



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 8

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1691683

Procurement Type: Central Master Agreement

Vendor ID: VS0000005742

Legal Name: vCloud Tech Inc

Alias/DBA:

Total Bid: \$286,201.69

Response Date: 05/30/2025

Response Time: 16:01

Responded By User ID: VCLOUD111

First Name: Muhammad

Last Name: Khan

Email: vcloud@vcloudtech.com

Phone: 833-482-5683

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000002

Published Date: 5/20/25

Close Date: 6/3/25

Close Time: 13:30

Status: Closed

Solicitation Description: ADOBE PRODUCTS OR EQUAL

Total of Header Attachments: 8

Total of All Attachments: 8



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1691683
Solicitation Description: ADOBE PRODUCTS OR EQUAL
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-06-03 13:30	SR 0511 ESR05302500000007381	1

VENDOR
VS0000005742
vCloud Tech Inc

Solicitation Number: CRFQ 0511 MIS2500000002
Total Bid: 288201.6900000000023283064365 **Response Date:** 2025-05-30 **Response Time:** 16:01:41
Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Full Adobe Suite Creative Cloud/All apps	1.00000	EA	1098.710000	1098.71

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Adobe Acrobat Pro DC	265.00000	EA	148.170000	39265.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Adobe Acrobat Pro DC, or equal, 1 year subscription.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ADOBE Photoshop Creative Cloud for Multiple Platforms	17.00000	EA	492.720000	8376.24

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Adobe InDesign	6.00000	EA	492.720000	2956.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Adobe InDesign, or equal, 1 year subscription.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Full Adobe Suite Creative Cloud/All apps-Renewal Year 1	1.00000	EA	1318.450000	1318.45

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 1.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Adobe Acrobat Pro DC-Renewal Year 1	265.00000	EA	177.800000	47117.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR1	17.00000	EA	591.260000	10051.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 1.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Adobe InDesign-Renewal Year 1	6.00000	EA	591.260000	3547.56

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Adobe InDesign, or equal, 1 year subscription Renewal year 1.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Full Adobe Suite Creative Cloud/All apps-Renewal Year 2	1.00000	EA	1648.050000	1648.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 2.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Adobe Acrobat Pro DC-Renewal Year 2	265.00000	EA	222.250000	58896.25

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 2.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR2	17.00000	EA	739.070000	12564.19

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 2.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Adobe InDesign-Renewal Year 2	6.00000	EA	739.070000	4434.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 2.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Full Adobe Suite Creative Cloud/All apps-Renewal Year 3	1.00000	EA	2060.060000	2060.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 3.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Adobe Acrobat Pro DC-Renewal Year 3	265.00000	EA	277.810000	73619.65

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 3.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR3	17.00000	EA	923.840000	15705.28

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 3.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Adobe InDesign-Renewal Year 3	6.00000	EA	923.840000	5543.04

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Optional renewal pricing is subject to change and has not been finalized.
Tand C may apply
LGA Enrollment Required w/ Purchase
Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:
1. The LGA Terms
2. Language that placing an order indicates End Users acceptance of the LGA Terms

Extended Description:
Adobe InDesign, or equal, 1 year subscription. Renewal year 3.



(833) 482-5683



Sales@vcloudtech.com

609 Deep Valley Drive Suite 200,
Rolling Hills Estates, CA 90274

To: Toby Welch
State of West Virginia
1900 Kanawha Blvd E Bldg 5, 10th Floor
Charleston, WV 25305 USA

Email: Toby.L.Welch@wv.gov

Phone: (304) 558-9966

From: vCloud Tech Inc.
Harry King
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274

Email: hking@vcloudtech.com

Phone: (833) 482-5683 Ext 701

Terms FTIN: 46-3104792
Payment Terms: Net 30
Cage Code: 77T86
DUNS No: 079508688
Contract Name: Open Market
Contract No: OM
Credit Cards: VISA/MASTER
Credit Card Fees May Apply
Sales Tax May Apply

Quote No: H26345-0
Quote Date: 5/29/2025
Quote Expiry: 6/15/2025
RFQ:
Shipping: -
Total Price: \$ 51,696.32

Line No.	Part #	Description	Qty	Unit Price	Extended
1	210-3282-L6-10BC06E12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310110BC06E12	1	\$ 1,098.71	\$ 1,098.71
2	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65324113BC06A12	265	\$ 148.17	\$ 39,265.05
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309771BC06E12	17	\$ 492.72	\$ 8,376.24
4	210-3211-L6-30BC06E12	Adobe InDesign - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309730BC06E12	6	\$ 492.72	\$ 2,956.32
				Subtotal	\$ 51,696.32
				Sales Tax	\$ -
				Total	\$ 51,696.32

Renewal year 1

Line No.	Part #	Description	Qty	Unit Price		Extended
1	210-3282-L6-10BC06E12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310110BC06E12	1	\$	1,318.45	\$ 1,318.45
2	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65324113BC06A12	265	\$	177.80	\$ 47,117.00
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309771BC06E12	17	\$	591.26	\$ 10,051.42
4	210-3211-L6-30BC06E12	Adobe InDesign - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309730BC06E12	6	\$	591.26	\$ 3,547.56
				Subtotal	\$	62,034.43
				Sales Tax	\$	-
				Total	\$	62,034.43

Renewal Year 2

Line No.	Part #	Description	Qty	Unit Price		Extended
1	210-3282-L6-10BC06E12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310110BC06E12	1	\$	1,648.05	\$ 1,648.05
2	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65324113BC06A12	265	\$	222.25	\$ 58,896.25
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309771BC06E12	17	\$	739.07	\$ 12,564.19
4	210-3211-L6-30BC06E12	Adobe InDesign - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309730BC06E12	6	\$	739.07	\$ 4,434.42
				Subtotal	\$	77,542.91
				Sales Tax	\$	-
				Total	\$	77,542.91

Renewal Year 3

Line No.	Part #	Description	Qty	Unit Price		Extended
1	210-3282-L6-10BC06E12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310110BC06E12	1	\$	2,060.06	\$ 2,060.06
2	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65324113BC06A12	265	\$	277.81	\$ 73,619.65
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309771BC06E12	17	\$	923.84	\$ 15,705.28
4	210-3211-L6-30BC06E12	Adobe InDesign - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309730BC06E12	6	\$	923.84	\$ 5,543.04
				Subtotal	\$	96,928.03
				Sales Tax	\$	-
				Total	\$	288,201.69

Optional renewal pricing is subject to change and has not been finalized.

Tand C may apply

LGA Enrollment Required w/ Purchase

Carahsoft requires that the Reseller attaches the following to any quote that includes LGA offerings:

1. The LGA Terms
2. Language that placing an order indicates End User's acceptance of the LGA Terms

Pricing, terms, and conditions are subject to Adobe approval For Carahsoft to process a purchase order related to this price quotation, Reseller is required to be an authorized Adobe Partner. Carahsoft will work with Reseller to obtain necessary approvals where applicable. All use of the Products and Services (including On-demand Services, Managed Services and On-premise Software) specified above (and applicable License Metrics) shall be governed by the Adobe Enterprise Licensing Terms in effect on the day the order is placed by the Customer which consist of the General Terms, and the applicable Product Specific Licensing Terms ("PSLT"s) which are available at www.adobe.com/legal/terms/enterprise-licensing.html (collectively "Licensing Terms"). Support terms ("Support Terms") can be found on Adobe's website at http://www.adobe.com/support/programs/policies/terms_customer.html. Product descriptions (and applicable License Metrics) (collectively, ("Product Descriptions") for the Products and Services are published by Adobe on <https://helpx.adobe.com/legal/product-descriptions.html>. The Licensing Terms, Support Terms and Product Descriptions are collectively referred to as "Terms".

Reseller agrees to pass through the links to the Terms set forth above to Customer in addition to any supplemental terms and conditions, including but not limited to the Adobe 'Attachment A', if contained within this quote, and to gain Customer's acceptance of such Terms by Customer including the reference to such terms in its contract or order with Reseller. Reseller shall ensure compliance before placing an order with Carahsoft.

For all transactions containing Adobe supplemental terms and conditions, including but not limited to Attachment A, Reseller is required to provide
CONFIDENTIAL

Carahsoft, on or before placing an order with Carahsoft, all necessary redacted contract documentation to verify the required terms have been appropriately made binding on the Customer. This includes any unique License Metric or other Licensing Terms modifications expressly authorized and approved by Adobe. For all other transactions, Reseller will provide all necessary redacted contract documentation promptly upon request by Carahsoft.

TC may apply

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: May 20, 2025 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ MIS2500000002

BID OPENING DATE: June 3, 2025

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: June 3, 2025 at 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

EXHIBIT A

LARGE GOVERNMENT AGENCIES PROGRAM AGREEMENT

LARGE GOVERNMENT AGENCIES PROGRAM (“LGA,” or “Program”) Agreement (“**Agreement**”) sets forth the terms governing your Products in the Program. The Agreement is effective as of the date Member places its first LGA Product order. This Agreement is entered into by and between Adobe and the organization identified in on-line enrollment to become a Member. “**Adobe**” shall mean Adobe Inc., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704. Member shall license all software, services, and offerings available under the Program (collectively “**Product**”) to be installed and used within the United States (including United States territories and military bases wherever located) or Canada, as applicable, from Adobe. This Agreement is effective when Member’s partner places an order with Adobe under this Agreement.

1. Program Description.

1.1 *General and Program Term.* The LGA Program is a flexible licensing program designed to allow Government Entities to manage and deploy Product licenses purchased through the Program. The LGA Program is a membership program based on an annual product renewal period as further defined in Section 3.4 of this Agreement. LGA is a special Adobe Buying Program just for large Government Entities that initially license at least 100 Products. Member is required to accept these LGA Terms online in order to gain access to the Admin Console. Once the organization accepts these terms and enrolls in a membership through the LGA online user interface, the organization will be a member of the Program (“**Member**”) until the earliest of when (i) Adobe terminates the Program, or (ii) this Agreement is terminated by either Adobe or Member. If Member is already an existing LGA Member, these terms supersede and replace Member’s prior LGA Agreement. This LGA Agreement governs all of Member’s LGA Products.

1.2 *Government Entity.* An LGA Member must be a Government Entity. Government Entity means: (a) a federal, central, or national agency, department, commission, board, office, council, entity, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, state or provincial governmental agency, department, commission, board, office, council, entity, or authority, or any other agency in the executive, legislative, or judicial branch of state, provincial or local government that is created by the constitution or a statute of the governing state or province, including the district, regional, and state or provincial administrative offices; (c) a public agency or organization created and/or funded by federal, state, provincial or local governments and authorized to conduct the business of governing or supporting citizens, businesses, or other governmental entities; or (d) Canadian Crown corporations. For the avoidance of doubt, the following entities are not Government Entities: private “for profit” companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S. Government Entity pursuant to FAR Part 51 or Canadian equivalent authorization. Member represents to Adobe that it is a Government Entity. Adobe reserves the right to terminate LGA memberships if Member is not a Government Entity.

1.3 *VIP Marketplace Program Guide.* Member’s participation is also subject to the terms of the VIP Marketplace Program Guide, which may be updated from time to time and is available at www.adobe.com/go/vip_program_guide_en (“**Program Guide**”). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion. References to Adobe’s VIP program in the Program Guide will include and apply to LGA unless there is a conflict in the LGA Program, in which case LGA terms will control.

1.4 *TOU.* The access and use of the Products is governed by the Adobe General Terms of Use available at <https://www.adobe.com/legal/terms.html> (the “**TOU**”). The TOU is hereby incorporated by reference. In the event of inconsistency between the terms of this Agreement and the terms of the TOU, the terms of this Agreement shall control.

1.5 *LGA Program Products.* LGA is designed to offer Adobe’s enterprise Products to Government Entities. Adobe non-enterprise Products may be available in the Admin Console, however, LGA Members may not order or use such Products. For a complete list of Products available through the LGA Program, Member may contact its Account Manager. All Products purchased through the Program are solely for use within Member’s own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1

and/or the Program Guide, if applicable. Most Products are Subscription Products, however, certain offerings may be available for license by purchasing Consumables or Term Licenses, as described in the Offering section of the Program Guide.

2. Participation.

2.1 Adobe ID and VIP ID. An Adobe ID will be required by Member's initial administrator in order to enroll in the Program. In the event of inconsistency between the terms of this Agreement and the terms required when signing up for an Adobe ID, such inconsistency will be resolved in favor of this LGA Agreement. Upon completion of the LGA enrollment process, each Agreement will be assigned a VIP ID which must be referenced on all LGA orders. Member is responsible for acts or omissions of anyone who obtains access to and use of the Products through Member. Member must deploy type 2 or type 3 IDs. For more information see https://www.adobe.com/go/setup_identity.

2.2 Admin Console. The Program administration user interface is the "Admin Console." The individual initially accepting the online LGA Terms on behalf of Member will be assigned as the Contract Owner and such individual is authorized by Member to accept such terms. The Contract Owner can add system administrator(s) (each an "Administrator"). The Contract Owner and any Administrator will be provided access to the Admin Console where they will have the ability to access the Product, manage their licenses, and view their account information. The Admin Console will allow the Administrator to invite additional users within their organization to gain access to the Admin Console. Member authorizes any Administrator or Contract Owner to act on Member's behalf, including accepting the terms of the Agreement.

2.3 Confidentiality. Member shall treat VIP ID as confidential and proprietary information, subject to any freedom of information laws and regulations or other laws requiring the protection of contractor confidential information and thus not share or disclose such information.

3. Ordering, Pricing, and Fulfillment.

3.1 Ordering; Pricing; LGA Level. Member shall place Product orders with their Account Manager within seven days after the Purchase Authorization Date, with payment being calculated from the Purchase Authorization Date. Purchase Authorization Date means the date the Purchase Authorization is created, or if no Purchase Authorization is created, then the date of order. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is direct with Adobe. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager. Member's initial LGA level is based on the number of initial licenses Member purchases. Member's order will fail if Member does not purchase the minimum number of licenses required for Member's LGA level within 15 days after Member's initial order or Anniversary Date. Subsequent year LGA levels will be set as described for Select levels in the VIP Marketplace Program Guide. LGA Members may not participate in the VIP Marketplace three-year commit amendment. A VIP Marketplace three-year commit amendment applies only for the standard Adobe VIP Marketplace Program, and any acceptance of the standard VIP Marketplace three-year commit is void for an LGA customer.

3.2 Access and Admin Console. Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Admin Console. Member will have seven days from the Purchase Authorization Date to place a corresponding order. A Purchase Authorization may be created when Member adds Products through the Admin Console.

3.3 Over-deployment. If the number of Products ordered is less than the actual number of Products deployed after the seven-day period referenced in Section 3.2, then Member will no longer be able to deploy additional Products until payment is made for all outstanding deployments. Member may manage the number of Products deployed in the Admin Console.

3.4 Agreement Anniversary Date, License Term, and Renewals.

3.4.1 Anniversary Date. The Anniversary Date means the date by which licenses must be renewed. Member's Anniversary Date is the day 12 months after either Adobe accepts Member's initial order or, if earlier, Member's initial Purchase Authorization Date. See Program Guide for additional license term options.

3.4.2 License Term. The License Term means the period that a Member may use Products and includes the initial License Term and any renewal License Terms. The initial License Term means the period that begins on Member's first Purchase Authorization Date and ends the day prior to the Anniversary Date. If Member renews, then a renewal License Term will begin on the Anniversary Date and continue until the day prior to the next Anniversary

Date. Use of Products and any related services co-terminates on the last day of the License Term. Most Consumables must be used within a single License Term, and any such unused Consumables will expire on the last day of the License Term. Additional information may be found in the Program Guide.

3.4.3 License Renewals. Adobe will use reasonable efforts, including by email, to notify Member, approximately 30 days prior to any License Term end date. Member must renew licenses prior to the Anniversary Date in order to ensure uninterrupted use of Product. Renewal orders may be placed before the Anniversary Date; however, early renewal does not change the Anniversary Date.

3.5 Upgrade Protection. Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the Program as long as the Product license is paid and active at the time Adobe makes the new version of the subscription Product commercially available. In contrast, Term Licenses do not include Product updates or upgrades.

3.6 Returns. Without limiting any rights that a Member may have under any applicable procurement laws or regulations governing government contracts with Member, once a Product is installed or accessed, Member cannot return it. If Member requests a return prior to installation, Member must return the entire order. Member must request the return of Products purchased under the Agreement through Member's Account Manager. Subject to any applicable warranty rights, return requests must be made to Member's Account Manager within 14 days after Member's original Product order date. Adobe must approve all return requests before any return is valid, as further described in the Program Guide. Also, if Member does not purchase the required number of licenses for Member's LGA level within 15 days after Member's initial order or Anniversary Date, as applicable, then Adobe may return any licenses.

4. Miscellaneous.

4.1 Transfer of License. The TOU does not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement. In limited circumstances, Adobe may permit the transfer of Product licenses under this Agreement in its sole and exclusive discretion. Such requests should be directed to Adobe Customer Service including a description of the reason for the proposed transfer and the contact information of the transferee. Additional information may be found in the Program Guide. For clarity, all offerings are licensed, not sold.

4.2 License Compliance. Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on 30 days written notice, subject to facility access requirements as set forth by Member. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within 30 days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall either purchase the necessary licenses within 30 days after being so notified or immediately discontinue usage and compensate Adobe for fair usage of such licenses in accordance with applicable government contract law and regulation. This Section 4.2 shall survive termination of the Agreement for a period of two years.

4.3 Use of Information. Adobe may use information about Member, including name and contact information, for fulfilling obligations under the Agreement, as set out in the TOU. For more information, please see the Adobe Privacy Center (adobe.com/privacy).

4.4 Standing. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If Member is an entity of the United States Federal Government, Member agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 ("Disputes Act").

4.5 General. The parties are independent contracting entities, and this Agreement will not be construed to imply that either party is the agent or venturer of the other. Subject to applicable law and regulation, Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe and any

prohibited assignment is null and void. Subject to applicable law and regulation, Adobe may assign or novate this Agreement. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. No modification will be valid or binding unless in writing. This Agreement (including the Program Guide, applicable TOUs, and any on-line enrollment information, if applicable) represents the entire agreement between the parties on the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect. This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language shall not be binding and shall have no effect. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

4.6 Services. The Product may integrate with a variety of services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: www.adobe.com/go/integratedservices. If Member wants to prevent viewing of or access to user-generated content services it may (i) disable service access in the Creative Cloud Packager, where that functionality is made available, or (ii) block access to the services via its network firewall. Services are not, under any circumstances, available to users under the age of 13. Adobe disclaims liability for all user-generated content available via the services. Member is responsible for determining whether use of the services complies with applicable laws in Member's jurisdiction. Member is not entitled to a refund and Adobe is not liable (i) if access to the Products is slowed or blocked as a result of government or service provider action, or (ii) if Adobe reasonably deems it necessary to block access to some or all of the services.

5. Additional Terms for LGA

5.1 For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government entity is subject to similar requirements, such entities shall not deploy any Product unless funds are available to pay for such orders.

5.2 Termination. This Agreement may be terminated by a United States federal government Member pursuant to the applicable procedures under FAR part 49 and applicable procedures under FAR 52.212-4, FAR 52.249-1 (Termination for Convenience of the Government). This Agreement may be terminated for convenience by a Canadian federal government Member only to the extent such right is required by law. If the Member materially breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, the relevant law and regulations regarding government breach shall apply and Adobe may immediately terminate this Agreement, upon written notice. If this Agreement terminates, then Member's organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member's Account Manager any media containing the Products as well as any related materials. By written notice, Adobe may terminate this Agreement effective on Member's next Anniversary Date.

5.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Products and Services): The Products provided under this Agreement are "Commercial Product(s) or Commercial Service(s)" as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Products and Services and (b) with only those rights as are granted to all other end

users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

5.4 LGA TOU amendments. The following clauses in the TOU are revised as follows:

5.4.1 TOU Section 1.1— For US and Canadian Federal Government Entity Members, this Agreement is governed by the laws of the United States and Canada, respectively. For US and Canadian state, provincial and local Government Entity Members, this Agreement is governed by the laws of the state or province in which your Government Entity is domiciled, except concerning conflicts of laws.

5.4.2 TOU Section 1.3 - For New York State and Local Government Entity Members purchasing under the New York Office of General Services Information Technology Umbrella Contract, which can be found at <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>, the language contained in Section 1.3 TOU of this Agreement is deleted and replaced with the following: “Any orders for Adobe Products and Services issued through the VIP Program for Large Government Agencies pursuant to the State of New York Office of General Services Information Technology Umbrella Contract Manufacturer based Agreement, Group 73600 – Award 22802, Adobe Agreement Number 00912334 (“IT Umbrella Contract”) will be governed by the terms of the IT Umbrella Contract and the terms of the IT Umbrella Contract will control in the event of a conflict with Adobe’s Terms of Use, which are available at <https://www.adobe.com/legal/terms.html>, except as set forth in the IT Umbrella Contract Variances Exhibit to this Agreement, which can be found at https://www.adobe.com/content/dam/cc/en/legal/servicetou/Exhibit-AdobeVariancesforNewYork_OGSCContract_20240425.pdf.”

5.4.3 TOU Section 8.2 (Indemnification) shall begin with “To the extent permitted by applicable law,”

5.4.4 TOU Section 14.1 (Notice of Claim and Required Information Dispute Resolution Process)—the third sentence regarding arbitration is deleted.

5.4.5 TOU Section 14.3 (Arbitration Rules) is deleted.

5.5 Adobe is not entering into a direct purchasing relationship with Member for the Products. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).

5.6 Adobe will provide support services for the Products as described at http://www.adobe.com/go/supportpolicies_terms.

5.7 By placing an order with Reseller for Products through LGA, Customer will be deemed to have accepted the terms of this LGA Agreement.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1691683			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: ADOBE PRODUCTS OR EQUAL			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-20	2025-06-03 13:30	CRFQ 0511 MIS2500000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates

State : California **Country :** USA **Zip :** 90274

Principal Contact :

Vendor Contact Phone: 833-482-5683 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X *Muhammad Khan* **FEIN#** 46-3104792 **DATE** 05/29/2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ADOBE PRODUCTS OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Full Adobe Suite Creative Cloud/All apps	1.00000	EA	\$ 1,098.71	\$ 1,098.71

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC	265.00000	EA	\$ 148.17	\$ 39,265.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADOBE Photoshop Creative Cloud for Multiple Platforms	17.00000	EA	\$ 492.72	\$ 8,376.24

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe InDesign	6.00000	EA	\$ 492.72	\$ 2,956.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Full Adobe Suite Creative Cloud/All apps-Renewal Year 1	1.00000	EA	\$ 1,318.45	\$ 1,318.45

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 1.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Acrobat Pro DC-Renewal Year 1	265.00000	EA	\$ 177.80	\$ 47,117.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR1	17.00000	EA	\$ 591.26	\$ 10,051.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 1.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe InDesign-Renewal Year 1	6.00000	EA	\$ 591.26	\$ 3,547.56

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription Renewal year 1.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Full Adobe Suite Creative Cloud/All apps-Renewal Year 2	1.00000	EA	\$ 1,648.05	\$ 1,648.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Acrobat Pro DC-Renewal Year 2	265.00000	EA	\$ 222.25	\$ 58,896.25

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR2	17.00000	EA	\$ 739.07	\$ 12,564.19

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Adobe InDesign-Renewal Year 2	6.00000	EA	\$ 739.07	\$ 4,434.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Full Adobe Suite Creative Cloud/All apps-Renewal Year 3	1.00000	EA	\$ 2,060.06	\$ 2,060.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Adobe Acrobat Pro DC-Renewal Year 3	265.00000	EA	\$ 277.81	\$ 73,619.65

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR3	17.00000	EA	\$ 923.84	\$ 15,705.28

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
 ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Adobe InDesign-Renewal Year 3	6.00000	EA	\$ 923.84	\$ 5,543.04

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
 Adobe InDesign, or equal, 1 year subscription. Renewal year 3.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-20

	Document Phase	Document Description	Page 10
MIS2500000002	Final	ADOBE PRODUCTS OR EQUAL	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1691683			Reason for Modification:
Doc Description: ADOBE PRODUCTS OR EQUAL			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-14	2025-06-03 13:30	CRFQ 0511 MIS2500000002	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates

State : California

Country : USA

Zip : 90274

Principal Contact :

Vendor Contact Phone: 833-482-5683

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X *Muhammad Khan* **FEIN#** 46-3104792 **DATE** 05/30/2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ADOBE PRODUCTS OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Full Adobe Suite Creative Cloud/All apps	1.00000	EA	\$ 1,098.71	\$ 1,098.71

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC	265.00000	EA	\$ 148.17	\$ 39,265.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADOBE Photoshop Creative Cloud for Multiple Platforms	17.00000	EA	\$ 492.72	\$ 8,376.24

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe InDesign	6.00000	EA	\$ 492.72	\$ 2,956.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Full Adobe Suite Creative Cloud/All apps-Renewal Year 1	1.00000	EA	\$ 1,318.45	\$ 1,318.45

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Acrobat Pro DC-Renewal Year 1	265.00000	EA	\$ 177.80	\$ 47,117.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 1

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR1	17.00000	EA	\$ 591.26	\$ 10,051.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe InDesign-Renewal Year 1	6.00000	EA	\$ 591.26	\$ 3,547.56

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Full Adobe Suite Creative Cloud/All apps-Renewal Year 2	1.00000	EA	\$ 1,648.05	\$ 1,648.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Acrobat Pro DC-Renewal Year 2	265.00000	EA	\$ 222.25	\$ 58,896.25

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR2	17.00000	EA	\$ 739.07	\$ 12,564.19

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Adobe InDesign-Renewal Year 2	6.00000	EA	\$ 739.07	\$ 4,434.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Full Adobe Suite Creative Cloud/All apps-Renewal Year 3	1.00000	EA	\$ 2,060.06	\$ 2,060.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Adobe Acrobat Pro DC-Renewal Year 3	265.00000	EA	\$ 277.81	\$ 73,619.65

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR3	17.00000	EA	\$ 923.84	\$ 15,705.28

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
CHARLESTON WV				100 DEE DR			
US				CHARLESTON WV			
				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Adobe InDesign-Renewal Year 3	6.00000	EA	\$ 923.84	\$ 5,543.04

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
Adobe InDesign, or equal, 1 year subscription. Renewal year 3.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-20

	Document Phase	Document Description	Page 10
MIS2500000002	Final	ADOBE PRODUCTS OR EQUAL	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1691683

Doc Description: ADOBE PRODUCTS OR EQUAL

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-14	2025-06-03 13:30	CRFQ 0511 MIS2500000002	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates

State : California

Country : USA

Zip : 90274

Principal Contact :

Vendor Contact Phone: 833-482-5683

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X *Muhammad Khan*

FEIN# 46-3104792

DATE 05/30/2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ADOBE PRODUCTS OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO**SHIP TO**

HEALTH CARE AUTHORITY

100 DEE DR

CHARLESTON
US

WV

HEALTH CARE AUTHORITY /
HEALTH INFORMATION
NETWORK
100 DEE DRCHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Full Adobe Suite Creative Cloud/All apps	1.00000	EA	\$ 1,098.71	\$ 1,098.71

Comm Code**Manufacturer****Specification****Model #**

43230000

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.

INVOICE TO**SHIP TO**

HEALTH CARE AUTHORITY

100 DEE DR

CHARLESTON
US

WV

HEALTH CARE AUTHORITY /
HEALTH INFORMATION
NETWORK
100 DEE DRCHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC	265.00000	EA	\$ 148.17	\$ 39,265.05

Comm Code**Manufacturer****Specification****Model #**

43230000

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADOBE Photoshop Creative Cloud for Multiple Platforms	17.00000	EA	\$ 492.72	\$ 8,376.24

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe InDesign	6.00000	EA	\$ 492.72	\$ 2,956.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Full Adobe Suite Creative Cloud/All apps-Renewal Year 1	1.00000	EA	\$ 1,318.45	\$ 1,318.45

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Acrobat Pro DC-Renewal Year 1	265.00000	EA	\$ 177.80	\$ 47,117.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 1

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR1	17.00000	EA	\$ 591.26	\$ 10,051.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe InDesign-Renewal Year 1	6.00000	EA	\$ 591.26	\$ 3,547.56

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription Renewal year 1.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Full Adobe Suite Creative Cloud/All apps-Renewal Year 2	1.00000	EA	\$ 1,648.05	\$ 1,648.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Acrobat Pro DC-Renewal Year 2	265.00000	EA	\$ 222.25	\$ 58,896.25

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR2	17.00000	EA	\$ 739.07	\$ 12,564.19

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Adobe InDesign-Renewal Year 2	6.00000	EA	\$ 739.07	\$ 4,434.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 2.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Full Adobe Suite Creative Cloud/All apps- Renewal Year 3	1.00000	EA	\$ 2,060.06	\$ 2,060.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY / HEALTH INFORMATION NETWORK			
100 DEE DR				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Adobe Acrobat Pro DC-Renewal Year 3	265.00000	EA	\$ 277.81	\$ 73,619.65

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR3	17.00000	EA	\$ 923.84	\$ 15,705.28

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 3.

INVOICE TO				SHIP TO			
HEALTH CARE AUTHORITY				HEALTH CARE AUTHORITY /			
100 DEE DR				HEALTH INFORMATION			
				NETWORK			
				100 DEE DR			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Adobe InDesign-Renewal Year 3	6.00000	EA	\$ 923.84	\$ 5,543.04

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 3.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-20

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: May 20, 2025 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ MIS2500000002

BID OPENING DATE: June 3, 2025

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: June 3, 2025 at 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Muhammad Khan / CEO

(Address) 609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274

(Phone Number) / (Fax Number) 833-482-5683 / 323-978-6928

(email address) vcloud@vcloudtech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

vCloud Tech Inc.

(Company)

Muhammad Khan

(Signature of Authorized Representative)

Muhammad Khan / CEO

05/30/2025

(Printed Name and Title of Authorized Representative) (Date)

833-482-5683 / 323-978-6928

(Phone Number) (Fax Number)

vcloud@vcloudtech.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS2500000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

05/30/2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Departments of Health, Human Services, Health Facilities, and Office of Shared Administration (hereinafter Agency) to establish an open-end contract for multi-user Adobe, or equal, Software Licenses including Creative Cloud, InDesign, Acrobat Pro, and Photoshop Creative Cloud, or equal program software, maintenance and support.

The quantities could increase or decrease during the life of the contract due to the needs of the Agency. The Agency estimates the following quantities of licenses are currently in use, however, existing licenses will be added to the contract as they expire and are needed and not when the contract is initially awarded.

Full ADOBE Suite – 1 license
ADOBE Pro - 265 licenses
Creative Cloud – 17 licenses
InDesign – 6 licenses

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1- “Federal Funds Addendum”

NOTE: The Agency has developed an EEOP Utilization Report, and it is available at:
<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Licenses”** means Agency’s licenses to utilize ADOBE, or equal, software; products as listed below in Section 4.
- 2.2 “Pricing Page”** means the pages contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “VIP”** means value incentive plan.

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

- 3.1.** The vendor **must be authorized by Adobe, or equivalent product owner**, to resell their products and to provide software maintenance and support for the contract items, as applicable for the duration of the contract.

4. MANDATORY REQUIREMENTS:

- 4.1 Software Maintenance and Support:** Vendor must provide maintenance and support for the Licenses as follows.

4.1.1 Software Licenses and support

- 4.1.1.1.** The Vendor must provide both licenses and support. Currently, each unit within the Agency maintains its own ADOBE VIP# with a designated contact responsible for license assignment. Under the new contract, the Agency requests that all licenses and support be consolidated under a single VIP# (7333ECCE2AF81A78A04A) or equal, which will be managed by staff from the Office of Management Information Services (OMIS).
- 4.1.1.2.** The vendor must provide administrative tools and offer a tiered management service, enabling the Agency to manage licenses for different teams or departments and allow for multiple administrator ids under one master account (VIP or equal).
- 4.1.1.3.** All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms. Prior to each renewal year, the Vendor must provide the Agency with Adobe's, or equal, pricing list to ensure contract pricing is both feasible and competitive for the Agency.
- 4.1.1.4.** The vendor must provide a copy of any applicable maintenance and support agreements prior to the contract award for review and approval by the State of West Virginia. Submission of such terms or conditions after an award may cause contract cancellation. It is preferable to include applicable

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

agreements with the bid response to expedite the bid review and processing. The State reserves the right to reject any terms that conflict with the State Code and as such the vendor's bid may be disqualified.

- 4.1.1.5.** Vendor must provide new/additional licenses as requested by the Agency and co-term such additional licenses through the current contract term period with others, or another agreed upon end date based on the date of the purchase made via completed delivery order document. For example, if a new license is needed six months into the contract term, then the co-term of a new license would need to be apportioned and only be for six months. The goal is to keep all licenses on the same expiration cycle for Agency administration purposes.
- 4.1.1.6.** The Vendor shall prorate the new license(s) by dividing the contracted license rate by twelve months to obtain the rate for the remainder of the co-term period. Vendor must provide pro-rated pricing to the Agency in order for the Agency to create the delivery order for services.
- 4.1.2 Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.**

 - 4.1.2.1** Licenses must be covered by maintenance and support.
 - 4.1.2.2** This product bundle must include items for video editing, graphic design, layout tools, and PDF editing.
 - 4.1.2.3** Product shall include at a minimum, Adobe Acrobat Pro, Photoshop, InDesign, Illustrator, InCopy, and Dreamweaver, or equal.
- 4.1.3 Adobe Acrobat Pro DC, or equal, 1 year subscription.**

 - 4.1.3.1.** Licenses must be covered by maintenance and support.
 - 4.1.3.2.** Software shall have form creation, annotation and editing tools, and PDF sharing options.
 - 4.1.3.3.** Product must have full redaction tool capabilities, which sanitizes and removes all data, both hidden and visible.
- 4.1.4 Adobe Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription**

 - 4.1.4.1** Licenses must be covered by maintenance and support.

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

4.1.4.2 Software shall be able to edit and compose raster and vector images in multiple layers.

4.1.4.3 Software must support masks, alpha compositing, and several colors models including RGB, CMYK, CIELAB, spot color and duotone.

4.1.4.4 Software shall have filters and retouching tools.

4.1.5 Adobe InDesign, or equal, 1 year subscription.

4.1.5.1 Licenses must be covered by maintenance and support.

4.1.5.2 Software shall have the ability to create and edit page designs and layout arrangements.

4.1.5.3 Software shall have ability to open various file formats, such as indd, indl, indt, pmd, inx.

4.1.5.4 Software shall have multi-page layouts, typography controls, and integration with other Adobe apps.

4.1.6 Additional requirements

4.1.6.1 Software must work with Windows 10 and 11.

4.1.6.2 Vendor must provide customer and product support via chat, email, or live representative, between the hours of 8:00am to 5:00pm ET, Monday through Friday, excluding Federal Holidays.

4.1.6.3 Vendor must deliver licenses or activation instructions within 5 business days of receiving a delivery order from the Agency.

4.1.6.4 The Vendor must provide and apply all required software and security updates released by the manufacturer at no charge, and in accordance with the manufacturer's guidelines and by the timeframes in the table below:

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

Update Type	Deadline to Apply
Critical security patch	Within 24–72 hours
High-severity	Within 7–14 days
Moderate/Medium	Within 30–60 days
Low/Non-security	Within 60–90 days, or per manufacturer routine maintenance schedule

5. CONTRACT AWARD:

5.1 Contract Award: The Contract will be awarded to the Vendor meeting the required specifications for the lowest total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the cost per license and each license renewal year, which will provide an overall total bid. If vendor is bidding an or equal product, vendor must list part # and description in the wvOASIS comment section for each commodity line. Vendor must provide the full year cost for each license listed and each renewal year cost.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available.

6. PAYMENT: Agency shall pay the price per item, as shown on the Pricing Pages for all contracted items. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. FACILITIES ACCESS: In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

7.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

- 7.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 7.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 7.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 7.5 Vendor shall inform all staff of Agency's security protocol and procedures.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Muhammad Khan

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

Telephone Number: 833-482-5683

Fax Number: 323-978-6928

Email Address: vcloud@vcloudtech.com

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: vCloud Tech Inc.

Printed Name: Muhammad Khan

Title: CEO

Date: 05/30/2025

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

© 2021 Thomson Reuters. No claim to original U.S.
Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1691683

Doc Description: ADOBE PRODUCTS OR EQUAL

Reason for Modification:

ADDENDUM 1
TO PROVIDE ANSWERS TO
VENDOR QUESTIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-20	2025-06-03 13:30	CRFQ 0511 MIS2500000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates

State : California

Country : USA

Zip : 90274

Principal Contact :

Vendor Contact Phone: 833-482-5683

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X *Muhammad Khan*

FEIN# 46-3104792

DATE 05/30/2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ADOBE PRODUCTS OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
ONE DAVIS SQUARE, RM 211
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
321 CAPITOL ST, STE 200
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Full Adobe Suite Creative Cloud/All apps	1.00000	EA	\$ 1,098.71	\$ 1,098.71

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription.

INVOICE TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
ONE DAVIS SQUARE, RM 211
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
321 CAPITOL ST, STE 200
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC	265.00000	EA	\$ 148.17	\$ 39,265.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADOBE Photoshop Creative Cloud for Multiple Platforms	17.00000	EA	\$ 492.72	\$ 8,376.24

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe InDesign	6.00000	EA	\$ 492.72	\$ 2,956.32

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Full Adobe Suite Creative Cloud/All apps-Renewal Year 1	1.00000	EA	\$ 1,318.45	\$ 1,318.45

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 1.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Acrobat Pro DC-Renewal Year 1	265.00000	EA	\$ 177.80	\$ 47,117.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR1	17.00000	EA	\$ 591.26	\$ 10,051.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 1.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe InDesign-Renewal Year 1	6.00000	EA	\$ 591.26	\$ 3,547.56

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription Renewal year 1.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Full Adobe Suite Creative Cloud/All apps-Renewal Year 2	1.00000	EA	\$ 1,648.05	\$ 1,648.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Acrobat Pro DC-Renewal Year 2	265.00000	EA	\$ 222.25	\$ 58,896.25

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR2	17.00000	EA	\$ 739.07	\$ 12,564.19

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Adobe InDesign-Renewal Year 2	6.00000	EA	\$ 739.07	\$ 4,434.42

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 2.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Full Adobe Suite Creative Cloud/All apps-Renewal Year 3	1.00000	EA	\$ 2,060.06	\$ 2,060.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Full Adobe Suite Creative Cloud/All apps, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Adobe Acrobat Pro DC-Renewal Year 3	265.00000	EA	\$ 277.81	\$ 73,619.65

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe Acrobat Pro DC, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	ADOBE Photoshop Creative Cloud Multi Platform-Renewal YR3	17.00000	EA	\$ 923.84	\$ 15,705.28

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

ADOBE Photoshop Creative Cloud for Multiple Platforms, or equal, 1 year subscription. Renewal year 3.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Adobe InDesign-Renewal Year 3	6.00000	EA	\$ 923.84	\$ 5,543.04

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Adobe InDesign, or equal, 1 year subscription. Renewal year 3.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-20

SOLICITATION NUMBER: CRFQ MIS2500000002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ MIS2500000002

Vendor Questions and Agency Responses

ADOBE, or equal, Software Licenses

1. It appears their account may have been moved to another partner's Marketplace, so we're unable to quote their renewal. The only way I would be able to quote is if they created a new government LGA account. If this is what they want to do, let me know and I can send over a quote on a new LGA.

Agency Response: Under Adobe's Value Incentive Plan (VIP), the VIP Number is tied to the **organization (Agency)** and not an individual marketplace vendor. The Agency does not wish to switch to the new Adobe LGA program. Vendors shall refer to Section 4.1.1.1 of the solicitation specifications

2. Is the Health Care Authority wanting to have just one big agreement? Can you please provide me with the Adobe VIP agreement number that this needs to be quoted from?

Agency Response: Vendor shall review and refer to Section 4.1.1.1 of the solicitation specifications.

Document correction: The invoice and ship to locations (Health Care Authority) on the initial solicitation document are incorrect. This information has been corrected to reflect the office of "Management Information Services", who will be the administrator of the contract for the Departments of Health, Human Services and Health Facilities.

3. With reference to the subject line RFQ ID for Adobe Products or Equal, the vendor is requesting the end user's VIP Agreement Number, as it is required for the renewal request.

Agency Response: Vendor shall review and refer to Section 4.1.1.1 of the solicitation specifications.

4. I was wondering if you would providing me with adobe VIP number of notice NO: CRFQ-0511-MIS2500000002-1 -- ADOBE PRODUCTS OR EQUAL.

Agency Response: Vendor shall review and refer to Section 4.1.1.1 of the solicitation specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MIS2500000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

05/30/2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Adobe Inc.

345 Park Avenue
San Jose, CA 95110-2704
Phone 408 536 60000

February 28, 2025

vCloud Tech Inc
609 Deep Valley Drive Suite 200,
Rolling Hills Estates, CA 90274

Re: Confirmation of Gold Reseller status

Adobe sells its software licenses and products in North America through Adobe Authorized Resellers. Adobe confirms that as of the date of this letter, vCloud Tech Inc is a Gold partner of the Adobe Partner Connection Program with authorization to resell Adobe's TLP, CLP, and VIP programs to commercial, education, and government customers in North America (US and Canada).

A list of Adobe Authorized Resellers can be found on [Adobe.com](https://adobe.com) or by contacting your Adobe Channel Manager.

Sincerely,

Arnab Kumar Bose

Senior Program Manager – APC North America

Adobe Partner Connection Team, Channel Operations