



**OFFICE OF STATE PROCUREMENT**

*Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400  
<http://www.ga.wa.gov>*

## **SOLICITATION AMENDMENT**

**IFB/RFQ Reference:** 00707

**Title:** Emergency Standby Services

**Amendment Number:** 01

**Purpose:** Amend the original solicitation and any earlier follow-on solicitation amendments.

Subject matter areas/issues include:

1. Changes to the Comprehensive Price Sheet submittal (adds a new and required line item and modifies another line item).
2. Length of the initial term,
3. The form of the solicitation response package,
4. Performance guarantee bond,
5. Prevailing wages,
6. Prevailing Wage Liability, and
7. The 96 hour delivery requirement.

**Attachments:** This document does not contain any attachments or embedded electronic file attachments. All amendments are written in text in the following pages of this document.

**Sign and Return:** YES. This five page document must be signed by the bidder and returned with your solicitation response package.

**Solicitation Deadline:** NO CHANGES. This solicitation amendment does not change the current solicitation response deadline reflected in the original solicitation.

**BIDDER TO COMPLETE THE FOLLOWING:**

**Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

The above referenced solicitation is amended as follows:

**1. COMPREHENSIVE PRICE SHEET (aka Appendix P- Embedded MS Word file)**

The 00707 Prebid conference revealed concern on the part of the bidders. The Comprehensive Price Sheet is amended by the addition of a new line 4.5.1 and a modification of line 27.1. Line 4.5.1 is a required item in the Disaster Management category. Line 27.1, also in the Disaster Management category, removes the required item status.

**REQUIREMENT: Complete the Comprehensive Price Sheet lines below and return this document with you bid response submittal package.** *The State’s Procurement Coordinator will insert the Bidder’s response below into their Comprehensive Price Sheet submittal.*

Addition of New Line Item 4.5.1 is as follows:

Service	Required	Line #	DESCRIPTION	PRICE	UNIT	WA State Acceptance
D	YES	4.1.5	Price for stump removal per FEMA conversion table at unit cost per cubic yard (Non-Hazardous):			

27.1 The “YES” from column B is removed. This item is no longer a required item. Line 27.1 is as follows:

Service	Required	Line #	DESCRIPTION	PRICE	UNIT	WA State Acceptance
D		27.1	Price per linear foot			

**2. LENGTH OF THE INITIAL TERM**

ISSUE: Solicitation 00707, Part I generally pertains to the solicitation competition while Part II pertains to the contract. A discrepancy exists regarding the initial contract term. Part I, Section 7.8 reflects an initial term of three (3) years. Part II, Section 1.5- Contract Term reflects an initial term of two (2) years.

RESOLUTION: The initial contract term is two (2) years. Solicitation language reflecting a different initial time period is deemed amended in conformity with the two (2) year time period.

### 3. CONCERN OVER THE FORM OF THE SOLICITATION RESPONSE PACKAGE

ISSUE: The 00707 Prebid conference revealed concern on the part of the bidders. The solicitation is lengthy and requires many submittals in both hardcopy and electronic form. The state benefits from competition to the fullest extent possible. The state does not want to disqualify any bid and will not disqualify any bid response unless absolutely necessary. Regarding the form of the solicitation response, we need a complete solicitation response. While the state wants a full and complete hardcopy and electronic copy, our concern is that a bid response package is received with only a hardcopy or only an electronic copy, or a partial hardcopy and partial electronic copy.

RESOLUTION: Using only the solicitation response package received by the bidder, if the response package contains a responsive solicitation response, the solicitation will not be found non-responsive for lack of both a full and complete hardcopy and electronic copy.

### 4. PERFORMANCE GUARANTEE DECREASED

ISSUE: 00707, Part II, Section 5.7- Performance Guarantee, subsection a), require the awarded bidder(s) to secure a \$1,000,000 dollar performance bond within 10 business days of contract signature. The 00707 Prebid conference revealed concern on the part of bidders. They explained that performance guarantees are usually linked to the specific task in an amount equal to the projected scope of work. Further, asking the awarded bidder(s) to pay for “pre-event” guarantees with no assurance of work is a barrier that could limit competition. They believe a small pre-event guarantee is appropriate with a subsequent additional guarantee equal to the projected scope of work is appropriate and is a better match to the emergency management industry.

RESOLUTION: 00707, Part II, Section 5.7- Performance Guarantee, subsection a) is changed as follows:

- a) Amount: PRE-EVENT: The Performance Guarantee shall be for an amount which is not less than **\$50,000** for the initial and subsequent terms of the contract and shall be conditioned upon the faithful performance of the Vendor. If resulting contract is split among two (2) or more suppliers, the amount of the guarantee shall not be apportioned based upon the actual estimated percentage of dollar value of the award rounded to the nearest \$1,000. AT TASKING: Additional performance bonds would be required equaling the projected scope of work.

## **5. PREVAILING WAGES**

ISSUE: 00707 Part I, Section 7.13- Prevailing Wages and Part II, Section 5.9- Prevailing Wages addresses prevailing wages. Prebid conference revealed concern on the part of bidders. At the time of an emergency, disaster management companies scramble to find available human assets to meet the needs of the stakeholder to save lives and restore basic government functions. This business is chaotic, intense and usually of short duration making prevailing wage certification difficult at best.

RESOLUTION: The Prevailing wages language of the 00707 solicitation will remain as is. However, at the time of this solicitation, the Office of State Procurement cannot confirm the existence of any emergency exceptions to the prevailing wage statute. While not guaranteeing any outcome, the state reserves the right to revisit and if deemed to be in the state's interest, modify the prevailing wage term to allow for emergency exceptions. This would have the effect of lessening the burden for the awarded contract vendor(s). Given that the solicitation language will remain "as is" the awarded vendor must not expect any change and should bid accordingly; no promises are being made by the state.

## **6. PREVAILING WAGES LIABILITY**

ISSUE: 00707 Part I, Section 7.13- Prevailing Wages and Part II, Section 5.9- Prevailing Wages addresses prevailing wages. The Department of General Administration (GA), Office of State Procurement (OSP) creates competitively solicited master agreements that allow state customers to purchase products or services from the awarded vendor or vendors. A turnkey procurement mechanism of this type is efficient and of great value to Washington stakeholders. However, it is not GA/OSP's intent to substitute GA/OSP in place of a customer or vendor, or to insulate customers or vendors from their legal responsibilities. By example: In some cases a governmental agency may be monetarily responsible for prevailing wages mistakes. While unfortunate, if this happens, GA/OSP is not accepting/not responsible for the mistakes of other government entities.

RESOLUTION: The Prevailing wages language of the 00707 solicitation is clarified as follows. GA/OSP does not accept and is not responsible for any prevailing wage issues or mistakes on the part of any other customer or vendor. Customers and Vendors must insure all customer/vendor agreements comply with the law. Use of this master agreement does not substitute the GA/OSP for the wrongful acts of customers or vendors, whether the mistakes are intended or unintended.

## 7. DELIVERY

ISSUE: Delivery is required within 96 hours of purchase request (unless extended by the customer in writing). Prebid conference revealed concern on the part of bidders. Depending on the circumstance and the scope of work, no emergency management company can guarantee full and complete delivery within a 96 hour timeframe. Reputable emergency management companies can only guarantee proactive efforts to fill the need quickly.

RESOLUTION: The state recognizes that a contract of this type is a partnership. The 96 hour timeframe will remain and serves as a default “reasonable time” in the absence of special circumstances. Additional language requiring the awarded Contractor(s) to make any time delay issues immediately known to the customer will be added to the delivery term. Additional language requiring the customer to act reasonably to the situation and task is added to the delivery term. 00707, Part II, Section 7.5- Delivery, first paragraph is changed as follows:

**Delivery must be made within 96 hours of purchase request** (unless extended by the customer in writing). The 96 hour delivery time serves as a default “reasonable time” in the absence of special circumstances preventing the expected delivery. Awarded Contractors’ are required to immediately notify the customer in writing of any time issues that will prevent a 96 hour delivery and/or delay the delivery of the order. The required writing will explain in detail the circumstance preventing the expected delivery. The required writing must demonstrate the detailed efforts that were made to meet the customer need, including but not limited to the individuals/companies contacted, brief summary of the discussion, dates, times, and telephone numbers. This is a partnership: The customer is required and it is the state’s expectation that the customer will act reasonably to the situation and task required.

END of 00707 Solicitation Amendment Number 1.

REMINDER \*\*\* REMINDER \*\*\* REMINDER \*\*\* REMINDER

**Sign and Return:** YES. This five page document must be signed by the bidder and returned with your solicitation response package.

**Solicitation Deadline:** NO CHANGES. This solicitation amendment does not change the current solicitation response deadline reflected in the original solicitation.



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## SOLICITATION AMENDMENT

**IFB/RFQ Reference:** 00707

**Title:** Emergency Standby Services

**Amendment Number:** 02

**BIDDER TO COMPLETE THE FOLLOWING AND RETURN WITH SOLICITATION RESPONSE:**

**Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

**Purpose:** Amend the original solicitation and any earlier follow-on solicitation amendments.

Subject matter areas/issues include:

1. Change made to the technical specification, Appendix L, Section 1.3.2. Clarify the Comprehensive Price Sheet, Appendix P, Section 42.2.1 and 42.2.2 as it relates to the obligation in the technical specification, Appendix L, Section 1.3.2. See expanded details on the following pages.
2. Fuel costs, related to the operation of the Base Camp, will be a pass through basis. See expanded details on the following pages.
3. Clarify the technical specification, Appendix L, Section 5, regarding medical equipment. See expanded details on the following pages.
4. Discuss Original Solicitation, Part I, Section 8.10- Alliance and Northwest Regional US Alliances. See expanded details on the following pages.
5. Correct/clarify inconsistent language: 00707, technical specification, Appendix L, Section 1, subsection 1.1.2 – Base Camp Scenario is inconsistent with 00707, Part I, Section 8.14 and Appendix N. See expanded details on the following pages.
6. Correct Mistake: Remove an incomplete sentence in Appendix J- Alliances and Northwest Regional US Alliance Plan. See expanded details on the following pages.
7. Extending the Solicitation opening date (deadline to submit your bid to OSP). The new deadline date is Tuesday, November, 25, 2008 on or before 2:00 pm. See expanded details on the following pages.

**Attachments:** This document does not contain any attachments or embedded electronic file attachments. All amendments are written in text in the following pages of this document.

**Sign and Return:** YES. This five page document must be signed by the bidder and returned with your solicitation response package.

**Solicitation Deadline:** EXTENDED. This solicitation amendment extends the solicitation response deadline from ~~Wednesday, November 19, 2008~~ to **Tuesday, November, 25, 2008 at 2:00 pm. Bids must be received & stamped on or before the date and time.**

The above referenced solicitation and earlier follow-on amendments are amended as follows:

**1. COMPREHENSIVE PRICE SHEET (aka Appendix P- Embedded MS Word File)  
TECHNICAL SPECIFICATION (aka Appendix L- Embedded MS Excel File)**

ISSUE: Received a Bidder inquiry regarding the possibility of a 4<sup>th</sup> or midnight snack meal for emergency workers as specified in the technical specification, Appendix L- Section 1.3.2. Specifically, should the costs of providing that service be included in the corresponding Comprehensive Price sheet, Appendix P, Sections 42.2.1 and 42.2.2.

RESOLUTION: Do not factor the costs of the midnight sack meal for emergency workers into the Comprehensive Price Sheet, specifically, line items 42.2.1 and 42.2.2. The costs of these meals will be separately negotiated at tasking and will appear as a separate line item on invoice.

**2. FUEL COSTS RELATED TO THE OPERATION OF THE BASE CAMP**

ISSUE: Received a Bidder inquiry regarding the costs of fuel on the fuel necessary to operate a base camp. The potential Bidder suggests a pass through with small mark up. If changed, this will prevent unnecessary bid price padding since the costs of fuel fluctuates and is speculative.

RESOLUTION: No small mark up! Fuel used to directly operate the Base Camp will be separately paid as a pass through and will appear as a separate line item on invoice. As with any allowed costs that are not embedded into the unit price, all costs must be reasonable, actual, verifiable and are not a disguised profit or for any other purpose. The awarded Contractor(s) must provide sufficient documentation validating the charge.

### **3. BASE CAMP MEDICAL EQUIPMENT**

ISSUE: Received a Bidder inquiry requesting clarification of the Base Camp medical equipment, hospital beds, refrigerators, etc. in reference to the medical clinic, identified in the technical specification, Appendix L, Section 5.

RESOLUTION: Technical specification, Appendix L, Section 5 is unclear and is replaced as follows:

MEDICAL CLINIC: This area will be used for outpatient sick calls and as an ambulance staging area for medical emergencies. The Contractor shall provide a tented facility with lights, power HVAC and flooring. Contractor shall provide a 30' x 30' tent facility that includes four (4) beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, two (2) IV poles, two (2) floor fans, 12-110 volt outlets, area for daily sick calls. Other medical equipment and supplies will be provided by EMS or the State Health Agency or separately negotiated with the Contractor at tasking and identified as a separate line item on the invoice.

### **4. NAMING OF THE ALLIANCES AND NORTHWEST REGIONAL US ALLIANCES**

ISSUE: Received a Bidder inquiry regarding Solicitation 00707, Part I, Section 8, subsection 8.10-Alliances and Northwest Regional US Alliances and the corresponding Appendix J. Prospective Bidder asks: "... do we have to include the name of the company?" The Procurement Coordinator re-read these sections and cannot find any requirement to specifically "list names." The section allows the Bidder to control the level of detail with the sole limitation being a five page limit on the submittal. This means that the alliance plan and the northwest alliance plan together, may not exceed five pages. The State believes the Bidder will submit this submittal with the goal of achieving the most points possible. The State will evaluate the submittal and score it in conformity with the solicitation language. The Bidder must achieve at least five points on this submittal or the bid response will not move forward.

RESOLUTION: Regarding Solicitation 00707, Part I, Section 8, subsection 8.10- Alliances and Northwest Regional US Alliances and the corresponding Appendix J, if the solicitation specifically requires identification of the alliance company name, that condition is removed. Otherwise, the language shall remain as is.

## **5. CORRECTION**

ISSUE: The State noticed inconsistent language in 00707, technical specification, Appendix L, Section 1, subsection 1.1.2 – Base Camp Scenario, AND 00707, Part I, Section 8.14 and Appendix N. The State intended and wants the language used in 00707, Part I, Section 8.14 and Appendix N.

RESOLUTION: The unintended language in 00707, technical specification, Appendix L, Section 1, subsection 1.1.2 – Base Camp Scenario is replaced as follows.

This solicitation includes a Base Camp Scenario. The solicitation requires the Bidder to review the Base Camp Scenario and complete a corresponding pricing sheet. The scenario and corresponding pricing sheet serves three purposes. First, the corresponding pricing sheet will result in a price that can be compared to other Base Camp Category bid responses and will serve as part of the award basis for the award to one or more Bidders in this category. Second, the scenario serves as a bases of comparison to the Bidder’ own Comprehensive Price Sheet (Tab P) for the Base Camp section. After adjusting for the different time frames and other variables, the data can help the state determine if the Bidder’s Comprehensive Price List prices are responsible (fair under the circumstances). Third, after award the state may need Base Camp services. If so, the actual services purchased can be compared against the scenario. After adjusting for variables, it will help the state determine if the costs are fair and reasonable.

## **6. CORRECTION**

ISSUE: The State noticed an incomplete sentence in Appendix J- Alliances and Northwest Regional US Alliance Plan. The sentence appears just above the Requirement sub-section. The sentence is: “The Bidder will determine the level of detail that”. This sentence in its completed form actually appears later in the body of the Requirement sub-section.

RESOLUTION: The incomplete sentence “The Bidder will determine the level of detail that” is deleted. The later complete sentence remains as is.

**7. SOLICITATION RESPONSE DEADLINE EXTENDED**

**Solicitation Deadline:** EXTENDED. This solicitation amendment extends the solicitation response deadline from ~~Wednesday, November 19, 2008~~ to **Tuesday, November, 25, 2008 at 2:00 pm.** **Bids must be received & stamped on or before the date and time.**

END of 00707 Solicitation Amendment Number 2.

REMINDER \*\*\* REMINDER \*\*\* REMINDER \*\*\* REMINDER

**Sign and Return:** YES. This five page document must be signed by the bidder and returned with your solicitation response package.

**Solicitation Deadline:** EXTENDED.

New Deadline: Tuesday, November, 25, 2008 before 2:00 pm.

**Bids must be received & stamped on or before the Bid due date and time at this location:**

**210 11th Avenue SW, Rm. 201,  
P.O. Box 41017  
General Administration Building  
Olympia WA 98504-1017**

Previous Deadline: ~~Wednesday, November 19, 2008 before 2:00 pm.~~