



**FAIRFAX COUNTY
PUBLIC SCHOOLS**

ADDENDUM

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

February 10, 2010

ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP10-155183-57

FOR: Classroom, School, Art Supplies, Materials and Related Products and Services

CLOSING DATE/TIME: February 18, 2010 at 1:00 p.m.

A. The referenced Request for Proposal is amended as follows:

1. Delete Special Provisions, Paragraph 6.1.d.7 and replace with the following

6.1.d.7. Staffing support will be needed during the business hours of each participating public agency.
2. Delete Special Provisions, Paragraph 9.1 and replace with the following:

9.1. The subsequent contract will be a firm-fixed price agreement for items on the Core Products List. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days from the date of the agreement(s). Changes in cost for any subsequent contract years must be received in writing from the contractor. The request should include the cause for the adjustment, the proposed effective date, the amount of the change requested, and documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.) The County shall make a determination to approve or adjust the requested price increase based upon its investigations which may include verifying the requested increase with the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.
3. Delete Special Provisions, Paragraph 9.2 and replace with the following:

9.2. The subsequent contract will be a percentage discount from supplier's current catalog (s) for items that are Non-Core List Items. The percentage discount shall remain firm for the duration of the contract.
4. Delete Special Provisions, Paragraph 13.4.b. and replace with the following:

13.4.b. Technical Proposal as required in the Special Provisions, paragraph 7, Technical Proposal Instructions (Attachment 1 must be included in the Technical proposal).

5. Delete Special Provisions, Paragraph 13.4.c.and replace with the following:

13.4.c. Cost Proposal as required in the Special Provisions paragraph 8, Cost Proposal Instructions (Appendix B and Attachments 2 – 6 must be included in the Cost proposal).

6. Delete Special Provisions, Paragraph 13.4.e.and replace with the following:

13.4.e. Supplier Qualification Worksheet (Attachment I - must be included in the Technical proposal).

B. The following are responses to questions asked via email and during the pre-proposal conference held on Friday, January 29, 2010:

Q1. It appears after reading the bid online that the award will be made to a firm or firms that can handle this bid nationally. I do not see where a firm that only wants to submit a local bid can do so without having to do all of the nationwide requirements, Is this correct? Previous US Communities (USC) bids allow for the bidders to bid nationwide only, local only, or both nationwide and local. Does that hold on this bid as well?

A1. Our intent is to award this contract on a national level.

Q2. Reference Section 1.4, General Definition of Products, Item B - This definition clearly states that the offering is for Classroom and School Supplies, not including office supplies. However, Item D states that the supplier can offer their complete range of products. Can you confirm that his bid is just for Classroom, Art, and School supplies.

A2. The RFP is for Classroom, School, and Art Supplies, however an offeror may offer additional products, services, and solutions that may benefit a Participating Public Agency (Ref. Special Provision, Paragraphs 7 and 8).

Q3. Reference Section 9 Pricing: Section 9.1 lists that price updates for core items will be based off of the CPI-U index, or the Selected Local Areas, Washington DC-MD-VA. Then section 9.3 mentions price updates for core items will be based off of manufacture price increases with supporting vendor documentation. Does FCPS know which matrix we will be able to base core price increases off of?

A3. Reference item #2 of this amendment for revised language.

Q4. Our firm is the process of assigning UPCs for all of our proprietary & private-label products. Also, many specialty suppliers do not sell to retail and do not have UPC's available. Can an offeror include these in their non-core items bid (Ref. Special Provisions, Paragraph 8.6)?

A4. Offerors should provide as many UPCs as possible in their non-core pricing file.

Q5. Is there any specific definition of or criteria regarding "environmentally preferable", products or operations, or both (Ref. Special Provisions, Paragraph 7.1.f)?

A5. There is no one definition of "environmentally preferable" for classroom, school or art supplies as it varies across the product categories. An explanation of attributes of products an offeror defines as "environmentally preferable" will be helpful.

Q6. Does an offeror need to submit a list of products or suppliers that they work with that are either minority or women-owned as part of this submission or do we provide post-award (Ref. Special Provisions, Paragraph 30.2)?

A6. An offeror will need to provide only the information requested for thier subcontractor(s), if any, in Appendix B on the Subcontractor Notification Form. Information on your suppliers is not requested.

- Q7. Section 17.2.d. requires that the “contractor” maintain professional liability insurance “to cover each individual professional staff?” This award is for the sale of goods and any services provided will be related to goods provided. Is there any specific definition of “professional staff?” Is professional liability insurance required in light of the subject matter of the contract?
- A7. The term “professional” refers to the following professions: accounting, actuarial, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, and professional engineering. Therefore, this type of insurance is not applicable to this requirement.
- Q8. Our firm will be supplying the information required in Section 8 for items proposed in excel files on the CDs included in our response. Should an offeror also provide hard copy print outs? There may be numerous pages and we are sensitive to the environmental impact of so doing.
- A8. Providing hard copies is not required.
- Q9. There is a requirement that staff be available from 8:00 A.M. – 5:00 P.M. for questions from participating public agencies. Our firm assumes that this refers to Eastern Time since Fairfax County is in that time zone. Since this agreement will be marketed with U. S. Communities, will we need to provide staffing during these hours across all U. S. time zones? (Section 6.1.d.7.)
- A9. Reference item 1 of this addendum.
- Q10. Section 57. Billing., states that “unless otherwise specified on the contract or purchase order, shipments made by freight or express require the original Bill of Lading attached to the invoice”. This seems to be more along the line of a construction or large goods RFP condition. Does this apply to the Classroom, School, Art, Materials, & Related Products & Services RFP?
- A10. Paragraph 19 of the Special Provisions supersedes paragraph 57 of the General Conditions and Instructions to Bidders.
- Q11. Section 5.4., states that “today more than 39,000 public agencies utilize the U.S. Communities contracts”. Would a vendor be able to get an electronic file of these agencies with their addresses?
- A11. U.S. Communities would not provide an electronic file of these agencies; however the awarded offeror(s) would have access to our data base that contains this information via a search function for individual agencies.
- Q12. What percent of purchases would USC expect the 350 (+/-) core items represents as part of the total purchases for this RFP.
- A12. USC estimates that the core list will represent between 30 and 40 percent of total purchases, however this number may vary widely depending on spending habits of public agencies.
- Q13. Section 3.3 - Should an appropriation not be made in any fiscal year resulting in contract termination, would the national contract still be valid enabling other public agencies to purchase?
- A13. If an appropriation is not made in a fiscal year in Fairfax County Public Schools, the national contract would not be terminated.

Q14. If awarded the Fairfax County Public School's school supplies RFP, our firm will be fully committed to marketing and promoting this contract as our lead legal purchasing vehicle. Our firm has several questions about how several provisions of the contract will apply in light of pre-existing contracts and agreements:

A. Assume that our firm contacts School District A and leads with the US Communities school supplies contract. Despite these efforts, the School District indicates that they desire to continue to purchase under regional cooperative agreement. Our firm contacts USC as required by Section 6.1.a.6., can our firm continue to sell to School District A under regional cooperative agreement I for the remaining term of the agreement at the applicable prices?

A14. Yes, our commitment is that the agreement is your primary offering to public agencies and lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

15Q. Assume that pricing under regional cooperative agreement I is a 100 item core list with 25 of the items identical to items on the Fairfax core list and a catalog discount. Assume that the 25 overlapping core list is priced lower under the cooperative agreement but the catalog discount is greater under our Fairfax contract. What obligations do we have regarding pricing?

A15. The offeror must provide the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

16A. Same facts as Q14 and Q15 but the School District wants to purchase under state contract Y?

16Q. School district may purchase under state contract Y, U.S. Communities commitment is that the agreement is your primary offering to public agencies and lowest overall available pricing (net to purchaser) that it offers to Public Agencies. If the state contract has a lower overall price net to buyer, please see section 3.3 b (1) and 3.3 A

Q17. Section 5.7 - Provided Multiple Awards can be made under this contract, are suppliers allowed to submit 2 proposals: one for a single award and one for a multiple award?

A17. A solution or offer to both scenarios should be presented in offeror's single proposal.

Q18. Section 6.1b.1 Pricing - Please confirm that in each example listed that lowest overall or net pricing is the intention/ meaning of the section.

A18. Correct, offerors should provide net pricing on cost being proposed.

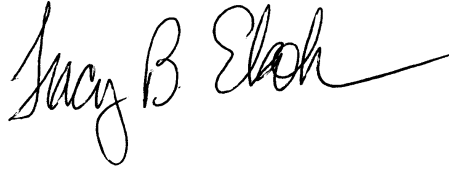
Q19. Section 8.3 Wholesaler catalogs - Please define and clarify which wholesaler catalog should be used to ensure an apples to apples comparison each supplier has access to multiple wholesaler catalogs (For example which SP Richards and/ or which United Catalog)?

A19. As outlined in section 8.1, please provide the requested information including an excel spreadsheet for your wholesaler(s) catalog.

Q20. Classroom supplies typically make up a small portion of a wholesaler's catalog, please clarify if suppliers should exclude all items that do not fit within the classroom, art, school supplies categories (for example if suppliers should exclude office supplies, furniture, and other)?

A20. The RFP is for Classroom and School Supplies, however in a separate section the offeror may offer additional products, services, and solutions that may benefit a Participating Public Agency.

All other terms and conditions remain unchanged.



Tracy B. Ekoh, C.P.M.
PURCHASING SUPERVISOR

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT
REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

TWO SIGNED COPIES MUST BE RETURNED PRIOR TO DATE/TIME OF CLOSING OR
MUST ACCOMPANY OFFEROR'S PROPOSAL.