

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 1  
**Date issued:** 10/01/2015

**Effect of the amendments:**

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

**Purpose of the amendment(s):**

1. To replace “Appendix B: *Price Worksheet*” with “Revised Price Worksheet-01715b”

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

**For Bidder:**

**Contact name,** Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

**For State of Washington:**

**Bradley DeVol,** Contracts, Procurement, & Risk  
Management  
(360) 407-7920  
[bradley.devol@des.wa.gov](mailto:bradley.devol@des.wa.gov)

Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 2  
**Date issued:** 10/05/2015

**Effect of the amendments:**

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

**Purpose of the amendment(s):**

1. To update section 1.4 Estimated Sales to read: "Purchases over the initial two-year term of the Contract could approximate \$9,000,000 from all Purchasers statewide. DES does not represent or guarantee any minimum purchase."

**Note to bidder:** This amendment need not be included in its entirety in a bid packet.

## Authorizing Signatures

**For Bidder:**

**Contact name,** Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

**For State of Washington:**

**Bradley DeVol,** Contracts, Procurement, & Risk  
Management  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 3  
**Date issued:** 10/09/2015

#### Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

#### Purpose of the amendment(s):

1. To extend the end of the Question & Answer Period to October 14, 2015.
2. To clarify that the evaluations of Appendix E: *Non-Cost Submittal* will not be performed using redaction of bidder company names.
3. To respond to formal questions from the pre-bid conference on October 7, 2015, as below:

**Question #1:** Appendix A, Section 3.12(g) appears to prohibit contractors under the resulting contract from working overtime and outside “normal working hours.” Does this section apply to Contract #01715?

DES Answer #1: Yes

**Question #2:** In Appendix B: *Price Worksheet*, are the prices listed in columns E, H, & K the ones that are expected to be listed on invoices for State customers?

DES Answer #2: The dollar values that bidders list in columns E, H, & K on the Price Worksheet are expected to represent the per-unit cost of the correlating item designated in column C. The dollar value that a bidder lists as their item price on the Price Worksheet will become a legally enforceable bid submission, and bidders should expect to be bound by Appendix B: *Price Worksheet*, should they receive a contract award.

**Question #3:** Will there be an option to lease items under the pricing structure in the resulting contract?

DES Answer #3: No

**Question #4:** Appendix G: *Statement of Work*, Section 2.5, Garment Tracking, requires contractors to barcode and track all garments issued under the contract and keep a record of items turned in and returned to State customers. Do all “items” need to have barcodes, or does the requirement apply only to “garments?”

DES Answer #4: Bar code tracking will be required of all “garments” worn by State customers, ordered under the Contract; “items” that do not classify as garments may be tracked using other means.

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**Question #5:** Appendix G: *Statement of Work*, Section 2.5, Garment Tracking, requires contractors to barcode and track all garments issued under the contract and keep a record of items turned in and returned to State customers. Must a record of bar coded items in and out be provided with every delivery?

DES Answer #5: The record of garment bar code tracking must be kept by the contractor and provided to State customers upon request only.

**Question #6:** When the old contract expires and the new one takes its place on January 1, 2016, if an incumbent vendor is awarded a new contract, will they be required to issue all new garments to State customers, or may they use existing inventory?

DES Answer #6: An incumbent vendor awarded a new contract under this Solicitation may use existing inventory if it conforms to the garment acceptability requirements of Appendix G: *Statement of Work*.

**Question #7:** Does Appendix A: *Proposed Master Contract*, Section 3.14, paragraph #5 apply to this solicitation and the resulting contract?

DES Answer #7: Yes

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

**For Bidder:**

Contact name, Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

**For State of Washington:**

**Bradley DeVoi**, Contracts, Procurement, & Risk  
Management  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 4  
**Date issued:** 10/12/2015

#### Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

#### Purpose of the amendment(s):

1. To extend the Bids Due date to 2 p.m. PST October 29, 2015. Please note that DES will also be issuing an amendment to update the anticipated contract usage data provided in Appendix B: *Price Worksheet*.
2. To extend the Q & A Period to October 23, 2015.

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

#### For Bidder:

**Contact name,** Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

#### For State of Washington:

**Bradley DeVol,** Contracts, Procurement, & Risk  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 5  
**Date issued:** 10/21/2015

#### Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

#### Purpose of the amendment(s):

1. To extend the Bid Due date to **2 p.m. PT on December 1, 2015**. Please note that DES is still working on gathering data to update the contract usage provided in Appendix B: *Price Worksheet*.
2. To extend the Q & A Period to **November 20, 2015**.
3. DES is also considering a 100% Inventory Billing model in lieu of the per change model, based on information discussed at the Pre-Bid Conference held on October 7, 2015. We would like to hear feedback from vendors on this proposed change. Please submit all feedback in writing to the email box listed on page 1 of the Solicitation, by **October 28, 2015**. DES will publish all feedback in the form of a written amendment to the Solicitation.

**Note to Bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

#### For Bidder:

**Contact name, Company name**  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

#### For State of Washington:

**Bradley DeVol**, Contracts, Procurement, & Risk  
Management  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 6  
**Date issued:** 11/09/2015

#### Effect of the amendments:

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

#### Purpose of the amendment(s):

1. To extend the Bids Due date to 2 p.m. PST December 30, 2015. Please note that DES will also be issuing an amendment to update the anticipated contract usage data provided in Appendix B: *Price Worksheet*.
2. To extend the Q & A Period to December 18, 2015.

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

#### For Bidder:

**Contact name,** Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

#### For State of Washington:

**Bradley DeVol,** Contracts, Procurement, & Risk  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment Number:** 7  
**Date Issued:** 12/17/2015

#### Purpose of this Amendment:

- To extend the Bids Due date to **2 p.m. PST, January 26, 2016**. Please note that DES will also be issuing an amendment to update the anticipated contract usage data provided in Appendix B: *Price Worksheet*.
  - To extend the Q & A Period to January 18, 2016.
  - To respond to additional Bidder questions received in writing by the RFP Coordinator.
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**Q1.** “In the Pre-bid Conference, [Bidder] left with the understanding that bidders’ names would be redacted prior to sending it out for evaluation. If bidders names are kept on Appendix E, the internal evaluators might let their personal feelings or opinions about a particular bidder influence their review/scoring of the Appendix E responses. In all fairness, responses should be objectively reviewed without any positive or negative impact based on who the bidder is. Redacting bidders’ names will help ensure that evaluations of each bidder are unbiased and that each evaluation/score can be accurately compared on an “apples to apples” basis to other evaluations/scores. Why did this change from [Bidder’s] takeaway from the Pre-bid conference? Was there a statute that governs this?”

**DES Response:** At the Pre-bid Conference on October 7, 2015, DES verbally mentioned the possibility of evaluating the Non-Cost Submittals using a “blind” method of redacting bidder names from the submittals. Upon careful consideration, DES will not be redacting names of Bidders from the evaluation materials. As there has been concern raised about the fact that DES verbally stated that we might redact names, please note that only written communication will binding (as stated in Sections 3.1 and 3.4 of the Solicitation).

**Q2:** What will be the service schedule for floor mats under the resulting contract?”

**DES Response:** The schedule of service on floor mats under the Contract will be determined by the user of the service at each facility. This can be addressed when new accounts are set up with the awarded vendor(s).

**Q3: Appendix A, Proposed Master Contract- Section 1.2 Recitals (para 5) –** We request that DES strike non-binding verbiage, as follows:

~~“This Master Contract neither financially binds the State nor otherwise obligates the State to~~

~~purchase any Products or Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Products or Services from other sources, provided that, all legal acquisition requirements are satisfied.”~~

**DES Response:** DES is not willing to amend this paragraph to remove the above sentence.

**Q4: Appendix A: Proposed Master Contract -Section 1.4 Contract Term-** Increase term from 2 to 5 years with three 1 year extensions.

**DES Response:** DES is willing to increase the initial term of the Contract to 3 years, with options to extend to up to 5 additional years.

**Q5: Appendix A: Proposed Master Contract Section 1.11 Price Adjustment-** Propose revisions to the section, as follows:

“Firm and fixed period: Pricing will remain firm and fixed for one (1) year from date of Award of the Contract.

Upon each anniversary of the Execution Date, the prices then in effect shall be automatically increased by 5% or the amount of the percentage increase in the Consumer Price Index (CPI) for the most recently available previous twelve month period, whichever is higher. The CPI used to calculate the adjustment would be the U.S. All City CPI-U, as published by U.S. Department of Labor. Company may adjust prices at any time if Customer requests significant changes to the program, service requirements, sales requirements, billing requirements, or report generation that was not contemplated by the parties at the Execution Date. The price adjustment will affect all rental prices, service charges, preparation fees, emblem charges, and Loss/Damage Replacement Values. Notification to the Customer of said price adjustment will occur approximately thirty (30) days prior to the effective date of such change.

Should Company experience any significant cost increases greater than the CPI that necessitate additional price changes during this Agreement, Company will present Customer with the proposed new prices and explanation. Should Customer dispute these changes, Company may choose to exclude those affected products or services from the program or terminate the Agreement.

Price protection: The Contract prices are the maximum prices the Contractor may charge.

~~If lower pricing for similar quantities becomes effective for the Contractor, Purchasers must be given immediate benefit of such lower pricing. The Contractor may also offer volume and promotional discounts.~~

~~Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by the Contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this Contract, the Contractor enters into Contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this Contract, the Contractor is obligated to provide the same to Purchasers for subsequent purchases. DES will be notified of changes in Contract pricing.”~~

**DES Response:** DES is willing to strike a portion the subsection titled “Price Protection”, as shown above. DES is not willing to include the additional underlined language proposed above regarding price increases.

**Q6: Appendix A: Proposed Master Contract - Section 1.11 Price Adjustment and Section 3.12.i Best Pricing-** Strike all “favored pricing” provisions.

DES Response: DES is not willing to remove Section 3.12.i *Best Pricing*. However, we are willing to remove the “favored pricing” provision, as identified in the DES Response to Question 5 above.

**Q7: Appendix A: Proposed Master Contract- Section 3.8 *Management Fee*- Strike** management fee.

**DES Response:** DES is not willing to waive this contractual requirement.

**Q8: Appendix A: Proposed Master Contract- Section 3.18.c *Shipping and Risk of Loss* –** Include the following insertion:

*“DES agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics (“FRC”) under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). DES ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH DES’S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC’S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. DES agrees to notify all employees and other agents of DES who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. DES acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of DES. Further, DES releases Contractor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. . DES hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from DES’s or its employees’ use of the FRC.*

*For high visibility garments, DES bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the DES will be charged the then current replacement value. DES acknowledges and understands that the garments alone do not ensure visibility of the wearer. DES further acknowledges that Contractor is relying upon DES to determine whether any garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. DES acknowledges that Contractor has made no other representations, covenants or warranties whether express or implied, related to the garments.”*

**DES Response:** DES is not willing to amend the Solicitation as proposed above.

**Q9: Appendix A: Proposed Master Contract - Section 3.21.c Insurance**– Strike “Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.”

**DES Response:** DES is not willing to strike this sentence from Section 3.21.c.

**Q10: Appendix A: Proposed Master Contract - Section 3.28.a Liquidated Damages** – Request DES strike this section.

**DES Response:** DES will remove Section 3.28.a *Liquidated Damages* in its entirety.

**Q11: Appendix A: Proposed Master Contract -Section 3.30.d Term for Convenience**- Request DES strike this section.

**DES Response:** DES is not willing to remove Section 3.30.d *Termination for Convenience*.

**Q12: Appendix A: Proposed Master Contract- Section 3.30.f Termination for Non-Allocation of Funds** – Request DES strike this or include a termination cost to offset contractor costs?

**DES Response:** DES is not willing to strike or amend Section 3.30.f *Termination for Non-Allocation of Funds* to include a termination cost to offset contractor costs.

**Q13: Appendix G: Statement of Work- Section 2.12 Account Review**- Request DES strike this section.

**DES Response:** DES is not willing to remove Section 2.12 *Account Review* from the Statement of Work.

**Q14: Appendix G: Statement of Work- Section 2.4 Garment Acceptability** – Request DES strike the “1 year” and replace with garments that “do not meet quality standards”.

**DES Response:** DES is willing to make this change. As a result, Section 2.4 is revised as follows:

“Garment Acceptability: When this contract is instituted, all garments that ~~have been in use for 1 year or longer~~ do not meet industry quality standards will be unacceptable for new purchasers, and existing purchasers converting to this contract may request replacement of current inventory items not meeting the above criteria (if applicable).”

**Q15: Appendix G: Statement of Work- Section 2.6 Service Life** – Request DES strike the time of 2 years and replace with “do not meet quality standards”.

**DES Response:** DES is willing to make this change. As a result, Section 2.6 is revised as follows:

“Service Life: The acceptable service life for garments and textile products on the contract shall be ~~twenty-four (24) months~~ when garments do not meet industry quality standards, at which time they must be replaced.”

**Q16: Appendix G: Statement of Work- Section 2.7 Replacement Costs**– Request DES strike 24 months and replace with garments “do not meet quality standards”.

**DES Response:** DES is willing to make this change. As a result, Section 2.7 is revised, as follows:

“Replacement Costs: When garments reach their service life of ~~24 months~~, the contractor shall replace those garments without charge to purchasers. Replacement will be with the brand name specified or a like garment matching the contract specifications. Original issue to service date is to be identified on each garment.”

**Q17: Appendix G: Statement of Work- Section 2.8.1.2** – Strike “They must have been in service for one year or less”.

**DES Response:** DES is willing to make this change. As a result, Section 2.7 is revised, as follows:

“If grade A replacement is not available, then grade B is a serviceable garment without any holes or repairs. ~~They must have been in service for one year or less and~~ Replacement garments must be equal to or better than the garment being replaced.

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

### For Bidder:

Contact name, Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

### For State of Washington:

**Bradley DeVol**, Contracts, Procurement, & Risk  
Management  
(360) 407-7920  
[bradley.devoll@des.wa.gov](mailto:bradley.devoll@des.wa.gov)

Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment number:** 8  
**Date issued:** 01/04/2016

**Effect of the amendments:**

All revisions or additional requirements detailed below are to be considered official and binding on the bidder for this solicitation and become official contract language upon execution of the contract, unless specifically amended later in time.

**Purpose of the amendment(s):**

1. To replace “Revised Price Worksheet-01715b” with “Revised Price Worksheet-01715b(2)”

**Note to bidder:** This amendment must be included in its entirety in a bid packet.

## Authorizing Signatures

**For Bidder:**

**Contact name,** Company name  
Phone  
[email.address@company.com](mailto:email.address@company.com)

Signature

Date

**For State of Washington:**

**Bradley DeVol,** Contracts, Procurement, & Risk  
Management  
(360) 407-7920  
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Signature

Date

## Solicitation Amendment

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### IFB 01715 – Linen & Laundry Service

**Amendment Number:** 10  
**Date Issued:** 1/26/2016

#### **Purpose of this Amendment:**

- To respond to Bidder Complaint submitted on January 19, 2016
  - To address duplicate entries on Appendix B- Price Worksheet
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#### **A. Bidder Complaint and DES Response**

##### **Bidder Complaint:**

“I am writing in connection with DES Solicitation/Invitation for Bid Number 01715. Please consider this a Complaint related to the Solicitation/IFB, in particular to the confirmation provided in both Amendment #3 and Amendment #7 that evaluations of Appendix E (Non-Cost Submittal) will be performed without redacting bidders names. We believe that this determination will result in the Solicitation evaluation and/or scoring process being unfair and/or flawed.

If bidders names are kept on Appendix E, the internal evaluators might let their personal feelings or opinions about a particular bidder influence their review/scoring of the Appendix E responses. In all fairness, responses should be objectively reviewed without any positive or negative impact based on who the bidder is. Redacting bidders' names will help ensure that evaluations of each bidder are unbiased and that each evaluation/score can be accurately compared on an “apples to apples” basis to other evaluations/scores.

Based on the above, we respectfully request that the decision to keep bidders names on Appendix E as part of the review/evaluation process be changed and that the review/evaluation process be undertaken without including bidder's names. “

##### **DES Response:**

Ensuring the integrity of the procurement process is one of our primary goals as stewards of state resources. However, redacting bidder names from the evaluation material is not an evaluation methodology currently employed by our agency. At this time, we do not have staff trained to redact bidder information from bid submittals, nor do we have access to redaction software to use for this process.

Adopting this evaluation methodology as a best practice would require an investment of time and resources in training to ensure proper execution. Unfortunately, this is not an option at this time due to the timeline for this project.

To address your concerns regarding bias in the process, DES is utilizing the following best practices in their evaluation process:

1. Evaluators will be given specific instruction before the evaluation process begins which requires them to apply scoring based solely on the merits of the bid submittal, without taking into consideration current or past experiences with bidders.
2. All evaluators have signed conflict of interest and non-disclosure agreements that address issues with personal bias.
3. Evaluators will be using a 0-10 scoring matrix that provides guidance and a definition for each number within the range.

DES understands and appreciates your concern with keeping the evaluation process objective and unbiased. However, due to the fact that we already have best practices in place to ensure the integrity of the procurement and evaluation process, your complaint is rejected for the reasons stated above.

#### **B. Duplicate Entries and Mislabeled Column on Appendix B – Price Worksheet**

1. It was brought to our attention that Column “K” says Grand Total (G + M). Column K was mislabeled and should state Grand Total (J+M).
2. It was also brought to our attention that there were duplicate entries on the price worksheet. Where duplicate entries are present, they will only be included once for evaluation purposes.

**Note to Bidders:** This amendment does not need to be included with Bid submittal.