

# Clarification or Amendment of Solicitation

Date of Issuance:	10/12/23		<sup>1</sup> Solicitation No.	RFQ 691	
Purchase Request No.	1542	Clarification o	r Amendment No.	1	
Solicitation due date and h	ours of offers is changed:	🛛 No	☐ Yes, to:		CST/CDT

This document shall serve as official notice of <sup>2</sup>Clarification or <sup>3</sup>Amendment to the Solicitation identified above. Such notice is being provided to all vendors to which the original solicitation was sent. When a change(s) made to the solicitation materially impact a priced offer by vendors, vendors are to ensure that priced offer is accurate and reflects a change(s) identified in the amendment.

#### **ISSUED BY:**

	Paul Proctor		
Grand River Dam Authority	Contracting and Acquisitions Agent		
Purchasing Unit	918-500-0198		
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#### **Description of Amendment or Clarification:**

a. This is to incorporate the following (this box expands based on size of text):

Section 6 of the "Consent to Mandatory Contract Terms" has been amended to remove the on location/brick-and-mortar store as a requirement for bidding.

The store or onsite truck/trailer is still highly preferred as an option for GRDA employees, but vendors who are unable to meet this demand will still be considered for award during the evaluation process.

Please see the updated page of the RFQ packet below.

b. All other terms and conditions remain unchanged.

- 1. Solicitation means a request or invitation by GRDA for a vendor to submit a priced offer to sell acquisitions to GRDA. A solicitation may be a Request for Quote (RFQ), an Invitation to Bid (ITB), or a Request for Proposal (RFP).
- 2. Clarification to a solicitation means an additional explanation of all or part of a solicitation that does not change, alter, or supplement the solicitation.
- 3. An amendment to a solicitation means a written change, addition, correction, or revision to a solicitation.



### **CONSENT TO MANDATORY CONTRACT TERMS**

## Bidder agrees that it will comply with and be bound by the following terms with respect to any rental equipment supplied to GRDA under this RFQ:

1. <u>Enforceability and Order of Interpretation</u>. These contractual terms are binding and enforceable upon any transaction arising from or related to this RFQ. By submitting a Bid, the Bidder agrees to be bound by these terms with respect to any such transaction. These terms cannot be amended absent the signed, written consent of both parties. For GRDA, no such amendment may occur absent the signed, written consent of the CEO or COO. No language in any purchase order or rental contract will amend these terms. In the event of any conflict between these terms and any other terms arising from or related to this RFP, these terms will control.

2. <u>Delivery Requirements.</u> GRDA will have the option to pick-up product at the vendor's location, or have the equipment delivered to a GRDA location of GRDA's choosing.

3. <u>Invoice/Receipt Requirements.</u> Vendor to provide a copy of the signed itemized invoice/receipt to GRDA that will include date of order, description of item ordered, manufacturer's model and part number, quantity ordered and quantity shipped, price of each item, total of order and balance due (including all additional fees), employee's name & anticipated delivery date. Vendor to provide a receiving document including the employee authorization signature; and ordering summary reports as requested (showing GRDA employee ordering summaries for review). Invoices/Receipts must be sent to GRDA within 48 hours of the date of purchase, including credit receipts if applicable.

4. <u>Tax Exemption</u>. GRDA is Oklahoma state agency and is exempt from all state taxes. It is the vendor's responsibility to remove all tax charges on purchases.

5. <u>Declining Balance (DB) Card Requirements.</u> GRDA employees will be purchasing approved products from a declining balance card. It is the vendor's responsibility to not spend over a GRDA employee's declining balance card limit. GRDA employee will be responsible to pay for any overages on the card (with applicable taxes).

6. <u>On Location Details.</u> While not required, it is GRDA's preference for vendor(s) to provide a brick-and-mortar store in the Mid-American Industrial Park; or a truck/trailer to visit GRDA facilities (including the Grand River Energy Center in Chouteau, OK; the Transmission Headquarters in the Mid-America Industrial Park in Pryor, OK); during predesignated & regularly occurring days and times to provide fitting, ordering, and services in support of this program. Vendor will not use fittings as an opportunity to sell or market additional services or products.

We deliver affordable, reliable ELECTRICITY, with a focus on EFFICIENCY and a commitment to ENVIRONMENTAL STEWARDSHIP.

We are dedicated to ECONOMIC DEVELOPMENT, providing resources and supporting economic growth.

Our EMPLOYEES are our greatest asset in meeting our mission to be an Oklahoma Agency of Excellence.



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