



STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
OFFICE OF STATE PROCUREMENT
210 11th Ave SW Room 201GA Building • Olympia, Washington 98504-1017
<http://www.ga.wa.gov>

INVITATION FOR BID (IFB)

PORTABLE OXYGEN UNITS, RENTAL & REFILL SERVICE
FOR
WASHINGTON STATE FERRIES

Solicitation/Contract Number
#07309

Pre-bid Conference Date & Time
February 18, 2010 10:00 AM

Bid Due Date and Time
March 4, 2010 2:00 PM

Rosalind Knox
Contracts Specialist
Phone (360) 902-7489
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To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.
<http://www.ga.wa.gov/webs/>

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

210 11th Avenue SW, Rm. 201
General Administration Building
Olympia WA 98504-1017

Visit our Internet Site at <http://www.ga.wa.gov/purchase/>

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PART I

SECTION ONE

1. SUMMARY OF OPPORTUNITY

1.1. PURPOSE

The purpose of this IFB is to establish a contract for the as needed purchase of monthly rental and refill of portable oxygen units which include tanks, regulators, storage cases, masks and tubing. The units will be installed on Washington State Ferries vessels as well as some units being kept at terminals for replacement on the vessels.

1.2. PURCHASERS

This State Contract will be for Restricted Use: The resulting contract is for use by Washington State Ferries (WSF) only for the following locations:

Fauntleroy	Mukilteo
Eagle Harbor	Anacortes
Pier 52, Seattle	Port Townsend
Edmonds	Point Defiance

1.3. CONTRACT TERM

The initial term of this contract is two years from date of award (anticipated to be within two weeks after bid due date), with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the Purchasing Activity, and shall be effective upon written notice to Contractor. The total contract term, including the initial term and all subsequent extensions, shall not exceed six years unless an emergency exists and/or special circumstances require a partial term extension. The state reserves the right to extend with all or some of the contractors, solely determined by the state.

1.4. ESTIMATED USAGE

Based upon a sales history report from the current contract, it is estimated that value of this contract for the initial two year term is approximately \$135,000. Usage amounts shown in bid price sheets are estimates to be used for informational purposes only.

The State of Washington does not represent or guarantee any minimum purchase.

1.5. AWARD

Only one (1) successful Bidder will be identified via this procurement.

1.6. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

1.7. NO BEST AND FINAL OFFER

The Purchasing Activity reserves the right to make an award without further discussion of the Response submitted; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

2. SOLICITATION OVERVIEW

2.1. ACQUISITION AUTHORITY

The Washington State Department of General Administration (GA), or Purchasing Activity issues this Invitation for Bid (IFB) acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 which establishes GA and regulates the manner in which state agencies may acquire general goods and services.

2.2. SOLICITATION AMENDMENTS

Prior to submittal due date and time, the Purchasing Activity reserves the right to change portions of this IFB. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the IFB, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement.

2.3. CONTRACT FORMATION

A Bid submitted in response to this Solicitation is an offer to contract with the Purchasing Activity. A Bid becomes a contract only when legally awarded and accepted in writing by the Purchasing Activity.

2.4. INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's response will be incorporated into the resulting Contract.

2.5. RIGHT TO CANCEL

The Purchasing Activity reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

2.6. NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply the Products/Services specified herein, neither the Purchasing Activity nor the Purchaser are endorsing the Bidder's Products or Services, nor suggesting that they are the best or only solution to their needs.

3. TIMELINE

3.1. PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The Purchasing Activity reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of General Administration's Washington Electronic Business Solution (WEBS) www.ga.wa.gov/webs who downloaded this IFB from WEBS.

Changes to the Procurement Schedule after Bid Opening may be communicated to all bidders reflecting the change.

Projected Schedule of Events:

Date	Time	Event
<i>February 12, 2010</i>		<i>Issue Solicitation document (Available for download from www.ga.wa.gov/webs)</i>
		<i>Question and Answer Period</i>
<i>February 18, 2010</i>	<i>10:00 AM</i>	<i>Bidder Pre-Bid Conference</i>
		<i>Amendment issued, if applicable (bidders should begin checking the website for any amendments)</i>
<i>March 4, 2010</i>	<i>2:00 PM</i>	<i>Bids Due</i>
<i>March 8, 2010</i>		<i>Evaluation begins</i>
<i>March 15, 2010</i>		<i>Anticipated award date</i>

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract consistent with [RCW 43.19.1911\(8\)](#). At bid due date and time, only the name of the Bidder and time of Bid receipt will be read aloud. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

3.2. PRE-BID CONFERENCE

An optional pre-bid conference to address solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, Vendors are encouraged to attend and actively participate. If interpretations, specifications, or other changes to the solicitation are required as a result of the conference, the Procurement Coordinator will issue an amendment that will be posted on WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Office of State Procurement (OSP). Contact the Procurement Coordinator identified on the face page of this Invitation For Bid.

Pre Bid Date: *February 18, 2010*

Pre Bid Time: *10:00 AM*

Location: *210 11th Ave SW Room 201 GA Bldg, Olympia, WA*

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>

Driving directions and parking information <http://www.ga.wa.gov/visitor/direction-park.htm>

4. PREPARATION OF BIDS

4.1. DUE DATE AND TIME:

Original, signed (in ink), sealed Bids must be received as set forth in Section 3.1 **PROCUREMENT SCHEDULE** at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the Purchasing Activity. If a Bid is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

A. FORMAT:

Both a hard copy (with original signature) and an electronic media copy (CD or flash drive) of the bid response must be submitted. In the event that the hard copy of the price worksheets and an electronic copy of the price worksheets do not agree, the hard copy will prevail. Hard copy Bid response must be legible and completed in ink and properly signed by an authorized representative of the Bidder. Response must be submitted in the format(s) described in the solicitation. All changes and/or erasures shall be initialed in ink. Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder’s desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

B. IDENTIFICATION AND DELIVERY:

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Bids should be clearly identified on the outside of the package with the following information to the Purchasing Activity at the address below:

Bidder’s Name & Address	Office of State Procurement 210 11th Avenue SW, Rm. 201 Olympia WA 98504-1017
Solicitation Number 00110	ATTN: Rosalind Knox, Contracts Specialist
Opening date and time	03/04/2010 2:00 PM

4.2. BID OPENING PROTOCOL

Only the name of the Bidder and the time of receipt are read aloud at the time of the Bid opening. The reading does not determine award of the contract, responsibility of the Bidder, or responsiveness of the Bid. Bidder attendance at the Bid opening is not required.

4.3. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, notification will be sent to all bidders. After award, information regarding results of the solicitation may be obtained by contacting the procurement coordinator. Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

4.4. BID PRICING

Bid prices must include all cost components needed to provide the goods and/or services as described in this Solicitation document. All costs associated with the goods and/or services specified must be incorporated into the price of the Response to this IFB.

Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The State makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

During initial contract term, pricing shall not exceed bid pricing submitted for at least one year after effective date of contract award.

All bid pricing is to be FOB Destination, freight prepaid and included, for any location(s) as identified in this document

5. EVALUATION AND AWARD

5.1. EVALUATION PROCESS

The Bidder, who meets all of the IFB requirements, and is considered the lowest Responsive, Responsible Bidder as described in this section, will be declared the Successful Bidder.

No rejection notice will be sent to unsuccessful Bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Contract award shall be made to the lowest Responsive and Responsible Bidder with the most points based on the evaluation and award criteria established herein and subject to consideration of all factors identified in [RCW 43.19.1911](#).

Subject to the provisions of [RCW 43.19.1911](#) and [WAC Chapter 236-48](#), which covers [WAC 236-48-142](#) for pre-award protests and [WAC 236-48-143](#) for post award protests. The Purchasing Activity reserves the right to: (1) Waive any informality; (2)

Reject any or all Bids, or portions thereof;(3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

To aid in the Response evaluation process, after Response due date and time, the Purchasing Activity may require individual bidders to appear at a date, time and place determined by the Purchasing Activity for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the Purchasing Activity's intention to award.

Phase One: Initial Determination of Responsiveness

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements. Only those responses that pass will be further evaluated and considered for award.

The State will, in its sole discretion, determine whether Bidder's Responses to the Minimum Specifications and Service Requirements Checklist, as set forth in Section Three, Mandatory requirements, are sufficient to pass. Any part of Section Three not completed or that doesn't meet the minimum specifications or mandatory requirements in the state's sole discretion will result in a nonresponsive Bid and Bidder will be disqualified. If, however, all responding Bidders fail to meet any single Mandatory item, the Purchasing Activity will cancel the solicitation and reject all bids.

Pursuant to RCW 43.19,1911 (9), in determining Bidder responsibility, the following elements shall be given consideration:

- a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
The previous and existing compliance by the Bidder with laws relating to the contract or services;

Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, the Purchasing Activity reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

Phase Two: Cost Proposal Evaluation

Bidder's response to Section Four, Price Sheets, will be evaluated by the Procurement Coordinator. The state will award the Contract to the responsive, responsible Bid that receives the most points and offers the lowest total Bid Price for all items listed in Section Four, Price Sheets. Points have allotted to each line item based projected spend for each item (for a total of 500 line item points) will be subjected to any required prompt payment, preferences, and penalties to form an evaluated line item total. The Bidder with the lowest line item evaluation total will receive all the available points for that line item. All other bidders will receive points proportionate to the lowest price. For example, if a line item is assigned 10 available points and the lowest proposed price is \$1 while another bidder proposed \$2 then, the lowest bidder would receive 10 points while the other bidder would receive 5 points.

$$\begin{array}{rcccccc} \text{Lowest Bid Price} & + & \text{Other Bid Price} & \times & \text{Available points} & = & \text{Bidder Price Points} \\ \$1 & + & \$2 & \times & 10\text{pts} & = & 5\text{pts} \end{array}$$

In the same way, points have allotted to the total aggregated bid price (for a total of 500 points). The bidder proposing the lowest total aggregated price for all items will be subjected to any required prompt payment, preferences, and penalties to form an evaluated aggregated price total. The Bidder with the lowest aggregated price evaluation total will receive all the available points. All other bidders will receive points proportionate to the lowest price. For example, if the lowest aggregated price is \$100 while another bidder aggregate total is \$200 then, the lowest bidder would receive 500 points while the other bidder would receive 250 points.

$$\begin{array}{rcccccc} \text{Lowest Aggregate Bid Price} & + & \text{Other Bidder Aggregated Total} & \times & \text{Available points} & = & \text{Bidder Aggregate Points} \\ \$100 & + & \$200 & \times & 500\text{pts} & = & 250\text{pts} \end{array}$$

The Bidder's total line item points (500 available points) plus the bidder's total aggregate points (500 available points) will then be combined to determine the bidder's total points (1,000 total available points). The bidder who meets all the mandatory requirements, survives Phase One, Phase Three, and received the highest overall total points in Phase Two is to be identified as the apparent successful bidder as specified in Phase Four below.

Example:

Bidder A: 500 line item points + 500 aggregate points = 1,000 total points

Bidder B: 350 line item points + 450 aggregate points = 800 points (2ND place)

Bidder C: 200 line item points + 300 aggregate points = 500 points (3rd place)

Phase Three: References

References will be used to evaluate the Apparent Successful Bidder's history of performance and will be an award consideration based on a pass/fail score. The State reserves the right to determine at its sole discretion whether Bidder's performance history received through the references provided is sufficient to pass. If Bidder receives a failing score, Bidder will be deemed non-responsive and disqualified. The references will then be checked on next lowest, responsive, responsible Bidder until a successful Bidder is determined.

Bidders shall furnish three (3) references from different entities for which Bidder has performed or provided comparable, service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this IFB, including entity name, authorized individual, telephone, email, and facsimile.

The Purchasing Activity will only attempt to make contact with Apparent Successful Bidder's provided references a maximum of three (3) times. If such contact cannot be established with any of the references provided, then with the Bidder whose reference contact cannot be established will be deemed non-responsive and disqualified. No further attempts will be made to contact that particular reference. The references will then be checked on next lowest, responsive, responsible Bidder until a successful Bidder is determined.

Phase Four: Selection of Apparently Successful Bidder

The lowest, responsive, responsible Bidder will be declared the Apparent Successful Bidder. The Purchasing Activity may enter into contract negotiations with the Apparent Successful Bidder.

To validate bidder specification compliance, the state reserves the right to disclose the apparent successful bidder's proposed product information to other bidders in the "Intent to Award" award notice to allow other bidders an opportunity to scrutinize and challenge specification compliance. The state will then at its sole discretion will decide if specification compliance has been met and may not entertain bidder specification compliance challenge following contract award.

5.2. NOTIFICATION OF APPARENT SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified when the Purchasing Activity has determined the Successful Bidder. The date of announcement of the Successful Bidder will be the date of the notification from the Purchasing Activity and will be broadcast via WEBS.

5.3. DESIGNATION OF APPARENT SUCCESSFUL BIDDER

Designation as an Apparent Successful Bidder does not imply that OSP will issue an award to your firm. It merely suggests that at this moment in time OSP believes your Bid to be responsive. This designation allows OSP to perform a responsibility analysis and ask for additional documentation. OSP is also at liberty to re-review and determine whether the Bid is truly responsive as initially believed. The Bidder must not construe this as a notification of award, impending award, an attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

SECTION TWO

1. SPECIAL TERMS AND CONDITIONS

1.1. DELIVERY LOCATIONS

Authorized purchasers have various locations where product is to be picked up (see purchasers 2.2), however the successful contractor may be required to pick up at any location within the state upon request at no additional cost.

1.2. SHIPPING TERMS & INSTRUCTIONS

All bid pricing is to be FOB Destination, freight prepaid and included to purchaser's pick-up site.

1.3. MINIMUM ORDERS

This contract is primarily for rental and servicing of the rental units, therefore no minimum purchase amount will apply for normal or emergency service requirements. Orders will be placed on an as needed basis.

1.4. PRICE ADJUSTMENTS

Price Increases will not be considered without supporting documentation sufficient to justify the requested increase. All contractor price rate increases must be submitted at least 45 days in advance of effective date.

Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the Purchasing Activity and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. Contractor shall provide a detailed breakdown of their costs upon request. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the Purchasing Activity, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by the Purchasing Activity shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be approved during that time period.

At least ninety calendar days before the end of the initial two year term of this Contract, Contractor may propose Price rate increases by written notice to the Purchasing Activity's Contract Administrator. Price adjustments may be taken into consideration by the Purchasing Activity's Contract Administrator when determining whether to extend this Contract.

Contractors Shall Not Make Extensions Contingent On Price Adjustments.

1.5. PRICE PROTECTION

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 Contractor to any other entity purchasing the same quantity under similar terms. If during the term of this Contract Contractor shall enter into contracts with any other entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

1.6. MAINTENANCE OF UNITS

At no additional cost to the state, supplier will perform all maintenance which is required by applicable regulations. This includes any necessary hydrostatic testing. It will be the responsibility of the supplier to schedule maintenance. If a unit needs repair, supplier will pick up unit and perform all necessary repairs at no cost to the state.

Unit will be picked up for repair within 48 hours of notification by DOT. While maintenance or repair is being performed, supplier will provide adequate replacement units to assure that a minimum of two units per vessel and one unit per terminal are available.

1.7. PICK UP/DELIVERY OF UNITS

The vendor is required to pick-up the used units and refill cylinders from the designated pickup terminals (see section 1, 2.2) within 48 hours of a request from the Terminal Agent. The vendor shall in any event contact and check all the terminal situations at least once every 2 weeks. The vendor shall use standby units to change out used units if the Terminal has reached its minimum stock. All units not replaced at time of pickup shall be returned within 48 hours of pickup. Cylinders sent for hydro test should be returned within 5 working days.

1.8. BILLING

Washington State Ferries will be invoiced on a monthly basis for all services and equipment. Contractor shall provide a properly completed transaction invoice to Purchaser, as well as a monthly summary billing statement showing all purchases, credits issued and discounts allowed. All invoices and statements are to be delivered to the address indicated in the purchase order or the address provided to contractor by Washington State Ferries.

Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed statement denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser.

1.9. TRAINING

The successful supplier shall provide the Washington State Ferries staff training and materials such as video information or brochures on the operation of the units bid when needed, at no charge, at the request of WSF.

1.10. CYLINDER REFILL

Supplier will provide refill of cylinders as needed at the request of the WSF Terminal Agents or vessels crew. All refills will be provided within 48 hours of request. *Cylinders will be refilled if there is less than 800 lb pressure remaining after use.*

SECTION THREE

MINIMUM SPECIFICATIONS & SERVICE REQUIREMENTS

Bidder to complete and return this section with bid response

Description	Check if able to Comply:
Rental unit is to include case, tank with oxygen and variable flow regulator	✓
Case: United Oxygen Equipment #UOE 12101 or equal	✓
Built in tamper proof handle for ease of transportation	✓
Shall be capable of housing oxygen cylinder and regulator	✓
Shall be shockproof and capable of withstanding a drop of 8 to 10 feet without damage to the contents. Shall be constructed of molded polyethylene or similar lightweight construction	✓
Instructions for use shall be mounted externally	✓
Tank: United Oxygen Equipment #12100A or equal	✓
Aluminum tank with straight stem	✓
Shall meet all current Department of Transportation standards and specifications contained in 49 CFR 178.46	✓
Shall be hydrostatically tested in compliance with DOT Regulation 49 CFR	✓
Size D, 415 liters PSI capacity	✓
Shall be delivered full of oxygen	✓
Regulator, Variable Flow: United Oxygen Equipment #UOE 10225 or equal	✓
Two state variable flow oxygen regulator shall have delivery capability between 2 and 15 liters per minute (LPM). Capable of handling different medical conditions such as body size and ages that require different flow Rates.	✓
System shall be equipped with on/off valve to automatically release excess pressure in the event of a malfunction with interrupting flow mask.	✓
Each rental unit is to be provided with:	
One full hydro tested (within five years of hydro test) aluminum "D" type medical Oxygen cylinder	✓
One adjustable flow regulator with content and flow gauges capable of delivering two to fifteen liters per minute	✓
Two non-rebreather masks capable of delivering up to fifteen liters per minute - with tubing	✓
Three nasal cannulas	✓
One portable protective case with a hard shell for the cylinder assembly, masks, tubing and cannulas marked "Emergency Oxygen" or similar (max. dimension: Length: 25" x B: 9" x Height: 12")	✓
Oxygen: all oxygen shall be pure FDA regulated oxygen	✓

Delivery System, Mask and Tubing: United Oxygen Equipment #UOE 10905 or equal	
Mouth to mouth resuscitation - Not in Kit	N/A
Clear mask with one way valve or oxygen inlet Not in Kit	N/A
Star Lumen tubing with five inner channels Not in Kit	N/A
Tubing shall resist kinking or crushing	✓
Tubing to be between three and seven feet in length	✓
Shall provide for delivery of oxygen at a rate of 2-15 LPM	✓
Includes standard medical grade cannula	✓
Mask, cannula and tubing shall be disposable	✓

QUANTITY REQUIRED TO BE MAINTAINED FOR USE BY WSF

There will be a total of 120 portable oxygen units required to service WSF needs

- There will be fifty three (53) units for ship use
- Ten (10) units will be on Standby with Vendor
- Terminal Spares will total fifty seven (57) units.*

TERMINAL	MIN IN PLACE (FULL UNITS)**	MAX IN PLACE (FULL UNITS)**	SHIP TOTALS
FAUNTLEROY	2	5	9
PIER 52, SEATTLE10	12	25	12
EDMONDS	2	4	6
MUKILTEO	2	6	6
ANACORTES	5	9	14
PORT TOWNSEND	2	4	3
POINT DEFIANCE	2	4	3
TOTAL	REFERENCE ONLY	57	53

Vendor is required to maintain all bottles to be within 5 years of the last hydro test (- 90 days from expiration). The vendor shall hydro test bottles on request by WSF, 90 days before the 5-year anniversary of last hydro test or, if on inspection from ship's crew, the bottle is found to be suspect for any reason.

* Terminals have designated storage areas: these new packs will be replacing the existing packs already at the terminals.

**Minimum and maximum units each terminal can have at one time. Units are not to exceed or fall below these levels.

SECTION FOUR

PRICE SHEET

Use separate sheet to list "or equal" product by Mfr. and model #, include specifications

Item	Description – Also see minimum specifications and service requirements	For Product Bid Indicate Mfg & Model #:	Estimated Term Usage (2 years)	Unit Price	Bid Price Extended	Weighted System
	MONTHLY UNIT RENTAL AND SERVICE					Line Item Total Points
1.	Rental Unit with case, variable flow regulator and full oxygen tank. UOE#12101, 12100A & 10225 or equal		2880 (120 units X 24 months) estimated usage above is for item #1 only	Unit Monthly Rental \$ <u>35.50</u>	\$ <u>102,240⁰⁰</u> Monthly rental per unit	383
2.	Refill of oxygen tank (non-emergency)		560 Refills	Refills \$ <u>9.30</u>	\$ <u>5,208⁰⁰</u> refill	21
	DISPOSABLES (sterile packaged)					
3.	Delivery System – Mask and Tubing UOE #10905 or equal	As Received <u>W</u>	500 Each	\$ <u>32.80</u>	\$ <u>16,400⁰⁰</u> each	70
4.	Tubing		800 Each	\$ <u>1.64</u>	\$ <u>1,312⁰⁰</u> each	5
5.	Non re-breathing mask		800 Each	\$ <u>4.92</u>	\$ <u>3,936⁰⁰</u> each	16
6.	Nasal Cannula		100 Each	\$ <u>3.01</u>	\$ <u>301⁰⁰</u> each	1
	REPLACEMENT COSTS FOR NON-DISPOSABLES					
7.	Case UOE #12101 or equal		5 Each	\$ <u>85.33</u>	\$ <u>426.65</u> each	2
8.	Tank UOE #12100A or equal		5 Each	\$ <u>61.26</u>	\$ <u>306.30</u> each	1
9.	Regulator, variable flow UOE #10225 or equal		5 Each	\$ <u>67.83</u>	\$ <u>339.15</u> each	1
Weighted Total Points						500

SECTION FIVE

BIDDER'S AUTHORIZED OFFER

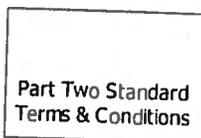
(BIDDER SIGNATURE PAGE)

Issued by the State of Washington

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand and agree to abide by all information contained in Part II, Standard Terms & Conditions.



2. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid.
3. The attached Response is a firm offer for a period of 90 days following the Response Due Date specified in the IFB, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90 day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the

Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

6. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Parts I and II, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Parts I and II of this solicitation.
7. We are not submitting proposed Contract exceptions
8. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
9. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

Wesley R Berka
Bidder Signature

MEDICAL SALES SPECIALIST
Title

AIRGAS - MORPAC INC
Company Name

3-4-10
Date

THIS BID RECEIVED AND OPENED
IN ACCORDANCE WITH THE TERMS
AND CONDITIONS NOTED ON THE
FACE HEREOF.

J. Anderson

**SECTION SIX
BIDDER PROFILE**

COMPANY INFORMATION

Contractor Information: Provide the information requested below which will be used for contract administration:

1. Legal Business Name:	AIRGAS - NORPAC, INC	
2. DBA Business Name:		
3. Federal Tax Identification number:	91-1428840	
4. WA State Department of Revenue Registration Tax number:	UBI #	601-129-876
5. Company Internet URL Address (if available):	www.airgas.com	
6. Company Mailing Address:	AIRGAS - NORPAC, INC 11900 NE 95TH ST, Suite 400 VANCOUVER, WA 98682	
7. Orders to be sent to:	AIRGAS 4401 AIRPORT Way South SEATTLE, WA 98108	
8. Billing will be from:	AIRGAS - NORPAC, INC 11900 NE 95TH ST Ste 400 VANCOUVER, WA 98682	
9. Payment to be sent to:	AIRGAS - NORPAC, INC ATTN: Accounts Receivable 11900 NE 95TH ST Ste 400 VANCOUVER, WA 98682	
10. Bidder Authorized Representative:	Name: <u>WESLEY R. BARKER</u> Phone: <u>(206) 391-7218</u> Fax: <u>(425) 988-7075</u> Email: <u>Wes.barker@airgas.com</u>	

RECIPROCITY

Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, and Section 1896.12? Yes No N/A

SUBCONTRACTORS/AUTHORIZED REPAIR FACILITIES

Identify any subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and include federal tax identification (TIN) number for each subcontractor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. repair, testing, disposal, pick-up, etc):
N/A		

SALES & ORDERING INFORMATION

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:	<u>WES BARKER</u>	Name:	<u>SCOTT WILLIAMS</u>
Telephone:	<u>(206) 391-7218</u>	Telephone:	<u>(206) 910-4823</u>
Toll Free No.	<u>(800) 626-1380</u>	Toll Free No.	<u>(800) 626-1380</u>
Cell Phone:	<u>(206) 391-7218</u>	Cell Phone:	<u>(206) 910-4823</u>
Territory:	<u>SEATTLE NORTH</u>	Territory:	<u>Western Washington</u>
Fax:	<u>(425) 988-7075</u>	Fax:	<u>(425) 988-7075</u>
Email:	<u>wes.barker@AIRGAS.com</u>	Email:	<u>Scott.Williams@airgas.com</u>

Payment Terms: Prompt Payment Discount: 0 % 30 days, Net 30.

(Note: Prompt payment discount (PPD) periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Please indicate if PPD applies to payments made by Credit Card: Yes No

Purchasing (Credit) Cards accepted? Yes No

(Washington State Purchasing card is VISA) If yes, please list cards accepted:

Visa Master Card American Express Discover

REFERENCES

Provide a minimum of three (3) commercial or governmental references for which Bidder has delivered goods and/or services similar in scope as describe in the IFB.

1) Agency/Company Name:	<u>STATE OF WASHINGTON</u>
-------------------------	----------------------------

IFB 07309 - PORTABLE OXYGEN UNITS

Address:	210 11TH Avenue SLV Rm. 201 C-4 Bldg
Contact Person:	Rox Knox
Telephone:	(360) 902-7284
E-mail:	rknox@ga.wa.gov
Product Provided /Approx. Dollar Cost	Portable O ₂ kits \$70K Annually

2) Agency/Company Name:	KING County - EXECUTIVE OFFICE
Address:	401 5TH AVE STE 1300 / SEATTLE, WA
Contact Person:	JOSH SPAIN
Telephone:	(206) 263-8728
E-mail:	joshua.spain@kingcounty.gov
Product Provided /Approx. Dollar Cost	NOK kits \$100K

3) Agency/Company Name:	PROLIANCE SURGERY CENTERS
Address:	720 Olive Way - Suite 1505 SEATTLE, WA 98101
Contact Person:	JOHN GUY
Telephone:	(206) 838-2543
E-mail:	j.guy@proliancesurgeons.com
Product Provided /Approx. Dollar Cost	GASES / CARTS / SERVICES \$100K Annually EQUIPMENT

SECTION SEVEN

CONTRACT EXECUTION**A. PARTIES**

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of General Administration, an agency of Washington State government ("Purchasing Activity" or "State") located at 210 11th Ave. SW, Room 201 GA Bldg, Olympia, WA 98504 and [Contractor], a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington ("Contractor"), located at [Contractor address] for the purpose of providing Portable Oxygen Units, Rental & Refill Service for Washington State Ferries.

B. ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

C. ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY**1. Incorporated documents:**

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a. The Purchasing Activity's Solicitation document 07309 with all attachments and exhibits, and all amendments thereto
- b. Contractor's response to the Solicitation 07309 dated _____.
- c. The terms and conditions contained on Purchaser's Order Documents, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

2. Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes and regulations
- b. Mutually agreed written amendments to this Contract
- c. This Contract, Number 07309

- d. The Purchasing Activity's Solicitation document with all attachments and exhibits, and all amendments thereto
- e. Contractor's response to the Solicitation
- f. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

D. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

[Contractor]

Attn:

[Contractor's Representative]

[Contractor address]

To Purchasing Activity at:

State of Washington
Department of General Administration

Roz Knox, Contracts Specialist
210 11th Avenue SW, Rm 201 GA Bldg.
Olympia, WA 98504

Phone:

Fax:

E-mail:

Phone: (360) 902-7284

Fax: (360) 586-2426

E-mail: rknox@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

E. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

F. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

G. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this _____ day of _____, 2010.

This is a Partial/Total award for: _____

Approved
State of Washington
Department of General Administration

Approved
[Contractor]

Signature

Signature

Roz Knox Date

Print or Type Name Date

Contracts Specialist

Title

BIDDER CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

- Section Three: Minimum Specifications and Service Requirements Checklist
 - Section Four: Price Sheet (with exceptions item info if applicable)
 - Section Five: Bidder's Signed Authorized Offer
 - Section Six: Bidder Profile
 - Section Seven: Signed Contract Execution
-



STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
OFFICE OF STATE PROCUREMENT
210 11th Ave SW Room 201 GA Building • Olympia, Washington 98504-1017
<http://www.ga.wa.gov>

CONTRACT EXECUTION

A. PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of General Administration, an agency of Washington State government ("Purchasing Activity" or "State") located at 210 11th Ave. SW, Room 201 GA Bldg, Olympia, WA 98504 and *Airgas-Norpac Inc.*, a corporation licensed to conduct business in the state of Washington ("Contractor"), located at 11900 NE 95th Street, Suite 400, Vancouver, WA 98682 for the purpose of providing **Portable Oxygen Units, Rental & Refill Service for Washington State Ferries.**

B. ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

C. ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

1. Incorporated documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein:

- a. The Purchasing Activity's Solicitation document 07309 with all attachments and exhibits, and all amendments thereto
- b. Contractor's response to the Solicitation 07309 dated March 4, 2010.

c. The terms and conditions contained on Purchaser's Order Documents, if used; and All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

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In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes and regulations
- b. Mutually agreed written amendments to this Contract
- c. This Contract, Number 07309
- d. The Purchasing Activity's Solicitation document with all attachments and exhibits, and all amendments thereto
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D. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:
Airgas-Norpac Inc.
FEIN # 91-1428840

Attn: Wesley Barker
Medical Sales Specialist
11900 NE 95th Street, Suite 400
Vancouver, WA 98682

Phone: (206) 391-7218
Fax: (425) 988-7075
E-mail: wes.barker@airgas.com

To Purchasing Activity at:
State of Washington
Department of General Administration

Melissa Cox
Contracts Specialist
210 11th Avenue SW, Rm 201 GA Bldg.
Olympia, WA 98504

Phone: (360) 902-7439
Fax: (360) 586-2426
E-mail: melissa.cox@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

E. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

F. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

G. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 1st day of May, 2010.

This is a Partial/Total award for: Portable Oxygen Units for the Washington State Ferries

Approved
State of Washington
Department of General Administration

Approved
Airgas Inc.

Melissa R Cox
Signature
Melissa R Cox 4/28/2010
Melissa Cox Date
Contracts Specialist
Contracts Specialist

Carl J. Nicasia
Signature
Carl J. Nicasia 4/28/10
Print or Type Name Date
Regional VP Medical Sales
Title



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

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/proc.htm>*

Pre-Bid Conference
Bidder Questions & Answers
Date Addendum Issued: February 19, 2010

Invitation for Bid 07309
TITLE: PORTABLE OXYGEN UNITS, RENTAL & REFILL
SERVICE FOR WASHINGTON FERRIES

Amendment No. 1

A signed copy of this amendment must be submitted with your bid or, if you have already mailed in your bid, then this amendment must be received in the Office of State Procurement prior to the IFB due date and time.

This IFB is amended as follows:

Purpose: The purpose of Amendment No. 1 is to provide answers to bidder's questions submitted during the Pre-Bid Conference held on February, 18, 2010 and to provide clarification to bid specifications related to training of WSF staff and supplier maintenance of rental units.

Bidder Questions & Answers:

Q: Is there something that WSDOT & WSF can do to ensure that all contaminated disposable components of the oxygen units have been disposed of prior to the return of the equipment to the vendor?

A: WSF will work with safety officers to ensure that staff are properly trained on the disposal of bio-hazardous material, after an incident occurs involving oxygen units.

Q: Who is the point of contact for WSF safety issues?

A: There are two shipboard safety officers responsible for addressing safety issues.

Clarification of Bid Specifications:

1. Section Two-Special Terms and Conditions, Section 1.9 Training is amended to include the requirement that the successful supplier shall provide in-person safety training to WSF staff on proper use of the oxygen rental kits, at the request of WSF.

- 2. Under Section Two- Special Terms and Conditions, a new section is added to address the handling/disposal of potentially bio-hazardous equipment, as follows:

1.11. DISPOSAL OF BIO-HAZARDOUS MATERIAL

Customer shall be responsible for ensuring that all contaminated disposable components of the oxygen rental kits have been properly disposed of, prior to return of the kits to the supplier for refills, testing, etc.

The successful supplier shall be responsible for ensuring that all non-disposable components of the oxygen rental kits have been decontaminated to eliminate any potentially bio-hazardous materials, prior to delivery of refilled kits to the customer.

ALL OTHER TERMS, CONDITIONS, REMAIN UNCHANGED.

Attachments: None

Complete the following:

Company: Airgas - Mac Pac, Inc.

Authorized Representative: Carol S. Nicosia

[Signature] 4/28/10
Signature Date

Opening Date and Time

March 4, 2010 2:00 PM

Melissa R Cox 4/28/2010
~~By: Knox~~ Date
Contract Specialist rknox@ga.wa.gov (360) 902-7489