



# Amendment of Solicitation

**Date of Issuance:** December 13, 2019

**Solicitation No.** 0900000411

**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:

- (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:**

OMES – Central Purchasing  
5005 N Lincoln Blvd, Ste. 300  
Oklahoma City, OK 73105

Carol Williams-Downing  
Contracting Officer

405 - 522 - 0432  
Phone Number

or

**Personal or Common Carrier Delivery:**

OMES – Central Purchasing  
5005 N Lincoln Blvd, Ste. 300  
Oklahoma City, OK 73105

[Carol.williamsdowning@omes.ok.gov](mailto:Carol.williamsdowning@omes.ok.gov)  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

SECTION A – AMEND SOLICITATION

Please note the closing date has been extended to January 6, 2020

SECTION C – ANSWER TO QUESTION

Suppliers 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 in bold type, and the answers are numbered and in red type.

**QUESTION #1-** The RFP states “Companies that have already been awarded contracts do not need to respond to this solicitation. The previous solicitation number was 0900000216. OMES wishes to add suppliers to the current list.” We responded to and were awarded a multi-year contract for RFP #0900000281. Do we need to respond?

**ANSWER #1 - No**

SECTION A – ANSWER TO QUESTIONS

**QUESTION #2 - A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

Are you saying here that if Title 1 funds are used you can give the software to any other public school in the state without paying for it?

**ANSWER #2 –Yes, This term is for customized or developed software, does not apply to this contact. .**

**QUESTION #3 -** If the software is "off the shelf" meaning there is no customization and the software is not written exclusively for the state does this apply?

**A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all **source data**, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

**ANSWER #3 – This term is for customized or developed software, does not apply to the contract.**

b. All other terms and conditions remain unchanged.

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

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