



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 @ 1

[List View](#)

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1691683

Procurement Type: Central Master Agreement

Vendor ID: VS0000009379

Legal Name: Hypertec USA Inc

Alias/DBA:

Total Bid: \$72,681.35

Response Date: 06/03/2025

Response Time: 12:00

Responded By User ID: Hypertec1

First Name: Angela

Last Name: Marracino

Email: directbidsus@hypertec.com

Phone: 480-626-9000

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: 1

Total of All Attachments: 1



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 ESR06032500000007428	1

VENDOR
VS0000009379
Hypertec USA Inc

Solicitation Number: CRFQ 0511 MIS2500000002
Total Bid: 72681.35000000000582076609134 Response Date: 2025-06-03 Response Time: 12:00:02
Comments:

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

Vendor Signature X	FEIN#	DATE
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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	963.300000	963.30

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- providing net new on a renewal
Please see attached quote

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	235.340000	62365.10

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- providing net new on a renewal
Please see attached quote

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	406.650000	6913.05

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- providing net new on a renewal
Please see attached quote

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	406.650000	2439.90

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Only quoting 1 year- owned by another partner providing net new on a renewal
Please see attached quote

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



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: VS00000009379

Vendor Name : Hypertec USA, Inc.

Address : 1270 E. Broadway Rd Ste 101

Street :

City : Tempe

State : AZ

Country : USA

Zip : 85282

Principal Contact : Angela Marracino

Vendor Contact Phone: 866-787-0426

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 98-0511786

DATE 06/03/2025

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	\$963.30	\$963.30

Comm Code	Manufacturer	Specification	Model #
43230000	Adobe Creative Cloud for teams	All Apps Subscription New Annual 1 User	30002903CC04A12

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	\$235.34	\$62,365.10

Comm Code	Manufacturer	Specification	Model #
43230000	Adobe Acrobat Pro for teams	Subscription New Annual 1 User	30002133CC04A12

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	\$406.65	\$6,913.05

Comm Code	Manufacturer	Specification	Model #
43230000	Adobe Photoshop for teams Subscription New Annual 1 User		30002994CC04A12

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	\$406.65	\$2,439.90

Comm Code	Manufacturer	Specification	Model #
43230000	Adobe InDesign for teams Subscription New Annual 1 User		30002980CC04A12

Extended Description:

Adobe InDesign, or equal, 1 year subscription.

Quoting only 1 year
Please see attached quote

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		

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

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

Please see attached quote
only quote one year pricing
because there is no insight
as to if/when Adobe will alter pricing.

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		

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

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

Please see attached quote
only quote one year pricing
because there is no insight
as to if/when Adobe will alter pricing.

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		

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

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

Please see attached quote
only quote one year pricing
because there is no insight
as to if/when Adobe will alter pricing.

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		

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

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

Please see attached quote
only quote one year pricing
because there is no insight
as to if/when Adobe will alter pricing.

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		

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		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

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

Please see attached quote
only quote one year pricing
becausepl there is no insight
as to if/when Adobe will alter pricing.

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		

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		

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

Please see attached quote
only quote one year pricing
because there is no insight
as to if/when Adobe will alter pricing.



Hypertec Solutions Partner
1270 E. Broadway Rd, Suite 101
Tempe, Arizona 85282
United States
<http://www.hypertecsp.com/>
(P) 1-866-787-0426 (F) 480-626-9001

Customer Notes

Delivery 10-15 days ARO

Quotation (Open)

Date

May 30, 2025 03:48 PM MDT

Modified Date

May 30, 2025 04:15 PM MDT

Quote

87533 - rev 1 of 1

Description

Adobe New

SalesRep

SMB, SMB
(P) 866-787-0426

Customer Contact

Welch, Toby L
(P) 304-558-8802
toby.l.welch@wv.gov

Customer

State of West Virginia-Department of
Administration (SO17119)
Welch, Toby L
2019 Washington St E
Charleston, WV 25305
United States
(P) 301-558-8802

Bill To

State of West Virginia- HEALTH CARE AUTHORITY
Hustead, Crystal
100 DEE DR
Charleston, WV 25311
United States
(P) 301-558-8802
crystal.g.hustead@wv.gov

Ship To

State of West Virginia- HEALTH CARE AUTHORITY
Hustead, Crystal
100 DEE DR
Charleston, WV 25311
United States
(P) 301-558-8802
crystal.g.hustead@wv.gov

Shipping and Payment Info

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

Products

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Adobe Acrobat Pro for teams Subscription New Annual 1 User	30002133CC04A12	Yes	265	\$235.34	\$62,365.10
2		Adobe Photoshop for teams Subscription New Annual 1 User	30002994CC04A12	Yes	17	\$406.65	\$6,913.05
3		Adobe InDesign for teams Subscription New Annual 1 User	30002980CC04A12	Yes	6	\$406.65	\$2,439.90
4		Adobe Creative Cloud for teams All Apps Subscription New Annual 1 User	30002903CC04A12	Yes	1	\$963.30	\$963.30

Subtotal: \$72,681.35
Tax (7.0000%): \$5,087.69
Shipping: \$0.00
Total: \$77,769.04

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:

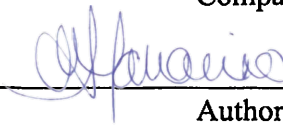
(Check the box next to each addendum received)

<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.

Hypertec USA Inc

Company



Authorized Signature

06/03/2025

Date

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

Revised 6/8/2012

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.

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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 hearth, 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) Angela Marracino- Contract Manager

(Address) 1270 E. Broadway Rd Ste 101 Tempe, AZ 85282

(Phone Number) / (Fax Number) 866-787-0426

(email address) directbidsus@hypertec.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.

Hypertec USA, Inc.

(Company)

(Signature of Authorized Representative)

Angela Marracino- Contract Manager

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

866-787-0426

(Phone Number) (Fax Number)

directbidsus@hypertec.com

(Email Address)

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: Angela Marracino

REQUEST FOR QUOTATION
CRFQ MIS2500000002
Adobe Software Licenses

Telephone Number: 866-787-0426

Fax Number: _____

Email Address: directbidsus@hypertec.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

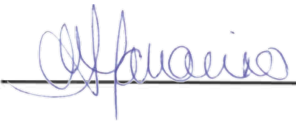
By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By:  _____

Printed Name: Angela Marracino _____

Title: Contract Manager _____

Date: 06/03/2025 _____

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

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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



345 Park Avenue, San Jose, CA
95110

05/16/2025

To: State of West Virginia ept of Administration
2019 Washington ST E
Charleston WV 25305

Adobe Inc. ("Adobe") authorization letter for Hypertec USA Inc - AM08062751 (Partner
name) incorporated in (Country) United States of Amer and having a place of business at
(address) 1270 E. Broadway Rd, unit 101
Tempe AZ 85282 ("Reseller")

Dear Sir/Madam,

Adobe sells its software licenses in the Territory through Adobe Authorized Resellers.
A list of Adobe Authorized Resellers can be found on
<https://adobedealreg.secure.force.com/PartnerSearch?lang=en>

Adobe has no objections to Reseller supplying the Adobe software products to Company,
provided that Reseller obtains such Adobe software products from an Adobe Authorized
Distributor, and such Adobe software products are commercially available and have not been
discontinued by Adobe at the time that an order for such Adobe software products is placed
with Adobe. Adobe further confirms that as of the date of this letter, Reseller is a Gold
Reseller in the Adobe Partner Connection Program in the Territory until 09/23/2025

Nothing in this letter shall be construed to mean that Reseller and/or Authorized Resellers are
agents of Adobe or have exclusive relationships with Adobe.

Optional: Yes

- Partner Specialization: Reseller has the authorization to sell to Commercial, Government and Educ
- Project /Tender Name: State of West Virginia Adobe
- BID Number: CRFQ 0511 MIS2500000002

Sincerely,

Arbab Kumar Bose
Electronically signed by: Arbab
Kumar Bose
Date: May 19, 2025 19:09
GMT+5.5

Adobe Partner Connection Team.

mich

E-signed 2025-05-16 02:26PM EDT
mfursman@hypertec.com



STATE OF WEST VIRGINIA
State Tax Department, Revenue Division
P. O. Box 2666
Charleston, WV 25330-2666



Earl Ray Tomblin, Governor

Mark W. Matkovich, Tax Commissioner

HYPERTEC USA INC
10601 N FRANK LLOYD WRIGHT BLVD
SCOTTSDALE AZ 85259-2659

Letter Id: L1327060800
Issued: 04/25/2016
Account #: 2331-5506

00007102010000



RE: Business Registration Certificate

The West Virginia State Tax Department would like to thank you for registering your business. Enclosed is your Business Registration Certificate. This certificate shall be permanent until cessation of business or until suspended, revoked or cancelled. Changes in name, ownership or location are considered a cessation of business; a new Business Registration Certificate and applicable fees are required. Please review the certificate for accuracy.

This certificate must be prominently displayed at the location for which issued. Engaging in business without conspicuously posting a West Virginia Business Registration Certificate in the place of business is a crime and may subject you to fines per W.Va. Code § 11-9.

When contacting the State Tax Department, refer to the appropriate account number listed on the back of this page. The taxes listed may not be all the taxes for which you are responsible. Account numbers for taxes are printed on the tax returns mailed by the State Tax Department. Failure to timely file tax returns may result in penalties for late filing.

Should the nature of your business activity or business ownership change, your liability for these and other taxes will change accordingly.

To learn more about these taxes and the services offered by the West Virginia State Tax Department, visit our web site at www.tax.wv.gov.

Enclosure

atL006 v.4

Save a stamp and your time. You can now view, file and pay taxes at <https://mytaxes.wvtax.gov>
More taxes will be available for online access in the future.

TAX	FILING FREQUENCY	ACCOUNT NUMBER
Business Registration Tax		2331-5506
Combined Sales & Use Tax	Combined Sales & Use Monthly	2317-2781
Corp. Income & Franchise Tax	Corp Inc & Franchise Fiscal	2331-5508

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**HYPERTEC USA INC
10601 N FRANK LLOYD WRIGHT BLVD
SCOTTSDALE, AZ 85259-2659**

BUSINESS REGISTRATION ACCOUNT NUMBER: **2331-5506**

This certificate is issued on: **04/25/2016**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

April 17, 2025

Pricing Assurance Statement

At Hypertec, we are committed to providing our customers with stable, transparent and competitive pricing. We guarantee all quoted prices for the duration of your agreement, ensuring predictability and consistency in your procurement planning.

However, in the event of unforeseen market fluctuations resulting from newly imposed tariffs or changes in government trade regulations, we may be required to revise our pricing to reflect these external cost impacts. Should such changes occur, we will communicate any necessary adjustments in a timely and transparent manner.

We appreciate your understanding and continued partnership as we navigate these global market dynamics together.

Sincerely,
Hypertec Management

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Hypertec USA, Inc.
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
5 Address (number, street, and apt. or suite no.). See instructions. 1270 E Broadway Rd, Suite 101	Requester's name and address (optional)
6 City, state, and ZIP code Tempe, AZ 85282	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	8		-	0	5	1	1	7 8 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 2/4/2025
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



ABOUT US

Hypertec is a large and rapidly growing global provider of innovative information technology solutions.

Founded in 1984 and headquartered in Montreal, Canada, we offer a wide range of technology products and services, which are trusted by cloud service providers, communication service providers, organizations in the financial services, media and entertainment, public sector and health services industries as well as other industries where cutting-edge technology solutions are critical to our customers' success.

Hypertec Solutions Partner, a division of Hypertec, is a global Value Added Reseller (VAR) dedicated to providing simple and easy access to a vast selection of IT products and solutions thanks to the long-established strategic alliances with premier partners and suppliers within the industry.

With its local team of certified support specialists as well as a state-of-the-art E-Commerce platform that seamlessly integrates with numerous leading distributors, Hypertec Solutions Partner ensures that customer orders are fulfilled quickly from our US-based warehouses and at exceptional prices to simplify the customer's purchasing process.

ADVANTAGES

- Quality & Reliable ISO 9001 Certified Service
- State-of-the-art E-Commerce Platform
- Over 340 Manufacturers in 220 Categories
- Elite Partners: HP, Dell, Lenovo, VMware
- Total End-To-End Solutions

CAPABILITIES

- Certified Support Specialists
- Customized Turnkey Solutions
- Flexible Billing Options
- Aggressive Pricing
- International Support

AT YOUR SERVICE

Our staff of local, educated, and intuitive support Account Managers are here and ready to serve your every need. Nothing is impossible for this team! We're excited to answer any questions you may have and work quickly and efficiently to make sure your needs are met.

Our **passion** for technology transfers into our **support**.

3000+
Entrusting
Customers

70
Countries
Served

30+
Years of
Experience

10
International
Offices

PRODUCT & SERVICE PORTFOLIO

Hypertec Solutions Partner is trained and certified to not only provide you with product, but complete your project with professional and integration services.

STORAGE SOLUTIONS

When working with a solution provider, our clients want an unbiased approach to storage. Our storage team works closely with our partners to find and present valid options for your business. Right-sizing storage reduces overspending and allows you to scale at a predictable pace.

WIRED AND WIRELESS NETWORKING SOLUTIONS

Fitting all the networking pieces into the puzzle isn't easy if your vendor can only accomplish some of your needs. Hypertec Solutions Partner knows every IT team needs help with network hardware, load balancers, routers, switches, wireless management, wireless routers and more. Our portfolio doesn't stop at products, our performance, security and compliance services are paramount to our clientele.

SOFTWARE LICENSING

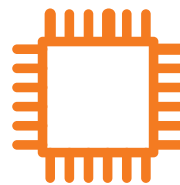
Investing in new software is complex. Utilize Hypertec Solutions Partner's software team alongside our partners to evaluate your current contracts and usage. Once your plan is in place, take advantage of services like, volume licensing, license management and software assurance. Looking for SaaS? We have an entire cloud division ready to assist you.

SERVER SOLUTIONS

There are multiple reasons for server upgrades and new purchases. Our most common examples are for new applications, virtualization and the need for blazing DDR4 speeds. No matter your use case, the Hypertec Solutions Partner team is armed with top of the line products from HP, Dell, CIARA, and Lenovo to build your solution.

PROFESSIONAL AND INTEGRATION SERVICES

Hypertec Professional Services offers a team of technical experts and project management professionals to help you maximize your investment in information technology. Rapidly deploy devices with our asset tagging, laser etching and device enrollment services.



HARDWARE



Cloud



NETWORKING



IT SERVICES



MAXIMIZE YOUR INVESTMENTS

Hypertec Professional Services offers a team of technical experts and project management professionals to help you maximize your investment in information technology. Hypertec's experienced team offers a variety of professional services from consulting to deployment designed to help you realize a faster time to value.

Do you know how much time is spent unproductively while you or your staff attempt to self-configure and patch problems by phone? Hypertec offers a variety of managed services including network monitoring and remote-control support to do automatic updates. Fewer support sessions mean the IT department can focus on important tasks at hand.

PAIN POINTS SOLVED:

- Save time so you and your staff can focus on business
- Avoid problems and unnecessary IT service failures
- Cost effectively plan and manage your technology
- Keep your systems monitored and secure
- Protect your business and your data

SMART HANDS	FIELD SERVICES	INTEGRATIONS	PRO-SERVICES	N.O.C	EDUCATIONS
ASSET TAGGING	PHYSICAL SECURITY	HARDWARE	REMOTE DEPLOYMENT	24/7 REMOTE MONITRING ALERTS	PUBLIC/ PRIVATE TRAINING
TRASH DISPOSAL	CABLING	SERVER\ RACK BUILDS	HEALTH CHECKS	HELPDESK	ON-SITE/ VIRTUAL
UNPACKING	WIRELESS NET- WORKS	TESTING & BURNING	MIGRATION & UPDATES	REPORTING	VENDOR/ IT CERTIFICATION
RECYCLING	SURVEYS	INVENTORY MANAGEMENT	IMPLEMENTATIONS	PATCH MANAGEMENT	
ASSET BUY BACK	ON SITE INSTALL & CONFIG				
DATA DESTRUCTION					



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED HYPERTEC USA, INC 1753 Broadway Rd. Ste. 101-514 Tempe AZ 85282 USA	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: The Continental Insurance Company	35289	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: The Continental Insurance Company	35289														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570112282510 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC794852882 WC794852896	10/25/2024 10/25/2024	10/25/2025 10/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

Hypertec USA, Inc.
1753 Broadway Rd. Ste. 101-514
Tempe AZ 85282 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

570112282510

Certificate No :





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Quebec Limited 1010, Sherbrooke St W, Suite 2510 Montreal, Quebec H3A 2R7	CONTACT NAME: Michael Hollinger, Executive Vice-President PHONE (A/C, No, Ext): 438-858-7007 E-MAIL ADDRESS: michael.hollinger@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Insurance Company INSURER B: Chubb Insurance Company INSURER C: INSURER D:	FAX (A/C, No): 514-787-7201 NAIC #
--	---	--

COVERAGES **CERTIFICATE NUMBER: 2024-HYPESYS-01-05** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR			35946991	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000.
X	PRODUCTS – COMPLETED OPERATIONS HAZARD						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000.
							MED EXP (Any one person) \$ 10,000.
							PERSONAL & ADV INJURY \$ 1,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$10,000,000.
X	POLICY PROJEC LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000.
	OTHER						
A	AUTOMOBILE LIABILITY						
	ANY AUTO			35946991	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000.
	OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS	X					BODILY INJURY (Per accident) \$
	AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	X UMBRELLA LIAB X OCCUR			79895421	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 9,000,000.
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 9,000,000.
	DED RETENTION NIL						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUT OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All locations and operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION: 30 Days

To Whom It May Concern

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE—HUB International Quebec Ltd

Michael Hollinger

Customer References

Computer Service Corporation

Mycol Reamer – President

PO Box 58211

Seattle, WA 98138

253-841-9999

mreamer@csc-service.com

Computer hardware, software & peripherals

Customer since 2012

San Diego Law Enforcement Coordination Center

Victor Castellanos – IT Manager

9621 Ridgehaven Ct

San Diego, CA 92123

858-437-1378

Victor.castellanos@sd-lecc.org

Computer Hardware & Peripherals BPA Holder
(75K, March 2022)

Granbury Independent School District

Bradee Drake – Purchasing Assistant

217 N Jones St

Granbury, TX 76048

817-408-4087

bradee.drake@granburyisd.org

Chromebooks (447K, August 2022)

North Judson-San Pierre School Corporation

Billy Russell – IT Coordinator

801 Campbell Drive

North Judson, IN 46366

574-896-2155

brussell@njsp.k12.in.us

Delivery & installation of Interactive Flat Panels
(180K, July 2022)

Kankakee Valley School Corporation

Eric Roemer – Chief Technology Officer

12055 N 550 West

Wheatfield, IN 46392

219-987-8820

eroemer@kv.k12.in.us

Various projects including Interactive Flat Panels (286K, September 2022)

Customer since 2018

Mingus Union High School District

Josh Fant – IT Manager

1801 E Fir Street

Cottonwood, AZ 86326

928-634-8901

jfant@muhs.com

120 Ciara PC's (March 2021)

Lake Oconee Academy

Bobby Zimmerman – Technology Coordinator

1021 Titan Circle

Greensboro, GA 30642

706-454-1562

bobby.zimmerman@lakeoconeeacademy.org

Chromebooks (321K, February 2023)

Santa Ana Unified School District

Omar Garcia – Senior Buyer

1601 E Chestnut Ave

Santa Ana, CA 92701

714-558-5620

omar.garcia@sausd.us

Various projects including delivery & installation of Interactive Flat Panels (8.1M, Nov 2020)

Customer since 2020

Customer References-ADOBE

The City of Lake Forest

Cameron Burrell

800 N. Field Drive

Lake Forest, , IL 60045

847-810-3598

burrellc@cityoflakeforest.com

SCOPE OF WORK - Adobe Acrobat Licensing-

CONTRACT VALUE- \$\$27,446.46- DEC 2024

Spartanburg Community College

Melissa James

107 Community College Drive

Spartanburg, SC 29303

864-592-4888

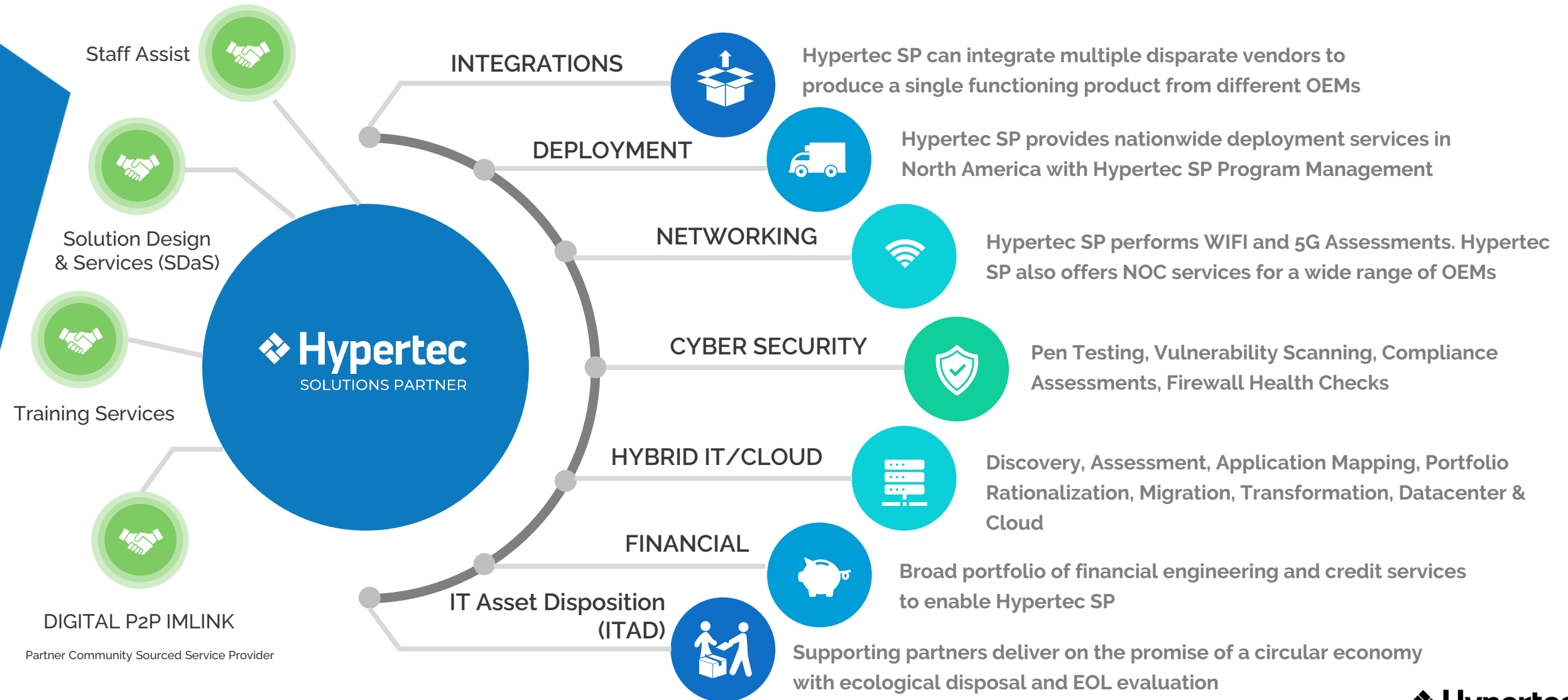
jamesm@sccsc.edu

SCOPE OF WORK- Renewal of Adobe Acrobat

Pro, Creative Cloud and the student license pack

CONTRACT VALUE- \$69,705.47- OCT 2024

Hypertec Solutions Partner Services



Contact info@hypertecsp.com for assistance

Hypertec Solutions Partner Services Portfolio

