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| J:\Function\Branding\- New OMES logo\Horizontal\OMES-logo-horiz-RGB.jpg |  | Amendment of Solicitation |

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| **Date of Issuance:** | 03/19/20 | | **Solicitation No.** | | 0400000173 | | |
| **Requisition No.** | 0400000799 | | **Amendment No.** | | 1 | | |
| 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:  (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,  (2) 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 printed clearly on the front of the envelope. | | | | | | | |
| **ISSUED BY and RETURN TO:** | | | | | | | |
| **U.S. Postal Delivery or Personal or Common Carrier Delivery:**  Office of Management and Enterprise Services  ATTN: Darlene Saltzman  5005 N. Lincoln Blvd. Suite 200  Oklahoma City, OK 73105 | | Darlene Saltzman | | | | |  |
|  | | Contracting Officer | | | | |  |
|  | | (405) 694-7016 | | | | |  |
|  | | Phone Number | | | | |  |
|  | | Darlene.saltzman@omes.ok.gov | | | | |  |
|  | | E-Mail Address | | | | |  |
| **Description of Amendment:** | | | | | | | |
| a. This is to incorporate the following: | | | | | | | |
| On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following questions concerning this solicitation, received during the Wiki QA period, which closed on March 16, 2020. All questions and procurement/agency responses are detailed below:  **Q1:**  Please provide a copy of a recent invoice and volumes.  **Response:** This must be obtained per open records request.  **Q2:**  Bidder Instructions, page 5 of 16, Pricing Table: Is the per pound disposal pricing net or gross?  **Response:** Net  **Q3:** Bidder Instructions, page 5 of 16, Pricing Table: What do the asterisks in the pricing tables mean?  **Response:** Typo, I do not see a reason as to why they are there. I looked back to the original RFP, they are there but no explanation as to why. I would say they can be disregarded.  **Q4:** Bidder Instructions, page 5 of 16, Pricing Table: Is the second pricing table supposed to be for the collection of 30,001 – 60,000 pounds?  **Response:** Yes it is, 30,001-60,000 pounds.    **Q5:** Attachment A: Please clarify whether waste materials will be accepted from CESQG’s and residents or just residents.  **Response:** I don’t know what CESQG is referring to? Material will be accepted from applicators, applicator companies, dealers and residents of Oklahoma.  **Q6:** The RFP states that pressurized cylinders are considered non-conforming waste items and if accepted by the “supplier” (hazardous waste contractor), the cost of collection, transportation, and disposal (total cost) is to be paid by the person delivering the waste to the collection site. If a collection event participant (person delivering the waste) brings pressurized pesticide cylinders to a collection event and the State of Oklahoma representative at the collection event requests the supplier to accept the pesticide cylinders, can the waste be accepted by the supplier and the total cost of the cylinders be paid for by the State of Oklahoma?  **Response:** Yes, only after a State of Oklahoma Representative approves.  **Q7:**  The RFP states in the event a collection event participant delivers an extremely hazardous substance, “the successful supplier shall hold the person with the hazardous waste on-site and notify the regulating authority and allow them (the regulating authority) to handle the hazardous material.” To “hold the person” on-site, to not allow the person to leave the site may not be within the authority of the supplier, only law enforcement has that authority. Can this be clarified that the supplier will advise the person with the hazardous waste they should remain on-site and in an isolated area of the collection site until the proper regulating authority arrives to handle the hazardous material?  **Response:** Correct, we understand that the supplier will not have legal authority to “hold” someone onsite. The supplier should advise the person move to a safe location until proper authorities have arrived.  **Q8:**  Additionally, in the event the condition of the hazardous material (excluding explosives) needs immediate treatment or packaging on-site in order to reduce or neutralize the hazardous risk of the material, and it is within the capabilities of the supplier’s chemist and staff to properly treat or neutralize the hazardous risk, can the supplier take such actions and the total costs be paid for by the State of Oklahoma? It should be taken into consideration that other regulating entities that might be called to treat the hazardous waste may take up to 3 hours (or longer) to arrive at the site to properly address the situation. The supplier is not supposed to leave the site until all wastes have been packaged and loaded for transport. If the supplier is required to remain on-site until the non-conforming waste has been secured by the proper regulating authority, will the State of Oklahoma accept any additional labor costs associated with such a situation?  **Response:** No, unless the State of Oklahoma Representative has approved the acceptance of the non-conforming waste.  Only if the non-conforming waste was approved to be accepted by a State of Oklahoma Representative.  **Q9:** If the on-site State of Oklahoma representative waives the background sampling requirement, the supplier will accept the Oklahoma’s on-site representative’s authority to do so.  **Response:** Acceptable | | | | | | | | |

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| b. All other terms and conditions remain unchanged. | | | | |
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| Supplier Company Name (**PRINT**) | | |  | Date |
|  |  |  |  |  |
| Authorized Representative Name (**PRINT**) |  | Title |  | Authorized Representative Signature |