



**Date of Issuance:** 08/03/2022

**Solicitation No.** 0900000551

**Requisition No.** N/A

**Amendment No.** 2

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

**ISSUED FROM:**

Cini Zacharia  
Contracting Officer

405-522-9078  
Phone Number

Cini.zacharia@omes.ok.gov  
E-Mail Address

**RETURN TO:** [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov)

**Description of Amendment:**

a. This is to incorporate the following:

**Question 1**  
Are we to accept these prices as shown, or are we to insert our own costs?  
**Answer:**  
Please feel free to suggest your own costs with justification. Such suggestions will not be used in the scoring process but may be used to refine the Fair and Reasonable Cost table throughout the lifespan of this project.

**Question 2.**  
What about indirect costs that are not shown? Travel, sample collection, etc.  
**Answer:** They are assumed to be covered under the blanket price of the reports themselves. However, if the bidder would like to suggest a way to add travel, etc., to the Fair and Reasonable Cost table, they may do so. Such suggestions will not be used in the scoring process but may be used to refine the Fair and Reasonable Cost table throughout the lifespan of this project.

**Question 3.**  
Any negotiation of costs based on hazards located during investigation?  
**Answer:** Yes, if hazards are found during the investigation, and addressing them is not covered under the original scope of work for that site, changes to the scope of work (and accompanying cost increases) must be discussed with and approved by Brownfield Program staff.

**Question 4.**  
Often sites vary greatly in cost, for example there is a vast difference in a 1-acre phase I on virgin ground in a small town and a 56-acre industrial site Phase I.  
**Answer:** True. Please suggest a way to calculate the cost of a Phase I based on acreage, and OCC Brownfield Program staff will also think about this point on our end. Such suggestions will not be used in the scoring process but may be used to refine the Fair and Reasonable Cost table throughout the lifespan of this project.

**Question 5.**  
My team is currently putting together a bid for solicitation number 0900000551. Is there an example bid or executive summary available for review?  
**Answer:**

Please read the bidders instruction very well that will tell you clearly what the forms are you need to submit with your bid response.

Bidder instruction section 5- Amendment info. where to look and what to do once we post amendment to web.

Section 8.1. Preparation of bid

Section 8.1.B. Mandatory requirements – Exhibit 1

Price Exhibit 2.

Section 8.2.B. i). Responding Bidder information Form 076.

ii). Certification for Competitive bid Form 040

iii). Workers comp

iv). Vendor payee form.

v). Amendments

Section 8.2.D. Any exceptions to terms Read section 8.2.D to Section 8.2.N

There is no other example bid or executive summary available for review for this bid submission.

**Question 6.**

We are interested in bidding on the Phase I, II, and II Environmental Site Assessments, Solicitation 0900000551.

**OMES Form Vendor Payee**

Does a responding consultant need to register as a vendor in the State system before contract award?

**Answer:**

To submit the bid response via email you do not need to get registered BUT you have to get registered with state of Oklahoma vendor registration then only we get People soft vendor ID to create contract. You must get registered with vendor registration, Secretary of state (SOS) and SAM etc.

**Question 7.**

**Bidder Instructions Cover Page**

Is there a size limit on the electronic submittal?

**Answer:**

There is no size limit. If need you can send bidder response and price info in a separate doc via email before the closing date 3 PM. We only accept all the bids response on the email as it is mentioned on the Bidders instruction sheet doc page#1 cover page left bottom. **RETURN SEALED BID TO: [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov)**  
Also mentioned on section 9.2 in Bidder's instruction doc.

**Question 8.**

**Bidder Instruction 8.2B. iii**

Is a litigation history required showing suits or claims against Bidder or can we provide a litigation statement?

**Answer:**

Yes, you can provide a litigation statement, but OMES legal will review it. Please title it separately Litigation statement on your submission.

**Question 9.**

**Bidder Instructions 8.2 K.**

Is there any required financial information? If so, what information is desired?

**Answer:**

That is up to you. We are only evaluating Mandatory requirements and price on this RFP.

**Question 10.**

**Bidder Instructions 8.2 L**

Are any references required, if so, how many Business References are required?

**Answer:**

Normally we recommend minimum 3 but that number of references is up to you because we are not evaluating that.

**Question 11.**

**Exhibit 2H.1.2**

Are the rates presented in Exhibit 4 the actual rates or example rates that need to be revised for each responding consultant?

**Answer:**

Using the example, in Exhibit#4 each responding bidder need to submit a price sheet.

**Question 12.**

**Exhibits 4, 5, and 6**

Can a unit cost escalation be provided for services occurring each year to provide for increases in cost of labor, materials, and fuel?

**Answer:**

Each year when renewal request of contract sends out then if there is a price change then you can request to us with justification of the price change, we need to review and approve it.

**Question 13.**

**Attachment B**

Article 14.5 refers to "Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State". Please provide details on non-negotiable terms.

**Answer:**

Bidder instruction Section 14.5, if you have any terms that you put as " non-negotiable" then it will go to legal for review and the state will determine if it should change or remain like the bidder wants it to be.

**Question 14.**

**Attachment B 8.1 Insurance**

Will the State of Oklahoma waive/can proposers take exception to the insurance provision for Directors and Officers Coverage? This insurance item includes Employment Practices Liability and Consultant's Computer Errors and Omissions Coverage.

**Answer:**

We cannot waive the insurance. Asking an exception is up to you when you submit your bid response, then after evaluation of the bid response our OMES legal team will review the exception and will respond to you.

**Question 15.**

Can the following changes be made to the General Terms?

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, ~~additions, or changes to such insurance coverage~~. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

16.1.B ~~To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and~~  
~~Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be~~

~~invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.~~

Please let me know if these changes are possible.

**Answer:**

Anything on the Attachment B State general terms and Attachment C Statewide specific doc: If you cannot agree with it or any of the items in it, please send an exception request with your bid response then after the evaluation process We will submit these exception request or any agreement request to OMES legal for their review. OMES legal team will review and respond you based on their review result.

**Question 16.**

Regarding "certified Independent audits": Are audits conducted at the pro project level?

**Answer:**

Please refer to Attachment B -State General terms Section 10 for the Audit and record clause.

**Question 17.**

Is there a revenue dollar threshold?

**Answer:**

State do not have any information from agency about this at this time.

**Question 18.**

Do we use our audit firm?

**Answer:**

Please refer to Attachment B -State General terms Section 10.1 to 10.3 for the Audit and record clause.

**Question 19.**

Some of the insurance limits are higher than we typically see. Are alternative limits acceptable?

**Answer:**

Those are the State's minimum limits. However, Bidders have the opportunity to include requested exceptions to the terms. Please refer to the Bidder Instructions Section 4 and the last page of the same document for submission format. You need to have a minimum limit as it mentions on the RFP. But when you submit your bid response you can submit the alternatives limits, but we will send that to OMES legal to review then legal will have the final decision. Final decision will depend upon the legal. If bidder has been recommended for award, OMES will review and negotiate submitted exceptions to the terms and conditions. As part of the negotiation process, the State may determine an adjustment to the minimum insurance requirements is appropriate. The bidder will be required to provide proof of those minimum accepted insurance limits.

**Question 20.**

For Solicitation number 0900000551:

Are entities with shared ownership limited to only submitting one (1) bid?

**Answer:**

No, you can submit more than one.

**Question 21.**

Insurance question:

Insurance limits of 1,000,000 per occurrence and 2,000,000 aggregate on General Liability and Auto Liability. Are we required to up those amounts to 5 million for the bid submission?

**Answer:**

Bidders have the opportunity to include requested exceptions to the terms. Please refer to the Bidder Instructions Section 4 and the last page of the same document for submission format.

**Question 22.**

Will the Limited Phase II ESA's only be scoped to investigate potential UST/AST systems on the properties or all potential REC's identified in the Phase I ESA (vapor encroachment condition, historical/current non-OCC regulated use of the property/off-site sources such as dry cleaners, salvage yards, hydraulic lifts, non-OCC regulated spills, etc.)?

**Answer:**

The scope is "Limited" because the OCC will only investigate 1) contaminants from sources under OCC jurisdiction, namely oilfield sites and gas stations [not dry cleaners or hazardous waste sites] and 2) asbestos and lead-based paint [at the request of EPA].

**Question 23.**

If so, what rates will be applicable for the requisite sampling, waste characterization, etc.?

**Answer:**

N/A

**Question 24.**

Are the disposal costs limited to non-hazardous waste only?

**Answer:**

The costs on the cost sheet are for non-hazardous waste only; see below. Normally, the OCC Brownfield Program does not encounter hazardous waste on the sites we work on.

**Question 25.**

If the composite sample analytical results indicate the waste is classified as hazardous, what rates will be applicable for characterization, transportation, and disposal of hazardous waste?

**Answer:**

This will be dealt with on a case-by-case basis. The Brownfield Program grants change orders for requests that can be proven REASONABLE and NECESSARY -- such as properly disposing of hazardous waste.

b. All other terms and conditions remain unchanged.

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Supplier Company Name (**PRINT**)

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Date

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Authorized Representative Name (**PRINT**)    Title

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Authorized Representative Signature