



GENERAL INFORMATION

Date of issuance 03/31/2025	Solicitation/Event # EV00000453
Requisition # 0900020034	Amendment # 1

Hour and date specified for receipt of offers is changed:

☒ No ☐ Yes, to this date: _____ and this time: _____

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 by doing one of the following:

1. Sign and return a copy of this amendment with the solicitation response being submitted.
2. If the supplier has already submitted a response, this acknowledgement must be signed and returned before the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

Return to:

Contracting officer

Demeana "Dede" Cornelius

Phone

405-521-2844

Email

demeana.cornelius@omes.ok.gov

DESCRIPTION OF AMENDMENT

a. This is to incorporate the following: Amendment# 1. Responses to inquiries from vendors. A collection of vendor questions and answers is attached. OMES provides notification on behalf of the State of Oklahoma that: Please see the information below. No further questions shall be accepted. The closing date for this solicitation remains unchanged and is currently **Monday, April 14, 2025, at 3:00 PM CST.**

Q1. FEMA typically requires unit-rate pricing for debris removal and may not allow hourly rates in most circumstances. Will the State consider revising the pricing sheet to ensure compliance with FEMA policy and industry standards?

A1. It is acceptable to update the Unit and Per hour to Per Unit on the Cost Sheet.

Unit	H.I		H.II		Material Cost Per Hour	% Rate Increase 2nd year	% Increase 3rd year
	LABOR Emergent Not To Exceed Cost Per HR	LABOR Non-Emergent Not To Exceed Cost Per Unit	Materials & Supplies Description	Unit			
per QHR	\$ 0.00	\$ 0.00	Eg. XL Trailer	EA	\$ 0.00		
	\$ 0.00	\$ 0.00	Eg. Skid Steer		\$ 0.00		
	\$ 0.00	\$ 0.00			\$ 0.00		
	\$ 0.00	\$ 0.00			\$ 0.00		
	\$ 0.00	\$ 0.00			\$ 0.00		
	\$ 0.00	\$ 0.00			\$ 0.00		
	\$ 0.00	\$ 0.00			\$ 0.00		
	Name of File:						
	\$ 0.00	\$ 0.00			\$ 0.00		

Q2. Category VII is Mud, Soil, Sand. Can you please expand on this, and provide more detailed explanation of what “Mud, Soil, Sand” services are being sought, and provide an example of what magnitude and a typical service looks like in this category.

A2. “Floods, landslides, winds, wildfires, and storm surges often result in soil, mud and sand debris on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks and public swimming pools.”

Q3. Can each participating agency be priced separately? If so, the location/subcontractor section lists all 50 states - do we need to submit a pricing document for each state? Rather than 50 states - can we differentiate how we see fit into each Region and City/County, etc.? Pricing for each region would be specific to population, geographic location, gas rates, mileage/hauling distances to DMS/FDS.

A3. If there is a variance in cost from state to state, please provide pricing for each geographical state. These costs can be negotiated with the entity requesting services. Bid Pricing is considered a ceiling cost.

Q4. Per Pg 2. Sec III. MASTER AGREEMENT DESCRIPTION - Offerors may choose to respond to one or multiple categories in the services they provide and shall reflect the area of coverage. The categories for which an Offeror is submitting a response should be clearly identified in their proposal using Attachment G, Offeror Response Worksheet. The contract term is for 2 years with the option to renew for 5 additional 1-year periods; however, this is the lead state's discretion - what if another state wants to renew the contract? Will this be allowed if Oklahoma decides not to renew?

A4. The Lead State of Oklahoma will renew the Master Agreement. If for some reason the State of Oklahoma chooses not to renew the Master Agreement, participating States will not be able to renew its Participating Addendum.

Q5. Subcontractor List per State - rather than completing the Excel Spreadsheet - can we submit a separate document that includes our subcontractors by State, with their DBE designation?

A5. Use of the subcontractor list is preferred as it creates a consistent document to search across the nation. A separate document with DBE designation may be submitted but is not required.

Q6. Per 5.2.1 NASPO ValuePoint Fee. Contractor shall pay NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or

0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation. Since this is a pre-event contract and would only have documentation or changes in the event of activation - would this ValuePoint Fee be applicable to this contract? If not, we would request this fee be waived since there would be no action on this contract until an actual storm or event takes place.

A6. The transaction fee will be applicable when an event takes place and services are performed. The fee would be based on sales for services performed.

Q7. Per 5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). The timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section. Again, since this is a pre-event contract it wouldn't seem that reporting would be necessary until an actual event took place.

A7. The awarded vendor will report on sales completed during the quarter. If there were no sales during the quarter, the awarded vendor would report \$0 sales.

Q8. Participating Agents - will this contract be closed after the award or will other State / Municipalities be able to use this contract if they sustain damage from an event (i.e. in the height of hurricane season, can a new municipality elect to use this contract after it has already been awarded)?

A8. Any State or Municipalities that have signed a Participating Addenda will be able to use this contract.

Q9. Is the State going to cap the number of awarded vendors? If so, what is that number?

A9. This will be a multiple award contract, there is no set number of awarded vendors.

Q10. Is there an incumbent? If so, could you please provide the company name, current / previous contract number, and how much was the last bid?

A10. No, there is no incumbent. This is a new portfolio.

Q11. Is there a particular area/location(s) of heightened need, and if so, what are those locations?

A11. It is difficult to identify areas of heightened need. For example, all states have medical waste, or demolition requiring removal. The emergent portion would depend on geographical anomalies. Many areas are susceptible to hurricanes, and others to tornadoes, or flooding, etc.

Q12. While services will be deployed expediently, In emergency situations, is there flexibility in how quickly subcontractors can be mobilized, or must they adhere to a strict timeframe dictated by the State?

A12. This will be up to the entity requesting services.

Q13. Will all in-state contractors, who are domiciled in the State of Oklahoma, receive preference when awarding the bid?

A13. We encourage all capable suppliers to respond. The goal is to have adequate local coverage in each state. Oklahoma looks to maintain local relationships as well as support additional suppliers who service the nation.

Q14. Who do we bill for the administration time for the required NASPO training?

A14. Any costs incurred for staff training will be at the awarded vendor expense.

Q15. Why are there so many areas related to products sales, delivery, warranty?

A15. Many of these are standard terms and conditions included in NASPO contracts. Not all will be applicable in all cases.

Q16. Please provide the general conditions for the State of Oklahoma. Included in the packet are conditions for Hawaii, Virginia, Oregon, and New Mexico. Why are there no provisions for Oklahoma? We need to see the terms & conditions for Oklahoma.

A16. Many of the Oklahoma Terms and Conditions are incorporated in this solicitation as the leading state. Additional terms will be presented with the state specific Purchasing Agreements after awards for the Master Agreement have been made.

Q17. Will there be money retainage on projects in the contract?

A17. This will be up to the entity requesting services.

Q18. Who will make the contract award decision? The State of Oklahoma or NASPO?

A18. The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Prior to the announcement of awards and execution of Master Agreements, the Lead State will present any award recommendations to the NASPO ValuePoint Executive Council for approval of the proposed awards. Following approval of the NASPO ValuePoint Executive Council, the Lead State will issue an intent-to-award notification to the emails listed in the supplier profile and the bid response.

Q19. May offeror subcontract work for other states and/or Canada?

A19. This is a Nationwide cooperative contract. An Offeror may propose to provide services to multiple State and even Nationwide.

Q20. Under section C; Information Technology and Data Management: iii. “The offeror represents that it does not provide covered telecommunications equipment or services as a part of its offered products or services to the government in the performance of any contract, subcontract, or other contractual instrument as defined by 52.204-26 Covered Telecommunications Equipment or Services-Representation”. Please explain in further detail. What does this mean?

A20. [Refer to 52.204-26 Covered Telecommunications Equipment or Services-Representation. | Acquisition.GOV](#)

Q21. Attachment F: H. Marketing Plan. Who are we supposed to market to? It’s a state contract for use by state agencies. Is this a directive to actively market and solicit services to existing state agencies?

A21. An awarded vendor would market their services to States or entities to execute a Participating Addendum with a specific State or entity so that they may provide services as needed for the entity.

Q22. Regarding Section III. Offeror Response, 3.e. Offeror Reference Worksheet. There does not seem to be a tab in Attachment G that includes an Offeror Reference Worksheet or a separate worksheet in the event documents. Where and what info needs to be included for the Reference Worksheet? How many references are required? Will there be a reference worksheet released?

A22. e., was removed from the RFP during drafting and overlooked on the summary. No references are required for this solicitation.

Q23. Without estimated quantities as well as submitting our own line items, how specifically will the points for pricing be awarded?

A23. Costs are reviewed and compared to the local services offered, as well as market research to average pricing per state, statistical outliers will not be considered for award.

Q24. If a contractor already has a similar Debris Removal or Monitoring contract with a state level entity, such as the Oklahoma Environmental Management Authority or the Virginia Department of Emergency Management, which contract would be activated following an emergency declaration?

A24. It would be up to the entity who is requesting services to determine which contract to utilize.

Q25. If participating States decide to proceed with contracting with the awarded Contractor(s), will the additional participating State and Contractor enter into a period of negotiation regarding terms and prices of the contract? For example, a tornado event in Oklahoma that requires debris removal would be priced differently than a fire event that affects Western US or a flood event that impacts the Northeastern US.

A25. It would be up to the entity who is requesting services to determine what level of negotiation is needed for any specific event.

Q26. If a contractor has more experience in certain regions of the United States, would other States who opt in to this procurement have an option to select a contractor that is not awarded by the State of Oklahoma? For example, if a contractor has earthquake debris management experience, can Hawaii consider this contractor if they were not awarded by Oklahoma?

A26. This will be a Nationwide cooperative contract. An Offeror may elect to provide services in multiple States or Nationwide. For an Offeror to provide services in a certain State they would need to indicate in their response that they will provide services in that State and be awarded a Master Agreement. In the example above, the Offeror would need to indicate in their response that they intend

to provide services in Hawaii and then be awarded a Master Agreement. An Offeror is not required to offer services in the State of Oklahoma.

Q27. If participating States decide to proceed with contracting with the awarded Contractor(s), is acceptance of a contract, in addition to the Lead State contract, at the discretion of both parties?

A27. Yes.

Q28. Can a list of all known participating States be shared?

A28. The NASPO cooperative is open to all 50 States and the U.S. Territories. Any of these entities may participate if they choose.

Q29. Will participating entities not located in the United States require the awarded contractor to open an office in the Country?

A29. Bidders not registered with either SAM.gov, or any Secretary of State in the U.S. or U.S. Territories or does not provide a letter of exemption will not be considered for award.

Q30. In the first tab of Attachment G – Offeror Response Worksheet, G.IV.2 states “Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments”. Are awarded contractors expected to market this Master Agreement to other States?

A30. Offerors may elect which States and/or entities they wish to provide services. The awarded vendor would be expected to market their services and the NASPO contract to the entities that they are awarded.

Q31. For submission, do the forms and supplemental required information need (ex. Transmittal Letter, Debris Management Outline and examples) to be uploaded separately or as one document?

A31. They can be uploaded as a single document but must be clearly labeled.

Q32. Has a debris removal and monitoring contract like this been solicited before through NASPO ValuePoint? If so, can the bid tabulations and pricing sheet be shared?

A32. No, this is a new portfolio.

Q33. Will NASPO please indicate the administrative fee for this procurement? Additionally, should proposers address proposals to the Lead State and include Lead State only qualifications, or focus on qualifications for all states interested?

A33. There is no administrative fee for procurement. Awarded Vendors would pay a .25% administrative fee on any sales they have after the award. Offerors should address all States they are interested in providing services.

Q34. Please provide the names and titles of the evaluation committee members.

A34. That information may be requested via open records post awards.

Q35. Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

A35. That information may be requested via open records post awards.

Q36. Where will the evaluation committee meeting notice be posted?

A36. No

Q37. How and when will bidders be notified of solicitation awarding?

A37. Please see Attachment C, Evaluation Plan.

Q38. Does the State intend to award only one contract?

A38. This will be a multiple award contract. The intent is to reward an adequate number of vendors for Nationwide coverage.

Q39. If the State intends to award more than one contract, will the contracts be categorized by order of intended activation (e.g. Primary, Secondary, Tertiary) or will there just be a pool of qualified vendors?

A39. Contracts will be identified by the coverage area and service category provision. There will be no hierarchy of contracts.

Q40. If there is a pool of qualified vendors, what will be the method used to determine which contractor or contractors to activate first?

A40. This will be up to the entity requesting services to determine which vendor(s) they will use for an event.

Q41. Section III of the RFP Summary details the response format that proposers must follow for bid submissions. This format incorporates two Excel documents (i.e., Offeror Response Worksheet and Cost Proposal). The Supplier Bid Submission Guide states "File types: Do not convert required file types into other formats. For example, suppose you are required to populate and submit a pricing guide as .xlsx. In that case, your response should include the original file type as requested to ensure responsiveness, etc." Since the required proposal format includes both PDF and Excel attachments, can the State elaborate on how it wants proposers to respond? Should we upload the Excel files to the supplier portal separately and refer to our main proposal for write-ups related to the Offeror Response Worksheet?

A41. Both .xls, or .pdf files will be accepted. Excels should be loaded separately. Additional support information should be provided within Excel Templates.

Q42. Section III of the RFP Summary requires the submitted of an Offeror Reference per Attachment G, Offeror Response Worksheet. Attachment G does not include a tab with an Offeror Reference Worksheet. Can the State please provide a copy of this worksheet?

A42. In the development of the RFP, e. was decidedly removed from the requirements. No references will be required.

Q43. Section III of the RFP Summary details the response format that proposers must follow for bid submissions. This format notes Attachment L, Claim of Business Confidentiality

should be included in Tab 7 of the proposal and states to include "Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information." Can the State confirm if this redacted copy should be uploaded separately?

A43. Yes, please upload separate and clearly labeled as such.

Q44. Are we to understand that administrative fees are only to be charged if a contract is activated, and dollars are spent by a participating entity?

A44. Yes.

Q45. It appears that while other states are listed as interested parties, the full evaluation process will be completed by the Lead State, Oklahoma. Is this correct?

A45. In accordance with NASPO Value Point's Lead State™ model, the Lead State (Oklahoma) is

issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Q46. Will the selected contractor(s) under this solicitation enter into an agreement with the State of Oklahoma or with NASPO?

A46. The awarded Vendors will enter into a Master Agreement with the State of Oklahoma. The Master Agreement will allow awarded vendors to enter Participating Addenda with specific States to provide the services needed.

Q47. Oklahoma was not listed as a participating entity in Attachment D. Will the State be a participant with NASPO?

A47. Yes, the intention is for the state of Oklahoma to utilize the NASPO Cooperative.

Q48. Are we to understand that the pricing submitted would be for any state that signed on to use this contract? Pricing debris removal services include a myriad of factors when pricing a state contract, i.e., type of event that would typically impact on a particular state (fire, hurricane, tornado, flooding, etc.), subcontractor fees / resources / prevailing wages of that State to name a few. Pricing debris removal services for the State of Hawaii vs. State of South Dakota would not be the same. The Army Corps of Engineers has set the standard for pre-positioned debris removal contracts. Their solicitation was separated by regions. Would NASPO consider separating pricing per Region?

A48. Refer to A3.

Q49. Are disposal fees a pass-through charge to the State?

A49. Disposal Rates are considered a pass-through charge. As such they need to be clearly invoiced and should be included in the initial quote whenever possible.

Q50. Regarding all line items containing tipping fees on the Fee Proposal, please take into consideration that the contractor cannot control the landfill rates nor guarantee them for the term of the proposed contract. Typically, it is after activation when tipping fees are negotiated often at a much better rate than the standard daily gate rate (depending on the quantity of debris). Can consideration be given to changing the scope to allow for Tipping Fees/Disposal fees to be considered a pass-through expense whereby the contractor pays the Tipping Fees and invoices the State at direct cost with no

markup? If not, how will bids be evaluated “apples to apples” if respondents can submit any price for a tipping fee?

A50. See A49. regarding pass-through fees.

Q51. Would the State consider providing proposers with a comprehensive pricing form that is inclusive of all operational elements necessary to perform the categories of work. For example, Category I - Vegetative Debris: ROW Transport to DMS, Reduction by Grinding, Reduction by Incineration, etc. If not, how will the pricing bids be evaluated “apples to apples”?

A51. Suppliers are expected to be experts in their fields. Bidders may alter the pricing template to reflect the standard field verbiage for your category and services offered. Cost sheets will be posted publicly and are to aid end users in identifying suppliers who could address their needs by location. The pricing is ceiling cost, meaning not to exceed rates. Affiliates are encouraged to gain multiple quotes, and request better rates based on factors such as volume. The intention is to expedite requests for quotes (RFQ's) for end users, from approved suppliers on contract who have responded to an RFP which satisfies state and federal laws.

Q52. Section H states negotiations of the Master Agreement may take place with selected vendors. Will these negotiations be final?

A52. The negotiations of Master Agreements will be final, however additional negotiations will likely take place at the State or local level when executing Participating Addenda.

a. All other terms and conditions remain unchanged.

SIGNATURES	
Supplier company name	Date
Authorized representative name	Authorized representative signature