



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 7

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1028630

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: SUNFLOWER LAB LLC

Alias/DBA:

Total Bid: \$43,587.58

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000160

Published Date: 5/11/22

Close Date: 5/17/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 7

Total of All Attachments: 7



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:** 1028630  
**Solicitation Description:** ADDENDUM NO\_2 Adobe Software Products (81220099)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-17 13:30	SR 0803 ESR05172200000007210	1

**VENDOR**  
 VS0000037604  
 SUNFLOWER LAB LLC

**Solicitation Number:** CRFQ 0803 DOT2200000160  
**Total Bid:** 43587.58000000000174622982740 **Response Date:** 2022-05-17 **Response Time:** 11:46:06

**Comments:** Terms and Conditions:  
 1) This is only for supply of products.  
 2) Quote is valid till 05/31/2022  
 3) No on-site services are included in the above price.  
 4) Shipping charges are NOT included  
 5) Taxes are not included in the above prices.  
 6) Installation and configuration are not included.  
 7) The warranty support will be provided directly by OEM according to their terms and conditions.  
 8) Payment terms NET 30 Days  
 9) Samples are not included in the above price

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@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	Adobe Creative Cloud All Apps - Renewal	11.00000	EA	895.980000	9855.78

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Creative Cloud All Apps - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Adobe Acrobat Pro DC - Renewal	163.00000	EA	114.580000	18676.54

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Acrobat Pro DC - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Adobe Stock(10 Assets) - Renewal	1.00000	EA	313.570000	313.57

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Stock (10 Assets) - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Adobe Photoshop CC - Renewal	5.00000	EA	393.540000	1967.70

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Photoshop CC - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Adobe Premiere Pro CC - Renewal	3.00000	EA	393.540000	1180.62

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Premiere Pro CC - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Adobe Creative Cloud All Apps - new license	5.00000	EA	895.980000	4479.90

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Creative Cloud All Apps - New License.  
Quantity is an estimation and could be increased or decreased depending on need.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Adobe Acrobat Pro DC - new license	25.00000	EA	114.580000	2864.50

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Acrobat Pro DC - new license.  
Quantity is an estimation and could be increased or decreased depending on need.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Adobe Stock for teams (10 Assets) - new license	1.00000	EA	313.570000	313.57

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Stock for teams (10 Assets) - new license  
Quantity is an estimation and could be increased or decreased depending on need.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Adobe Photoshop CC - new license	5.00000	EA	393.540000	1967.70

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:**

**Extended Description:**

Adobe Photoshop CC- new license.

Quantity is an estimation and could be increased or decreased depending on need.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Adobe Premiere Pro CC - new license	5.00000	EA	393.540000	1967.70

Comm Code	Manufacturer	Specification	Model #
43232100			

**Commodity Line Comments:****Extended Description:**

Adobe Premiere Pro CC - new license.

Quantity is an estimation and could be increased or decreased depending on need.



Adobe Inc.  
345 Park Avenue  
San Jose, CA 95110-2704

February 2, 2022

Sunflower Lab LLC  
3974 Brown Park Drive, Suite G,  
Hilliard, OH 43026

Re: Confirmation of Certified Reseller status

Adobe sells its software licenses and products in North America through Adobe Authorized Resellers. Adobe confirms that as of the date of this letter, Sunflower Lab LLC is a Certified partner of the Adobe Partner Connection Program with authorization to resell Adobe's TLP program to all customers and Adobe's CLP, and VIP programs to commercial customers only in North America (US and Canada).

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

Sincerely,

Senior Program Manager – APC North America

Adobe Partner Connection Team, Channel Operations

## EXHIBIT A - PRICING PAGE

Total Software License Renewals and Open End Pricing for New Licenses							
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305							
			Unit Cost				
Contract Item Number	Description	Quantity*	Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Extended Cost
3.1.1.1	Adobe Creative Cloud All Apps- Renewal of Existing Licenses	11	\$895.98				\$9,855.74
3.1.1.2	Adobe Acrobat Pro DC - Renewal of Existing Licenses	163	\$114.58				\$18,676.08
3.1.1.3	Adobe Stock - Renewal of Existing License	1	\$313.57				\$313.57
3.1.1.4	Adobe Photoshop CC - Renewal of Existing Licenses	5	\$393.54				\$1,967.71
3.1.1.5	Adobe Premiere Pro CC - Existing Licenses	3	\$393.54				\$1,180.63
3.1.2.1	Adobe Creative Cloud All Apps- New License*	5	\$895.98				\$4,479.88
3.1.2.2	Adobe Acrobat Pro DC - New License*	25	\$114.58				\$2,864.43
3.1.2.3	Adobe Stock - New License*	5	\$313.57				\$1,567.87
3.1.2.4	Adobe Photoshop CC - New License*	5	\$393.54				\$1,967.71
3.1.2.5	Adobe Premiere Pro CC - New License*	5	\$393.54				\$1,967.71
<b>TOTAL AMOUNT OF BID →</b>							<b>\$44,841.34</b>
<p><b>* Quantity listed for new licenses is an estimated purchase volume. The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.</b></p> <p><b>Optional - Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</b></p>							

\_\_\_\_\_  
Vendor Signature





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

<b>Proc Folder:</b> 1028630			<b>Reason for Modification:</b> ADDENDUM NO_1 Vendor Questions and Responses
<b>Doc Description:</b> ADDENDUM NO_1 Adobe Software Products (81220099)			
<b>ProcType:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-29	2022-05-17 13:30	CRFQ 0803 DOT2200000160	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000037604  
**Vendor Name :** Sunflower Lab LLC  
**Address:** 3974 Brown Park Dr, Suite G  
**Street:**  
**City:** Hilliard  
**State:** OH **Country:** US **Zip:** 43026  
**Principal Contact :** Ronak Patel  
**Vendor Contact Phone:** 614-664-7674 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *R. M. Patel* **FEIN#** 274011645 **DATE** 05/17/2022

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Department of Transportation is soliciting bids to establish an open end contract to purchase new licenses for Adobe products listed below as well as renewals for the following currently owned licenses: Adobe Creative Cloud All Apps, Acrobat Pro DC, Photoshop CC, Premiere Pro CC and Adobe Stock.

2. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Adobe Creative Cloud All Apps - Renewal	11.00000	EA	\$895.98	\$9,855.74

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**

Adobe Creative Cloud All Apps - Renewal

**INVOICE TO****SHIP TO**

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC - Renewal	163.00000	EA	\$114.58	\$18,676.08

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**

Adobe Acrobat Pro DC - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Adobe Stock(10 Assets) - Renewal	1.00000	EA	\$313.57	\$313.57

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**  
Adobe Stock (10 Assets) - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe Photoshop CC - Renewal	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**  
Adobe Photoshop CC - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Adobe Premiere Pro CC - Renewal	3.00000	EA	\$393.54	\$1,180.63

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**  
Adobe Premiere Pro CC - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Creative Cloud All Apps - new license	5.00000	EA	\$895.98	\$4,479.88

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Creative Cloud All Apps - New License.  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Adobe Acrobat Pro DC - new license	25.00000	EA	\$114.58	\$2,864.43

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**  
 Adobe Acrobat Pro DC - new license.  
 Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe Stock for teams (10 Assets) - new license	1.00000	EA	\$313.57	

Comm Code	Manufacturer	Specification	Model#
43232100			

**Extended Description:**  
 Adobe Stock for teams (10 Assets) - new license  
 Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Adobe Photoshop CC - new license	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Photoshop CC- new license.  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Premiere Pro CC- new license	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Premiere Pro CC- new license.  
Quantity is an estimation and could be increased or decreased depending on need.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-05-05

**Terms and Conditions:**

- 1) This is only for supply of products.
- 2) Quote is valid till 05/31/2022
- 3) No on-site services are included in the above price.
- 4) Shipping charges are NOT included
- 5) Taxes are not included in the above prices.
- 6) Installation and configuration are not included.
- 7) The warranty support will be provided directly by OEM according to their terms and conditions.
- 8) Payment terms NET 30 Days
- 9) Samples are not included in the above price

# SOLICITATION NUMBER: CRFQ DOT2200000160

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000160 (“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

### Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 05/17/2022 at 1:30pm

### 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.

CRFQ DOT22000000160

Responses to Questions

Question 1

In regard to the RFQ listed above, we were wondering if you could share your existing VIP# that these items currently fall under?

Response 1

VIP membership **7025E1991430AD528A6A**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT220000160**

**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 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.

Sunflower Lab LLC

Company

*R. M. Patel*

Authorized Signature

05/17/2022

Date

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

REQUEST FOR QUOTATION  
**Open End Contract for Adobe Products and Current License Renewals**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish an open end contract to purchase new licenses for Adobe products listed below as well as renewals for the following currently owned licenses: Adobe Creative Cloud All Apps, Acrobat Pro DC, Photoshop CC, Premiere Pro CC and Adobe Stock.
  
- 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 “Contract Item”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 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.
  
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Mandatory Contract Item Requirements:** The Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements listed below. **All items are to be used in the United States only.**
    - 3.1.1 Renewal of WVDOT Currently Owned Licenses.** Effective term is one (1) year, beginning June 25, 2022.
      - 3.1.1.1 Adobe Creative Cloud All Apps - Quantity (11) Licenses**
      - 3.1.1.2 Adobe Acrobat Pro DC - Quantity (163) Licenses**
      - 3.1.1.3 Adobe Stock - Quantity (1) License**
      - 3.1.1.4 Adobe Photoshop CC - Quantity (5) Licenses**
      - 3.1.1.5 Adobe Premiere Pro CC - Quantity (3) Licenses**

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**3.1.2 Open End Contract pricing for New Licenses for Adobe Products.**  
Effective term is one (1) year upon award.

**3.1.2.1 Adobe Creative Cloud All Apps**

**3.1.2.2 Adobe Acrobat Pro DC**

**3.1.2.3 Adobe Stock CC**

**3.1.2.4 Adobe Photoshop CC**

**3.1.2.5 Adobe Premiere Pro CC**

**3.2 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.**

**The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.**

**4. CONTRACT AWARD:**

**4.1. Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2. Pricing Pages:** Vendor should complete the Pricing Pages by completing the cost table included as Exhibit A. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within ten (10) working days after being awarded this Contract and receiving a purchase order or notice to proceed.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION  
**Open End Contract for Adobe Products and Current License Renewals**

---

**8.3 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:** Ronak Patel  
**Telephone Number:** 614-664-7674  
**Fax Number:** 614-664-7674  
**Email Address:** information@thesunflowerlab.com



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

<b>Proc Folder:</b> 1028630			<b>Reason for Modification:</b> ADDENDUM NO_1 Vendor Questions and Responses
<b>Doc Description:</b> ADDENDUM NO_1 Adobe Software Products (81220099)			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-29	2022-05-17 13:30	CRFQ 0803 DOT2200000160	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000037604  
**Vendor Name :** Sunflower Lab LLC  
**Address :** 3974 Brown Park Dr, Suite G  
**Street :**  
**City :** Hilliard  
**State :** OH **Country :** US **Zip :** 43026  
**Principal Contact :** Ronak Patel  
**Vendor Contact Phone:** 614-664-7674 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *R. M. Patel*

**FEIN#** 274011645

**DATE** 05/17/2022

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Department of Transportation is soliciting bids to establish an open end contract to purchase new licenses for Adobe products listed below as well as renewals for the following currently owned licenses: Adobe Creative Cloud All Apps, Acrobat Pro DC, Photoshop CC, Premiere Pro CC and Adobe Stock.

2. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Adobe Creative Cloud All Apps - Renewal	11.00000	EA	\$895.98	\$9,855.74

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Creative Cloud All Apps - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC - Renewal	163.00000	EA	\$114.58	\$18,676.08

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Acrobat Pro DC - Renewal



INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Adobe Stock(10 Assets) - Renewal	1.00000	EA	\$313.57	\$313.57

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Stock (10 Assets) - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Adobe Photoshop CC - Renewal	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Photoshop CC - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Adobe Premiere Pro CC - Renewal	3.00000	EA	\$393.54	\$1,180.63

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Premiere Pro CC - Renewal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Creative Cloud All Apps - new license	5.00000	EA	\$895.98	\$4,479.88

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Creative Cloud All Apps - New License.  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Adobe Acrobat Pro DC - new license	25.00000	EA	\$114.58	\$2,864.43

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Acrobat Pro DC - new license.  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Adobe Stock for teams (10 Assets) - new license	1.00000	EA	\$313.57	

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Stock for teams (10 Assets) - new license  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Adobe Photoshop CC - new license	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Photoshop CC- new license.  
Quantity is an estimation and could be increased or decreased depending on need.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Adobe Premiere Pro CC - new license	5.00000	EA	\$393.54	\$1,967.71

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Premiere Pro CC - new license.  
Quantity is an estimation and could be increased or decreased depending on need.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-05-05

**Terms and Conditions:**

- 1) This is only for supply of products.
- 2) Quote is valid till 05/31/2022
- 3) No on-site services are included in the above price.
- 4) Shipping charges are NOT included
- 5) Taxes are not included in the above prices.
- 6) Installation and configuration are not included.
- 7) The warranty support will be provided directly by OEM according to their terms and conditions.
- 8) Payment terms NE T 30 Days
- 9) Samples are not included in above prices

	Document Phase	Document Description	Page
DOT2200000160	Final	ADDENDUM NO_1 Adobe Software Products (81220099)	7

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish an open end contract to purchase new licenses for Adobe products listed below as well as renewals for the following currently owned licenses: Adobe Creative Cloud All Apps, Acrobat Pro DC, Photoshop CC, Premiere Pro CC and Adobe Stock.
  
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 **“Contract Item”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 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.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** The Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements listed below. **All items are to be used in the United States only.**
    - 3.1.1 **Renewal of WVDOT Currently Owned Licenses.** Effective term is one (1) year, beginning June 25, 2022.
      - 3.1.1.1 **Adobe Creative Cloud All Apps - Quantity (11) Licenses**
      - 3.1.1.2 **Adobe Acrobat Pro DC - Quantity (163) Licenses**
      - 3.1.1.3 **Adobe Stock - Quantity (1) License**
      - 3.1.1.4 **Adobe Photoshop CC - Quantity (5) Licenses**
      - 3.1.1.5 **Adobe Premiere Pro CC - Quantity (3) Licenses**

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**3.1.2 Open End Contract pricing for New Licenses for Adobe Products.**  
Effective term is one (1) year upon award.

**3.1.2.1 Adobe Creative Cloud All Apps**

**3.1.2.2 Adobe Acrobat Pro DC**

**3.1.2.3 Adobe Stock CC**

**3.1.2.4 Adobe Photoshop CC**

**3.1.2.5 Adobe Premiere Pro CC**

**3.2 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.**

**The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.**

**4. CONTRACT AWARD:**

**4.1. Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2. Pricing Pages:** Vendor should complete the Pricing Pages by completing the cost table included as Exhibit A. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within ten (10) working days after being awarded this Contract and receiving a purchase order or notice to proceed.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.



REQUEST FOR QUOTATION  
Open End Contract for Adobe Products and Current License Renewals

---

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**REQUEST FOR QUOTATION**  
**Open End Contract for Adobe Products and Current License Renewals**

---

**8.3 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:** Ronak Patel  
**Telephone Number:** 614-664-7674  
**Fax Number:** 614-664-7674  
**Email Address:** information@thesunflowerlab.com

## **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 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.

**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.

**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:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**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.

Revised 04/01/2022

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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.
- State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:**

State of WV  
1900 Kanawha Blvd. E., Bldg.5  
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

(Name, Title) Ronak Patel CEO  
(Printed Name and Title) Ronak Patel CEO *R. M. Patel*  
(Address) 3974 Brown Park Dr, Suite G Hilliard , OH 43026  
(Phone Number) / (Fax Number) 614-664-7674 614-664-7674  
(email address) information@thesunflowerlab.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 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.*

Sunflower Lab LLC  
(Company) *R. M. Patel* Ronak Patel CEO  
(Authorized Signature) (Representative Name, Title) Ronak Patel CEO 05/17/2022  
(Printed Name and Title of Authorized Representative) (Date) 614-664-7674 614-664-7674  
(Phone Number) (Fax Number) information@thesunflowerlab.com  
(Email Address)