non-performance and outline this in the Master Agreement.

ANSWER: You may offer alternate language in your proposal, however it may, or may not be accepted.

36. **QUESTION:** Section X - If our relationship is longer than 7 years and we do not keep records longer than 7 years, how would this clause be applied?

ANSWER: Industry standard for record retention is 7 years. That is acceptable.

37. **QUESTION:** Section XI(A) - Is it assumed that US Communities is an agent of HCPS?

ANSWER: HCPS is a participating agency with US Communities.

38. **QUESTION:** Termination for Cause/Convenience. There is no provision for liquidated damages, specialty merchandise, loss and damage or any penalty for cancelling the agreement without cause. Due to the nature and practices of our industry and the high upfront costs of providing new garments, termination for convenience without specific language for liquidated damages or penalty needs to be addressed.

ANSWER: There will be no change to the termination language.

39. **QUESTION:** Uniforms and measurements. Due to the extensive list of garment options and varied sizes (5XL and larger in some cases), this terminology is too broad and is impossible to guarantee.

ANSWER: The revised wording shall read "The Successful Offeror shall supply services to measure individual employees, at the job site, to insure proper fit of garments. *All standard size* garments shall be delivered within (30) days from the award date of the Contract. The Successful Offeror shall be prepared to start measuring for uniforms upon contract award. (Pg. 13, #F)

40. **QUESTION:** Failure to resolve complaints within 90 days may result in termination. We can agree to this at the membership level, but not the master level.

ANSWER: There will be no change in this language.

I hereby acknowledge receipt of Addendum #1 to RFP #12-JLH-011 for Facilities Solutions, dated February 3, 2012.

Company

Name (Print or Type)

Authorized Signature

Date

Note: Offeror shall sign and submit Addendum with RFP submission. The same person signing Addendum shall sign the Bid Form.