



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.

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

Procurement Folder: 1741827

Procurement Type: Central Master Agreement

Vendor ID: VS0000005742

Legal Name: vCloud Tech Inc

Alias/DBA:

Total Bid: \$486,837.88

Response Date: 08/12/2025

Response Time: 18:14

Responded By User ID: VCLOUD111

First Name: Muhammad

Last Name: Khan

Email: vcloud@vcloudtech.com

Phone: 833-482-5683

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000006

Published Date: 7/29/25

Close Date: 8/14/25

Close Time: 13:30

Status: Closed

Solicitation Description: Adobe Software Products (81260009)

Total of Header Attachments: 5

Total of All Attachments: 5



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: 1741827
Solicitation Description: Adobe Software Products (81260009)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-08-14 13:30	SR 0803 ESR08122500000000900	1

VENDOR

VS0000005742
vCloud Tech Inc

Solicitation Number:CRFQ 0803 DOT2600000006

Total Bid:486837.8800000000046566128730Response Date:2025-08-12Response Time:18:14:35

Comments:Optional year pricing is not locked
Adobe has removed Stock from LGA, so those licenses are not included on the quote. The customer has access to unlimited standard Stock assets within their Creative Cloud licenses though.

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 - new license	5.00000	EA	925.090000	4625.45

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.1 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
2	Adobe Acrobat Pro DC - new licenses	30.00000	EA	130.220000	3906.60

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new licenses
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
3	Adobe Stock(10 Assets) - new license	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.3 Adobe Stock (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
4	Adobe Photoshop CC - new licenses	4.00000	EA	384.330000	1537.32

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.4 Adobe Photoshop CC - new licenses
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
5	Adobe Premiere Pro CC - new licenses	2.00000	EA	384.330000	768.66

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.5 Adobe Premiere Pro CC - new licenses

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
6	Adobe Creative Cloud All Apps - new license, Yr 2	5.00000	EA	1202.620000	6013.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 2

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, Yr 2	30.00000	EA	169.290000	5078.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.2 Adobe Acrobat Pro DC - new license. Year 2

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 (10 Assets) - new license, Yr 2	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 2

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, Yr 2	4.00000	EA	499.630000	1998.52

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.4 Adobe Photoshop CC- new license, Year 2

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, Yr 2	2.00000	EA	499.630000	999.26

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new license, Year 2

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
11	Adobe Creative Cloud All Apps - new license, Yr 3	5.00000	EA	1443.140000	7215.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 3

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
12	Adobe Acrobat Pro DC - new license, Yr 3	30.00000	EA	203.150000	6094.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new license. Year 3

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
13	Adobe Stock (10 Assets) - new license, Yr 3	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 3

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
14	Adobe Photoshop CC - new license. Yr 3	4.00000	EA	599.560000	2398.24

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.4 Adobe Photoshop CC- new license, Year 3

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
15	Adobe Premiere Pro CC - new license, Yr 3	2.00000	EA	599.560000	1199.12

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new license, Year 3
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
16	Adobe Creative Cloud All Apps - new license, Yr 4	5.00000	EA	1775.060000	8875.30

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 4
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
17	Adobe Acrobat Pro DC - new license, Yr 4	30.00000	EA	249.870000	7496.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new license. Year 4
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
18	Adobe Stock (10 Assets) - new license, Yr 4	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 4
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
19	Adobe Photoshop CC - new license. Yr 4	4.00000	EA	737.460000	2949.84

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.4 Adobe Photoshop CC- new license, Year 4

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
20	Adobe Premiere Pro CC - new license, Yr 4	2.00000	EA	737.460000	1474.92

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.1.6.5 Adobe Premiere Pro CC - new license, Year 4

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
21	Adobe Creative Cloud All Apps - Renewal, Yr 2	30.00000	EA	1112.200000	33366.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 2

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
22	Adobe Acrobat Pro DC - Renewal, Yr 2	425.00000	EA	194.130000	82505.25

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 2

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
23	Adobe Stock (10 Assets) - Renewal, Yr 2	5.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:**Extended Description:**

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 2

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
24	Adobe Photoshop CC - Renewal, Yr 2	10.00000	EA	572.970000	5729.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 2

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
25	Adobe Premiere Pro CC - Renewal, Yr 2	10.00000	EA	572.970000	5729.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 2

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
26	Adobe Creative Cloud All Apps - Renewal, Yr 3	30.00000	EA	1468.130000	44043.90

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 3

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
27	Adobe Acrobat Pro DC - Renewal, Yr 3	425.00000	EA	206.660000	87830.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 3

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
28	Adobe Stock (10 Assets) - Renewal, Yr 3	5.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 3

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
29	Adobe Photoshop CC - Renewal, Yr 3	10.00000	EA	609.940000	6099.40

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 3

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
30	Adobe Premiere Pro CC - Renewal, Yr 3	10.00000	EA	609.940000	6099.40

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 3

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
31	Adobe Creative Cloud All Apps - Renewal, Yr 4	30.00000	EA	1557.100000	46713.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 4

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
32	Adobe Acrobat Pro DC - Renewal, Yr 4	425.00000	EA	219.180000	93151.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 4

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
33	Adobe Stock (10 Assets) - Renewal, Yr 4	5.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 4
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
34	Adobe Photoshop CC - Renewal, Yr 4	10.00000	EA	646.910000	6469.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 4
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
35	Adobe Premiere Pro CC - Renewal, Yr 4	10.00000	EA	646.910000	6469.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 4
Quantity is an estimation and could be increased or decreased depending on need.



(833) 482-5683



Sales@vcloudtech.com



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



To: Lisa Dinallo
West Virginia Department of Transportation
1900 Kanawha Blvd E
Charleston, WV 25305 USA
Email: lisa.l.dinallo@wv.gov
Phone: (304) 352-6053

From: vCloud Tech Inc.
Harry King
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274
Email: hking@vcloudtech.com
Phone: (833) 482-5683 Ext 701

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

Quote No: H29269-0
Quote Date: 8/7/2025
Quote Expiry: 8/25/2025
RFQ:
Shipping: -
Total Price: \$ 10,838.03

Line No.	Part No.	Description	Qty	Unit Price	Extended
1	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 30 65324113BC06A12	30	\$ 130.22	\$ 3,906.60
2	210-3282-L6-10BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310110BC06F12	5	\$ 925.09	\$ 4,625.45
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, SubscriptionNew, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65309771BC06E12	4	\$ 384.33	\$ 1,537.32
4	210-3220-L6-02BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310002BC06E12	2	\$ 384.33	\$ 768.66
				Subtotal	\$ 10,838.03
				Sales Tax	\$ -
				Total	\$ 10,838.03

Year 2

Line No.	Part No.	Description	Qty	Unit Price		Extended
1	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 30 65324113BC06A12	30	\$	169.29	\$ 5,078.70
2	210-3282-L6-10BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310110BC06F12	5	\$	1,202.62	\$ 6,013.10
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, SubscriptionNew, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65309771BC06E12	4	\$	499.63	\$ 1,998.52
4	210-3220-L6-02BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310002BC06E12	2	\$	499.63	\$ 999.26
				Subtotal	\$	14,089.58
				Sales Tax	\$	-
				Total	\$	14,089.58

Year 3

Line No.	Part No.	Description	Qty	Unit Price		Extended
1	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 30 65324113BC06A12	30	\$	203.15	\$ 6,094.50
2	210-3282-L6-10BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310110BC06F12	5	\$	1,443.14	\$ 7,215.70
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, SubscriptionNew, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65309771BC06E12	4	\$	599.56	\$ 2,398.24

4	210-3220-L6-02BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310002BC06E12	2	\$ 599.56	\$ 1,199.12
				Subtotal	\$ 16,907.56
				Sales Tax	\$ -
				Total	\$ 16,907.56

Year 4

Line No.	Part No.	Description	Qty	Unit Price	Extended
1	210-3212-L6-13BC06A12	Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 30 65324113BC06A12	30	\$ 249.87	\$ 7,496.10
2	210-3282-L6-10BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310110BC06F12	5	\$ 1,775.06	\$ 8,875.30
3	210-3204-L6-71BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65309771BC06E12	4	\$ 737.46	\$ 2,949.84
4	210-3220-L6-02BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term **PRORTAED FOR 10 MONTHS** Adobe Inc. 65310002BC06E12	2	\$ 737.46	\$ 1,474.92
				Subtotal	\$ 20,796.16
				Sales Tax	\$ -
				Total	\$ 62,631.33

Renewal Year 1 Budgetary Price for June 2026

Line No.	Part No.	Description	Qty	Unit Price	Extended
1	2R1-3212-L6-70BC06A12	Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 30 65324170BC06A12	425	\$ 156.56	\$ 66,538.00
2	2R1-3282-L6-05BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310105BC06F12	30	\$ 1,112.20	\$ 33,366.00
3	2R1-3204-L6-37BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65308637BC06E12	10	\$ 462.07	\$ 4,620.70

4	2R1-3220-L6-96BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309996BC06E12	10	\$	462.07	\$	4,620.70
				Subtotal		\$	109,145.40
				Sales Tax		\$	-
				Total		\$	109,145.40

Renewal Year 2

Line No.	Part No.	Description	Qty	Unit Price		Extended
1	2R1-3212-L6-70BC06A12	Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 30 65324170BC06A12	425	\$	194.13	\$ 82,505.25
2	2R1-3282-L6-05BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310105BC06F12	30	\$	1,379.13	\$ 41,373.90
3	2R1-3204-L6-37BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65308637BC06E12	10	\$	572.97	\$ 5,729.70
4	2R1-3220-L6-96BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309996BC06E12	10	\$	572.97	\$ 5,729.70
				Subtotal		\$ 135,338.55
				Sales Tax		\$ -
				Total		\$ 135,338.55

Renewal Year 3

Line No.	Part No.	Description	Qty	Unit Price		Extended
1	2R1-3212-L6-70BC06A12	Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 30 65324170BC06A12	425	\$	206.66	\$ 87,830.50
2	2R1-3282-L6-05BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310105BC06F12	30	\$	1,468.13	\$ 44,043.90

3	2R1-3204-L6-37BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65308637BC06E12	10	\$	609.94	\$	6,099.40
4	2R1-3220-L6-96BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309996BC06E12	10	\$	609.94	\$	6,099.40
					Subtotal	\$	144,073.20
					Sales Tax	\$	-
					Total	\$	144,073.20

Renewal Year 4

Line No.	Part No.	Description	Qty	Unit Price		Extended
1	2R1-3212-L6-70BC06A12	Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 30 65324170BC06A12	425	\$	219.18	\$ 93,151.50
2	2R1-3282-L6-05BC06F12	Adobe Creative Cloud All Apps - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65310105BC06F12	30	\$	1,557.10	\$ 46,713.00
3	2R1-3204-L6-37BC06E12	Adobe Photoshop - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65308637BC06E12	10	\$	646.91	\$ 6,469.10
4	2R1-3220-L6-96BC06E12	Adobe Premiere Pro - Edition 4 for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term Adobe Inc. 65309996BC06E12	10	\$	646.91	\$ 6,469.10
				Subtotal		\$ 152,802.70
				Sales Tax		\$ -
				Total		\$ 541,359.85

Optional year pricing is not locked

Adobe has removed Stock from LGA, so those licenses are not included on the quote. The customer has access to unlimited standard Stock assets within their Creative Cloud licenses though.

T&C may apply

VIP# 7025E1991430AD528A6A

Anniversary: 06/25/26

Reseller agrees to pass through the links to the Terms set forth above to Customer in addition to any supplemental terms and conditions, including but not limited to the Adobe 'Attachment A', if contained within this quote, and to gain Customer's acceptance of such Terms by Customer including the reference to such terms in its contract or order with Reseller. Reseller shall ensure compliance before placing an order with Carahsoft. For all transactions containing Adobe supplemental terms and conditions, including but not limited to Attachment A, Reseller is required to provide Carahsoft, on or before placing an order with Carahsoft, all necessary redacted contract documentation to verify the required terms have been appropriately made binding on the Customer. This includes any unique License Metric or other Licensing Terms modifications expressly authorized and approved by Adobe. For all other transactions, Reseller will provide all necessary redacted contract documentation promptly upon request by Carahsoft. Carahsoft's quote to Reseller does not convey any right or permission for Reseller to add Adobe Products and Services to any Government contract vehicle. Reseller may not add any Adobe Products and Services to any Government contract vehicle without the direct and prior written consent of Adobe.

CONFIDENTIAL



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1741827

Doc Description: Adobe Software Products (81260009)

Reason for Modification:

Addendum No_1
Vendor Questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-07-29	2025-08-14 13:30	CRFQ 0803 DOT2600000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates,

State : CA

Country : United States

Zip : 90274

Principal Contact : Muhammad Khan

Vendor Contact Phone: 833-482-5683

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor

Signature X *Muhammad Khan*

FEIN# 46-3104792

DATE 8/12/2025

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 Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an opened contract to purchase new licenses for Adobe Software Products as well as future annual renewals for these licenses. 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 - new license	5.00000	EA	925.09	4625.45

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.1 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
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro DC - new licenses	30.00000	EA	130.22	3906.60

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new licenses

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
3	Adobe Stock(10 Assets) - new license	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.3 Adobe Stock (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
4	Adobe Photoshop CC - new licenses	4.00000	EA	384.33	1537.32

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.4 Adobe Photoshop CC - new licenses

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
5	Adobe Premiere Pro CC - new licenses	2.00000	EA	384.33	768.66

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new licenses

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
6	Adobe Creative Cloud All Apps - new license, Yr 2	5.00000	EA	1202.62	6013.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 2

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, Yr 2	30.00000	EA	169.29	5078.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new license, Year 2

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 (10 Assets) - new license, Yr 2	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 2

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, Yr 2	4.00000	EA	499.63	1998.52

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.4 Adobe Photoshop CC- new license, Year 2

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, Yr 2	2.00000	EA	499.63	999.26

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new license, Year 2

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
11	Adobe Creative Cloud All Apps - new license, Yr 3	5.00000	EA	1443.14	7215.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 3

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
12	Adobe Acrobat Pro DC - new license, Yr 3	30.00000	EA	203.15	6094.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new license. Year 3

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
13	Adobe Stock (10 Assets) - new license, Yr 3	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 3

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
14	Adobe Photoshop CC - new license. Yr 3	4.00000	EA	599.56	2398.24

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.4 Adobe Photoshop CC- new license, Year 3

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
15	Adobe Premiere Pro CC - new license, Yr 3	2.00000	EA	599.56	1199.12

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new license, Year 3

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
16	Adobe Creative Cloud All Apps - new license, Yr 4	5.00000	EA	1775.06	8875.30

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.1 Adobe Creative Cloud All Apps - New License, Year 4

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
17	Adobe Acrobat Pro DC - new license, Yr 4	30.00000	EA	249.87	7496.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.2 Adobe Acrobat Pro DC - new license. Year 4

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
18	Adobe Stock (10 Assets) - new license, Yr 4	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.3 Adobe Stock (10 Assets) - new license, Year 4

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
19	Adobe Photoshop CC - new license. Yr 4	4.00000	EA	737.46	2949.84

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.4 Adobe Photoshop CC- new license, Year 4

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
20	Adobe Premiere Pro CC - new license, Yr 4	2.00000	EA	737.46	1474.92

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.1.6.5 Adobe Premiere Pro CC - new license, Year 4

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
21	Adobe Creative Cloud All Apps - Renewal, Yr 2	30.00000	EA	1379.13	41373.90

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 2

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
22	Adobe Acrobat Pro DC - Renewal, Yr 2	425.00000	EA	194.13	82505.25

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 2

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
23	Adobe Stock (10 Assets) - Renewal, Yr 2	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 2

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
24	Adobe Photoshop CC - Renewal, Yr 2	10.00000	EA	572.97	5729.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 2

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
25	Adobe Premiere Pro CC - Renewal, Yr 2	10.00000	EA	572.97	5729.70

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 2

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
26	Adobe Creative Cloud All Apps - Renewal, Yr 3	30.00000	EA	1468.13	44043.90

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 3

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
27	Adobe Acrobat Pro DC - Renewal, Yr 3	425.00000	EA	206.66	87830.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 3

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
28	Adobe Stock (10 Assets) - Renewal, Yr 3	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 3

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
29	Adobe Photoshop CC - Renewal, Yr 3	10.00000	EA	609.94	6099.40

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 3

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
30	Adobe Premiere Pro CC - Renewal, Yr 3	10.00000	EA	609.94	6099.40

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 3

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
31	Adobe Creative Cloud All Apps - Renewal, Yr 4	30.00000	EA	1557.10	46713

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.1 Adobe Creative Cloud All Apps - renewal, Year 4

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
32	Adobe Acrobat Pro DC - Renewal, Yr 4	425.00000	EA	219.18	93151.50

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.2 Adobe Acrobat Pro DC - Renewal, Year 4

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
33	Adobe Stock (10 Assets) - Renewal, Yr 4	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.3 Adobe Stock (10 Assets) - Renewal, Year 4

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
34	Adobe Photoshop CC - Renewal, Yr 4	10.00000	EA	646.91	6469.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.4 Adobe Photoshop CC- Renewal, Year 4

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
35	Adobe Premiere Pro CC - Renewal, Yr 4	10.00000	EA	646.91	6469.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:

3.2.4.5 Adobe Premiere Pro CC - Renewal, Year 4

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-08-05

SOLICITATION NUMBER: CRFQ DOT2600000006

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000006 ("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 08/14/2025 @ 1:30 pm

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 DOT2500000006 - Adobe Products

Responses to Questions from Vendors

Question 1

Question: For this opportunity do you have an estimated upfront purchase qty?

Response 1

Response: Please review Exhibit A Pricing Page, which details the estimated purchase quantities for new licenses and renewals per year. The vendor should review thoroughly the solicitation documents: Exhibit B Specifications, Exhibit A Pricing Page and the WV Terms and Conditions.

Question 2

Also, for the following years will it be paid annually or upfront?

Response 2

Please review Exhibit B Specifications 5.2 Payment and WV Terms and Conditions 14. Payment in Arrears, both which state that software may be paid annually in advance.

CRFQ DOT2500000006 - Adobe Products

Responses to Questions from Vendors #2

Question 1

I wanted to follow up regarding your request for a multi-year Adobe quote.

Currently, your organization is on a VIP (Value Incentive Plan) account, which only allows for a 1-year renewal. Multi-year pricing is only available through an ETLA (Enterprise Term License Agreement).

If you're interested in moving to an ETLA, we'd be happy to coordinate this with Adobe. Please note that this would involve a meeting with Adobe to review your needs and determine eligibility.

Response 1

Response: No change to the VIP account is required since the RFQ requests pricing broken out for each (1) year term, not a multi year term.

To clarify, the RFQ contract term length is for 4 years.

As stated in both Exhibit B Specifications 5.2 Payment and WV Terms and Conditions 14, software can only be paid in advance annually.

WVDOT is not asking nor is able to pay for multi-year pricing as a lump sum.

WVDOT is asking for pricing for each year separately.

Vendors, as with previous solicitations, may need to estimate on their end the future year costs, taking into account CPI increases, etc.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000006

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 the 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 the 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.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

8/12/2025

Date

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

EXHIBIT A - PRICING PAGE

Open End Contract - Adobe Software Licenses

Unit Cost								
	Specification	Description	Quantity*	Year 1 Award - 6/24/26	Year 2 6/25/26 - 6/24/27	Year 3 6/25/27 - 6/24/28	Year 4 6/25/28 - 6/24/29	Extended Cost
NEW LICENSES	3.1.6.1	Adobe Creative Cloud All Apps- New License*	5	\$925.09	\$1,202.62	\$1,443.14	\$1,775.06	\$26,729.55
	3.1.6.2	Adobe Acrobat Pro DC - New License*	30	\$130.22	\$169.29	\$203.15	\$249.87	\$22,575.90
	3.1.6.3	Adobe Stock (10 Assets) - New License*	2					\$0.00
	3.1.6.4	Adobe Photoshop CC - New License*	4	\$384.33	\$499.63	\$599.56	\$737.46	\$8,883.92
	3.1.6.5	Adobe Premiere Pro CC - New License*	2	\$384.33	\$499.63	\$599.56	\$737.46	\$4,441.96
RENEWALS	3.2.4.1	Adobe Creative Cloud All Apps- Renewal*	30		\$1,379.13	\$1,468.13	\$1,557.10	\$132,130.80
	3.2.4.2	Adobe Acrobat Pro DC - Renewal*	425		\$194.13	\$206.66	\$219.18	\$263,487.25
	3.2.4.3	Adobe Stock (10 Assets) - Renewal*	5					\$0.00
	3.2.4.4	Adobe Photoshop CC - Renewal*	10		\$572.97	\$609.94	\$646.91	\$18,298.20
	3.2.4.5	Adobe Premiere Pro CC - Renewal*	10		\$572.97	\$609.94	\$646.91	\$18,298.20
TOTAL AMOUNT OF BID →								\$494,845.78
<p>* Quantities listed for licenses is an estimated purchase volume. The estimated purchase volume for licenses represents the approximate volume of anticipated purchases only.</p> <p>No future use of the Contract or any individual item is guaranteed or implied.</p> <p>If unable to provide pricing for future years, the vendor shall indicate this as a unit cost of "\$0" and provide comments accordingly.</p>								

Muhammad Khan
Vendor Signature

Comments:

Optional year pricing is not locked
Adobe has removed Stock from LGA, so those licenses are not included on the quote. The customer has access to unlimited standard Stock assets within their Creative Cloud licenses though.
T&C may apply
VIP# 7025E1991430A0528A6A
Anniversary: 06/25/26
Reseller agrees to pass through the links to the Terms set forth above to Customer in addition to any supplemental terms and conditions, including but not limited to the Adobe 'Attachment A', if contained within this quote, and to gain Customer's acceptance of such Terms by Customer including the

REQUEST FOR QUOTATION
Open End Contract for Adobe Software Licenses

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open end contract to purchase new licenses for Adobe Software Products as well as future annual renewals for these licenses. The term length for this contract will be four (4) years.
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:**

Mandatory Contract Item Requirements: The Vendor shall provide the 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 **Open End Contract Pricing for New Licenses for Adobe Products.**
 - 3.1.1 Effective term for each license is up to one (1) year with an end date of June 24th to ensure all the Agency’s owned licenses are coterminous.
 - 3.1.2 WVDOT VIP# 7025E1991430AD528A6A
 - 3.1.3 New License Contract Pricing shall be quoted for four (4) successive years.
 - 3.1.3.1 Year 1: contract award date – 6/24/2026
 - 3.1.3.2 Year 2: 06/25/2026 – 06/24/2027
 - 3.1.3.3 Year 3: 06/25/2027 – 06/24/2028
 - 3.1.3.4 Year 4: 06/25/2028 – 06/24/2029
 - 3.1.4 If the Vendor is unable to provide contract pricing for future year(s), this must be indicated by the vendor on the Pricing Page.
 - 3.1.5 Should new licenses be purchased and the term be less than 9 months, the vendor shall prorate the costs accordingly.

REQUEST FOR QUOTATION
Open End Contract for Adobe Software Licenses

3.1.6 Adobe Software Products included:

- 3.1.6.1** Adobe Creative Cloud All Apps
- 3.1.6.2** Adobe Acrobat Pro
- 3.1.6.3** Adobe Stock
- 3.1.6.4** Adobe Photoshop CC
- 3.1.6.5** Adobe Premiere Pro CC

3.2 Open End Contract Pricing for future annual renewals of WVDOT Owned Licenses.

3.2.1 Renewal services dates shall be a one (1) year term, starting on June 25th of a given year and ending June 24th of the following year.

3.2.2 Future Renewal Contract Pricing shall be quoted for three (3) successive years.

- 3.2.2.1** Year 2: 06/25/2026 – 06/24/2027
- 3.2.2.2** Year 3: 06/25/2027 – 06/24/2028
- 3.2.2.3** Year 4: 06/25/2028 – 06/24/2029

3.2.3 If the Vendor is unable to provide pricing for future renewal year(s), this must be indicated by the vendor on the Pricing Page.

3.2.4 Adobe Software Products included:

- 3.2.4.1** Adobe Creative Cloud All Apps
- 3.2.4.2** Adobe Acrobat Pro
- 3.2.4.3** Adobe Stock
- 3.2.4.4** Adobe Photoshop CC
- 3.2.4.5** Adobe Premiere Pro CC

3.3 Alternate Bids

3.3.1 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and is not intended to limit or restrict competition.

3.3.2 To receive full consideration, sufficient descriptive literature and/or samples of alternate items should be included with the bid submission to allow for a complete evaluation. If not able to include the literature with the bid, the vendor must submit all literature required within (3) Three working days after the date in which the vendor's bid was submitted.

3.3.3 Should a vendor submit an alternate bid that meets or exceeds the specifications, the vendor will be required to assume any cost for migration, training, and implementation associated if awarded.

REQUEST FOR QUOTATION
Open End Contract for Adobe Software Licenses

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 Page.

4.2. Pricing Page:

- 4.2.1** Vendor shall complete the Pricing Pages by completing the cost table included as Exhibit A. Vendor shall complete the Pricing Page in their entirety as failure to do so will result in Vendor's bids being disqualified.
- 4.2.2** If unable to provide pricing for future year(s), the vendor must indicate this by entering a unit cost of "\$0" the Pricing Page and provide comments accordingly.
- 4.2.3** 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.
- 4.2.4** Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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.

- 5.2.1** Per WV Terms and Conditions, Section 14, payments for software maintenance, licenses, or subscriptions may be paid annually in advance. The vendor shall invoice the Agency for any licenses purchased accordingly.

REQUEST FOR QUOTATION
Open End Contract for Adobe Software Licenses

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within five (5) 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.
- 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.

REQUEST FOR QUOTATION
Open End Contract for Adobe Software Licenses

- 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 the 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.
- 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 the contact information below.

Contract Manager: Muhammad Khan

Telephone Number: 833-482-5683

Fax Number: 323-978-6928

Email Address: vcloud@vcloudtech.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 from _____ award date through 06/24/2026. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Muhammad Khan (CEO)

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

(Phone Number) / (Fax Number) 323-978-6928

(email address) vcloud@vcloudtech.com

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

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

vCloud Tech Inc.

(Company)

Muhammad Khan

(Signature of Authorized Representative)

Muhammad Khan (CEO) 8/12/2025

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

833-482-5683 323-978-6928

(Phone Number) (Fax Number)

vcloud@vcloudtech.com

(Email Address)