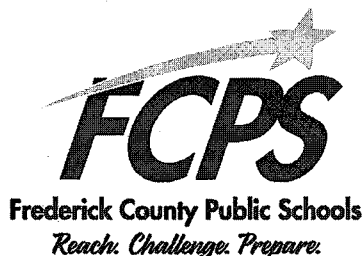


Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5116 phone
301-644-5213 fax



Stephen P. Starmer, C.P.M., Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
Billie Laughland, Buyer Specialist
Bill Meekins, Buyer Specialist
Scott Bachtell, Buyer Specialist

ADDENDUM #1

April 9, 2013

Bid 13M12, Hand Soap, Hand Sanitizer and Dispenser Units
Bid Due Date: April 23, 2013, at 2:00 p.m.

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

A. SPECIAL NOTICES (Pages 23 – 25) with Rev. 04/10/13:

7. CONTRACT TERM

The contract shall be effective from June 1, 2013 through May 30, 2019 with one (1) five-year renewal option available.

8. PRICING

a. All prices shall remain firm through the **first year of the contract.**

13. SAMPLES

Samples are required to be submitted **before the bid is due.**

14. WARRANTY AND REPLACEMENT OF VANDALIZED UNITS

b. Vendor will **provide additional dispensing units to FCPS for the replacement of vandalized units. FCPS will replace and install the vandalized units.**

B. SPECIFICATIONS (Page 26) with Rev. 04/10/13:

DESCRIPTION:

1. Hand Soap Refills, sealed and waterproof container, Green Seal Certified **Dye Free, Fragrance Free Product**, Contains enough product for approximately 1700 hand washes, Dispensing Valve included on each refill fits the dispenser.
2. Hand Soap Dispenser, Lifetime Warranty, Wall Mountable, ADA compliant Push Bar, Key Lock Option, Skylight Window, Has the Option to have decals with FCPS Logo. Holds refill product **which produces approximately 1700 hand washes.**
3. Hand Sanitizer Refill, Sealed and Waterproof Container, contains enough product for **approximately 1000 uses**, to fit matching dispenser **ALCOHOL FREE Formula, Active Ingredient Benzalkonium Chloride UPS 0.2%, Dye Free, Fragrance Free Product.**
4. Hand Sanitizer Dispenser, Minimum 10 Year Warranty, Wall Mountable, via screws, ADA Compliant Push Bar, Lockable, Skylight Window, has the option to have decals with FCPS Logo, holds refill product which produces **approximately 1000 uses.**

INSTALLATION:

- a. The successful bidder(s) shall coordinate the installation of all dispensers with Kathy Mentzer, Custodial Services Manager. ~~Vendors will create an installation schedule with Kathy Mentzer that will allow substantial completion of all installations to be completed within sixty (60) days of receipt of contract award and authorized purchase order.~~
- b. **Installation of dispensing units will be staggered throughout the first year of the contract.**

C. FORM OF PROPOSAL – REV. 04/10/13

HAND SOAP DISPENSER	Est. Qty. 6,000
HAND SANITIZER DISPENSER	Est. Qty. 4,000

REMOVED:
ALT. 5 Battery Operated Hand Soap Dispenser and
ALT. 6 Battery Operated Hand Sanitizer Dispenser

D. CLARIFICATIONS:

1. Hand soap usage report approximately 1100 cases per year.
2. Sanitizer usage report approximately 575 cases per year.
3. Please submit manufacturer documentation regarding amount of soap and/or sanitizer dispensed “per-push”.
4. A copy of the current FCPS logo will be provided as a vector drawing on the FCPS website. The logo may be modified to accommodate the awarded manufacturer dispenser requirement.
5. FCPS is requiring manual dispensers only.

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

Sincerely,



Bill Meekins CPPB, CPCP
Buyer Specialist

Attachments 4 – 8 pages (includes this Addendum Cover)

BM/kp

cc: Kathy Mentzer, Custodial Services Manager,
Bid File

BID 13M12 HAND SOAP, HAND SANITIZER, AND DISPENSER UNITS
SPECIAL NOTICES (REVISED 04/10/13)

7. CONTRACT TERM

The contract shall be effective from June 1, 2013 through May 30, 2019 with one (1) five-year renewal option available.

8. PRICING

- a. All prices shall remain firm through the **first year of the contract**.
- b. Frederick County Public Schools expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. 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 sixty (60) prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

9. AWARD

- a. The basis of award will include:
 - i. Sample testing
 - ii. Specification compliance, review of labels, MSDS information sheets, and descriptive literature.
 - iii. Price
- b. FCPS reserves the right to reject all bids offered.
- c. FCPS retains the right to award the hand soap dispensers and hand sanitizer dispensing units separately to different vendors, or in the aggregate to one vendor, whichever is in the best interest of FCPS.
- d. Final Award Letters will be mailed after BOE approval, tentatively scheduled for May 22, 2013.

10. DELIVERY

- a. Pricing of the hand soap and hand sanitizer refills shall include delivery to the warehouse:

FCPS/Warehouse Annex
33 Thomas Johnson Drive
Frederick, MD 21702

- b. Deliveries are to be made from 7:30 A.M. to 2:30 P.M Monday through Friday, except for holidays and special closings (see enclosed School Calendar).
- c. Emergency closings due to the weather or other unforeseen circumstances are announced on the public radio and television stations. Becoming informed of unscheduled closings is the sole responsibility of the vendor.

- d. Delivery is required within thirty (30) days after receipt of the purchase order. If not made within thirty (30) days, FCPS retains the right to cancel the item from the order and obtain the product from an alternate source.
- e. FCPS reserves the right to make emergency purchases from alternate sources, should the contractor be unable to furnish the required items within the required timeframe.
- f. In the event of the Contractor's failure to comply with the established delivery schedule, FCPS reserves the right to make an open market purchase of the contracted products. The difference between the established contract price and the actual cost incurred by the Board of Education are considered damages and may be charged to and collected from the contractor.
- g. Orders shall not be less than \$100.00. Greater minimum ordering requirements must be stated on your bid proposal. Bids may be rejected if minimum ordering restrictions are not feasible.
- h. Pallet maximums are 48" wide and 40" deep.
- i. Packing slips must accompany all shipments and should include: FCPS Purchase Order Number and Warehouse stock number; a description of each line item; the quantity ordered and quantity shipped.
- j. It is the sole responsibility of the contractor for spillage from whatever cause, and he shall not only credit the BOE and/or County for spillage and cleanup cost, but shall also repair the damage to the grounds and building to the satisfaction of the representatives of the Board of Education and/or County.
- k. Before and after deliveries, the driver of the truck shall be required to make an inspection of the delivery area and the building adjacent thereto in the presence of an assigned staff to ascertain whether or not damage has been done to the BOE and/or County.

11. SUBSTITUTIONS

- a. After award, substitutions will not be accepted without prior knowledge and consent of the Contract Administrator and the Purchasing Department. Substitutions will only be considered if the brand offered is of equal or better quality than the brand originally awarded and is compatible with previously installed/existing units.
- b. The Contractor may not invoice at a cost higher than the contracted price, and shall charge FCPS a lower price if the brand of the substitution costs less than the contracted brand.
- c. All requested substitutions/changes to the contracted product must be communicated in writing via facsimile, or over email, to the Contract Administrator and the Purchasing Department for review and approval prior to the scheduled delivery.

12. MATERIAL SAFETY DATA SHEETS

MSDS, as required by OSHA on chemicals and other potentially hazardous substances, must be submitted with your bid proposal or included with submitted samples. Failure to comply may result in rejection of the bid.

13. SAMPLES

Samples are required to be submitted **before the bid is due**. Bidders are encouraged to bring samples to the pre-bid meeting scheduled for April 4, 2013. Vendors should include all product literature with their samples when submitted.

14. WARRANTY AND REPLACEMENT OF VANDALIZED UNITS

- a. Dispensers must have a minimum ten (10) year warranty.
- b. Vendor will **provide additional dispensing units to FCPS for the replacement of vandalized units. FCPS will replace the vandalized units.**

15. PROPOSAL PREPARATION

- a. Vendors may bid one alternative brand/model in addition to their primary bid brand/model.
- b. Brands must be nationally recognized industry wide. FCPS reserves the right to accept or reject any brand. Failure to indicate the brand may deem the bid as being non-responsive.
- c. All products under this contract are to be unconditionally guaranteed by the manufacturer against defects.
- d. Any exceptions to the bid terms must be noted in a separate cover letter.
- e. The proposal pages should be completely and accurately filled out and signed.

16. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

BID 13M12
HAND SOAP, HAND SANITIZER, AND DISPENSER UNITS

SPECIFICATIONS
(REVISED 04/10/13)

DESCRIPTION:

1. Hand Soap Refills, sealed and waterproof container, Green Seal Certified **Dye Free, Fragrance Free Product**, Contains enough product for approximately 1700 hand washes, Dispensing Valve included on each refill fits the dispenser.
2. Hand Soap Dispenser, Lifetime Warranty, Wall Mountable, ADA compliant Push Bar, Key Lock Option, Skylight Window, Has the Option to have decals with FCPS Logo. Holds refill product **which** produces **approximately** 1700 hand washes.
3. Hand Sanitizer Refill, Sealed and Waterproof Container, contains enough product for **approximately** 1000 uses, to fit matching dispenser ALCOHOL FREE Formula, Active Ingredient Benzalkonium Chloride UPS 0.2%, **Dye Free, Fragrance Free Product**.
4. Hand Sanitizer Dispenser, Minimum 10 Year Warranty, Wall Mountable, via screws, ADA Compliant Push Bar, Lockable, Skylight Window, has the option to have decals with FCPS Logo, holds refill product which produces **approximately** 1000 uses.

INSTALLATION:

- a. The successful bidder(s) shall coordinate the installation of all dispensers with Kathy Mentzer, Custodial Services Manager.
- b. **Installation of dispensing units will be staggered through the First year of the contract.**
- c. FCPS Maintenance/Operations will remove existing units, if applicable, before installation of new dispensing units. FCPS will be responsible for the disposal of old units.
- d. Initial installation of all units over the life of the contract will be done at no charge by the vendor. The contract shall service new school(s), additions and renovations of existing schools, and any FCPS office(s)/buildings as requested.
- e. Dispensing units shall be secured to the wall with a minimum of two screws in addition to any adhesive tape backing.

BID 13M12
HAND SOAP, HAND SANITIZER, AND DISPENSING UNITS
FORM OF PROPOSAL-REVISED 04/10/13

ITEM #	DESCRIPTION	MFG BRAND, PART NUMBER, PACKAGING	EST QTY	UOM	QUANTITY PER CASE	UNIT PRICE	TOTAL PRICE	AMOUNT PER PUSH
1	HAND SOAP REFILLS		8000*	CASE				
2	HAND SOAP DISPENSER		6,000	EACH		SEE SPECIFICATIONS #2. HAND SOAP DISPENSER		
3	HAND SANITIZER REFILL		575*	CASE				
4	HAND SANITIZER DISPENSER		4,000	EACH		SEE SPECIFICATIONS #4. HAND SANITIZER DISPENSER		

* Case quantities are per year