



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: 814528

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0439

Vendor ID: 

SO Doc ID: EBA2100000007

Legal Name: AVID TECHNOLOGY INC

Published Date: 12/4/20

Alias/DBA:

Close Date: 12/22/20

Total Bid: \$17,099.64

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: Solicitation Description: Responded By User ID: 

Total of Header Attachments: 1

First Name:

Total of All Attachments: 1

Last Name: Email: Phone:



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: 814528
Solicitation Description: 4 YEAR LICENSING/SUPPORT AVID
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2020-12-22 13:30	SR 0439 ESR12072000000004047	1

VENDOR
 000000100828
 AVID TECHNOLOGY INC

Solicitation Number: CRFQ 0439 EBA2100000007
Total Bid: 17099.63999999999941792339086 **Response Date:** 2020-12-07 **Response Time:** 16:27:19
Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	2 YEAR MAINTENANCE & SUPPORT (NEW) AVID SKU 9938-30074-00	9.00000	EA	949.980000	8549.82

Comm Code	Manufacturer	Specification	Model #
43232103			

Commodity Line Comments: Pricing expires 30 days from submittal date.

Extended Description:

2 YEAR MAINTENANCE & SUPPORT (NEW) AVID SKU 9938-30074-00
YEARS 1-2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	2 YEAR MAINTENANCE & SUPPORT (RENEWAL) AVID SKU9938-30074-00	9.00000	EA	949.980000	8549.82

Comm Code	Manufacturer	Specification	Model #
43232103			

Commodity Line Comments: Pricing expires 30 days from submittal date.

Extended Description:

2 YEAR MAINTENANCE & SUPPORT (RENEWAL) AVID SKU 9938-30074-00
YEARS 3-4



Sales Quotation

Avid Reference : 00096571
 Quotation Version : v1
 Effective Date : November 13, 2020
 Sold To Account # : 0000029220
 Project ID : 20AM-0199557

Bill-To Customer # : 0000029220
 Prepared for : Dale Malcomb
 Company : WSWP-TV CHANNEL 9 WV PUBLIC BROADCASTING
 Address : 124 INDUSTRIAL PARK DR, BECKLEY, WV, US 25801-9764
 Telephone : 13042841440
 Email Address : dmalcomb@wvpulic.org

Ship To Company : WSWP-TV CHANNEL 9 WV PUBLIC BROADCASTING
 Ship To Address : 124 INDUSTRIAL PARK DR, BECKLEY, WV, US 25801-9764
 Shipping Terms : ZOP FOB ORIGIN

Sold To Company : WSWP-TV CHANNEL 9 WV PUBLIC BROADCASTING
 Sold To Address : 124 INDUSTRIAL PARK DR, BECKLEY, WV, US 25801-9764

End User Company : WSWP-TV CHANNEL 9 WV PUBLIC BROADCASTING
 End User Address : 124 INDUSTRIAL PARK DR, BECKLEY, WV, US 25801-9764

Avid Sales Manager : Rob Forman
 Telephone : (240) 876-5187

Qty	Part Number	Description	Unit List Price	Contract Discount	Unit Price	Additional Discount	Net Unit Price	Net Extended Price
9	9938-30074-00	Media Composer Ultimate 2-Year Subscription NEW	\$ 949.98	0.00 %	\$ 949.98	0.00 %	\$ 949.98	\$ 8,549.82
9	9938-30076-00	Media Composer Ultimate 2-Year Subscription RENEWAL	\$ 949.98	0.00 %	\$ 949.98	0.00 %	\$ 949.98	\$ 8,549.82

Notes:	
The total value of all the discounts and credits reflected on this page is 0.00	
Subtotal	\$ 17,099.64
(0.00%) Total Discount	\$ (0.00)
This Quote is valid until December 13, 2020	Total \$ 17,099.64

Note: once you have converted perpetual licenses to subscription, Avid does not allow a reverse conversion. Converted perpetual licenses are "frozen" and can no longer be covered under a support or maintenance contract, or be resold to another entity. Subscription license term commitments are non-cancellable and non-refundable.

TERMS: Payment is due within 30 days of invoice date, subject to credit approval. Payments received within 10 days of invoice date are subject to a 1.5% early payment discount. For Avid Graphics products a 25% non-refundable deposit is due on signing. By signing below, Purchaser accepts the Quote and that the Quote will be a valid and irrevocable order. Payments are not dependent on installation. All prices are quoted in U.S. dollars (or local currency as noted above) and exclusive of all taxes and duties. All taxes and duties imposed by governmental authorities, all freight and shipping charges, and any insurance premiums shall be paid by Purchaser. Overdue amounts may bear default interest at the rate of 1.5% per month (equivalent to 18% per annum), or such lower rate as is the highest rate permitted by law. To secure prompt payment and performance of all obligations owed by Purchaser to Avid, Purchaser hereby grants to Avid a security interest in and lien on all equipment and/or inventory (including, without limitation, all systems, software, and hardware) sold to Purchaser by Avid and all products and proceeds of the foregoing until full payment has been made by Purchaser. Purchaser agrees to accept partial order shipments, and for such shipments, shall be responsible for paying the partial amount due. Unless otherwise noted above, shipping terms are FOB Origin/CIP with any stated delivery dates noted to be considered shipment required 'on or before.' Neither this agreement nor Purchaser's rights hereunder may be assigned to any third party without Avid's prior written consent. Avid part numbers are subject to change without notice, provided product descriptions remain the same. Warranty or Support replacement products may include used or refurbished hardware or parts. Quoted days for professional services are estimates and based upon an 8 hour day. Professional services will be invoiced on a time and materials basis as services are performed. While Purchaser understands that it is entitled to any updates and upgrades, on a when and if available basis, as an Avid support customer in good standing, Purchaser has not relied upon the availability of any future version of the purchased products or any future products in executing this agreement and Purchaser accepts the products on this order in their current form. Support commences upon shipment. Purchaser acknowledges that discounts offered in connection with an Avid exchange program are contingent upon Purchaser's surrender of the products to be exchanged as instructed by Avid.

If Purchaser fails to surrender such products in accordance with Avid's instructions, Purchaser agrees to pay the difference between the discounted price and full price for the Avid product that is subject to the exchange program. Avid may identify or feature Purchaser as an Avid customer in marketing and promotional materials. Purchaser acknowledges that (a) all Avid products are subject to separate software license agreements, (b) the subscription based software service requires an Internet connection. Upon expiration of the subscription period or non-payment of the subscription fee, the software may become inactive without notice and will not be reactivated until the subscription is renewed, Avid receives payment, or a new subscription is purchased. Use of Software on a subscription basis is subject to additional terms and conditions available at www.avid.com/subscription. (c) all Avid professional services are subject to the Professional Services terms and conditions;(d) all Avid support is subject to the Support Plan terms and conditions; and (e) Education Credits are subject to the Avid Education Credits Terms and Conditions. The foregoing documents are all available at avid.com/US/about-avid/legal-notice (collectively the "Additional Terms") and are incorporated by reference into and form part of these terms. Unless otherwise expressly agreed in writing by both parties, Purchaser agrees to be bound by the foregoing terms and the Additional Terms as applicable. Purchaser's attention is drawn to the clauses in the Additional Terms which limit the warranties and liabilities of Avid and exclude Avid's liability for indirect losses. Together with the Additional Terms, these terms represent the entire agreement between the parties relating to this sale; any additional or inconsistent terms issued by Purchaser shall not be binding upon Avid.

Resellers only: Indirect sales are governed by the relevant Avid Channel Partner Agreement. Providing a customer or end user name above indicates that Reseller has a firm order from this customer or end user.

BY SIGNING BELOW, PURCHASER ACKNOWLEDGES THAT THIS PURCHASE IS NON-CANCELLABLE AND THAT IT HAS REVIEWED AND AGREES TO BE BOUND BY THE FOREGOING TERMS AND APPLICABLE ADDITIONAL TERMS.

Signature: _____

Date: _____

Name: _____

Title: _____