



**Date of Issuance:** 02/13/2023

**Solicitation No.** 0900000564

**Requisition No.** N/A

**Amendment No.** One (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:  
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:**

Carol Williams-Downing  
Contracting Officer

405-522-0432  
Phone Number

[Carol.williamsdowning@omes.ok.gov](mailto:Carol.williamsdowning@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:

Supplier have submitted the following questions; this amendment issued is to incorporate clarifications and to share this information with all suppliers. The questions are numbered and bold type, and the answers are numbered and in red type.

**QUESTION #1** 1.2 states The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract. – Can you give more detail regarding that statement? We understand the contract pricing must be guaranteed by the Supplier for one year. However, what does “indefinite delivery and quantity” entail? We see quantities noted under the Solicitation Price Sheet Are those quantities not guaranteed to be ordered in total, within one year of the solicitation award – but are just rough usage estimates?

**ANSWER #1** – No, the quantity are not guaranteed this just used data from the previous contact.

**QUESTION #2** - If these are just estimates, is there any kind of guarantee on how many might be utilized within the one-year contract period? For instance, the state guarantees that at least 50% will be utilized? Or 70%?

**ANSWER #2** – No, guarantee on quantity please reference question above.

**QUESTION #3** - 2.1 under Orders and Addendums: Orders placed by “Purchase Card”... Is the purchase card a credit or debit card?

**ANSWER #3** – Yes, this is a state issued visa credit card.

QUESTION #4 - Termination for Funding Insufficiency: Does this mean that even if an agency orders product, they are not required to pay under this Contract? And we, as the Supplier, accept responsibility for non-payment?

ANSWER #4 – NO; Termination for Funding Insufficiency effects agency annual budget. All order must be pre-encumbered.

QUESTION #5 - Regarding agencies or approved entities that do not pay within contract payment terms... The supplier is not required to continue providing product, if previous invoices remain unpaid, correct?

ANSWER #5 – Please reference 7.1.C for procedures for nonpayment.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) Title

\_\_\_\_\_  
Authorized Representative Signature