**ATTACHMENT A**

**SOLICITATION NO. 0900000501**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract on behalf of The Office of Management and Enterprise Services (OMES) for a mandatory statewide contract for Adobe products and services for all Oklahoma State agencies and interlocal entities including common education to establish statewide pricing level/band or discount levels for Adobe software.

The State of Oklahoma’s objectives are to reduce current expenses with price protected offers while optimizing services to participating agencies and Interlocal Entities. In addition, the State is seeking the highest level of Customer Service.

**1.** **Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2.** **Certain Contract requirements and terms are set forth below as Exhibit 1.**

Exhibit 1

Scope of Work

**Mandatory Requirements**

**2.1** Supplier must be able to provide the full catalog of products that are available to OMES customers through the publisher’s volume license programs.

**2.2 Certification**: Supplier must be certified to sell Adobe products and must provide its assigned certification level for Adobe products. The supplier must maintain the certification through the duration of the contract.

**2.3 Performance and Escalation**: The supplier shall meet customer service expectations, including but not limited to dedicated representation and timely response, problem escalation, providing service level performance standards, etc.

**2.4 Renewal Process**: Supplier must have a renewal process.

**2.5 License Tracking**: Supplier must provide a comprehensive system for license tracking and inventory management of license product purchases, including but not limited to, accurate record keeping for product purchases, tracking maintenance renewals/due dates, etc.

**2.6 Reporting**: Supplier must provide reporting, including but not limited to, standard and online reports for individual customers, custom or ad-hoc reports as requested by individual customers, etc.

**2.7 Cost Savings**: The Supplier shall be a liaison with the software Publisher and work in the best interest of the state and its customers to leverage volume or enterprise license agreements and maximize cost savings through better pricing, publisher’s promotions or other savings opportunities.

**2.8** **Current Agreements**: The Supplier must honor existing/current customer agreements and OMES Customer may have that contain remaining payment terms at equal to or better pricing. Price escalation for existing customer agreements will not be allowed. If more advantageous pricing is provided during the existing term of a customer agreement, the Bidder shall extend the reduced pricing to all OMES Customers.

**Non-Mandatory Requirements**

**2.9** **Value Added Services**: Supplier may provide value-add services that include but are not limited to product installation, maintenance and support, managed services, professional services and product training.

**2.10** **Management Services**: In addition to the Value Added services OMES directly associated with the sales of software, such as related maintenance and support agreements for new and previously purchased software, the Supplier may provide, at no additional cost, management services to include, but not be limited to, providing price quotes, tracking licenses (new and existing), management of licenses, monitoring volume levels and opportunities for cost savings, training, installation/de-installation/implementation support, and software advisement to OMES and/or OMES Customers. If these services are provided Supplier shall provide, at no additional cost, assistive and support services regarding the software that is representative of the State’s interest and best value.