



State of West Virginia  
Agency Request for Quote  
Highways

Proc Folder: 1422646			Reason for Modification:
Doc Description: Adobe Software Products			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-04	2024-05-21 14:30	ARFQ 0803 DOT2400000083	1

**BID RECEIVING LOCATION**

PROCUREMENT DIVISION  
DIVISION OF HIGHWAYS  
BLDG 6 RM 340A  
1900 KANAWHA BLVD E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Customer Code:  
Vendor Name : New Tech Solutions, Inc.  
Address :  
Street : 4179 Business Center Drive  
City : Fremont  
State : CA  
Country : USA  
Principal Contact : Anita Vasantry  
Vendor Contact Phone: 510-353-4070  
Extension: 327

**DISQUALIFIED**

Date Received: 5/22/24  
Buyer: Dusty Smith Custody Smith  
Witnessed By: Jana Wofford  
Reason: Late

**FOR INFORMATION CONTACT THE BUYER**

Dusty J Smith  
304-414-6859  
dusty.j.smith@wv.gov

Vendor Signature X FEIN# DATE

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

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT Adobe Software Products PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@wv.gov PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

\*\*\*\*\*NOTICE\*\*\*\*\*  
 WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION

THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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

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

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

CHARLESTON WV  
 US

CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Adobe Creative Cloud All Apps - Renewal	0.00000	EA	\$924.22	\$16,635.96

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**

Adobe Creative Cloud All Apps - Renewal

INVOICE TO	SHIP TO
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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 - Renewal	0.00000	EA	\$157.97	\$50,234.46

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
 Adobe Acrobat Pro - Renewal

INVOICE TO	SHIP TO
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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
3	Adobe Stock - Renewal	0.00000	EA	\$309.01	\$927.03

Comm Code	Manufacturer	Specification	Model #
43232100			

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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
4	Adobe Photoshop CC - Renewal	0.00000	EA	\$404.25	\$2,425.50

Comm Code	Manufacturer	Specification	Model #
43232100			

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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
5	Adobe Premiere Pro CC - Renewal	0.00000	EA	\$404.25	\$3,234.00

Comm Code	Manufacturer	Specification	Model #
43232100			

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

INVOICE TO	SHIP TO
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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
6	Adobe Creative Cloud All Apps - new license	0.00000	EA	\$924.22	\$4,621.10

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
 Adobe Creative Cloud All Apps - new license

INVOICE TO	SHIP TO
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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
7	Adobe Acrobat Pro - new license	0.00000	EA	\$157.97	\$3,159.40

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
 Adobe Acrobat Pro - new license

INVOICE TO	SHIP TO
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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
8	Adobe Stock - new license	0.00000	EA	\$309.01	\$1,545.05

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
 Adobe Stock (10 Assets) - new license

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION  
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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
9	Adobe Photoshop CC - new license	0.00000	EA	\$404.25	\$2,021.25

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
 Adobe Photoshop CC - new license

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

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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
10	Adobe Premiere Pro CC - new license	0.00000	EA	\$404.25	\$2,021.25

Comm Code	Manufacturer	Specification	Model #
43232100			

**Extended Description:**  
Adobe Premiere Pro CC - new license

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 10:00am	2024-05-10

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

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

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

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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



Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: 05/10/2024 due by 10am

Submit Questions to:

dotprocurementtechques@wv.gov

Email: dotprocurementtechques@wv.gov

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Adobe Software Products

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2400000083

BID OPENING DATE: 05/21/2024

BID OPENING TIME: 2:30pm

FAX NUMBER: 304-558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

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

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

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

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

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

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

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

**11A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

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

**15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

**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:** This Contract becomes effective on award date and the initial contract term extends until (1) one year upon award.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 (4) Four 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.

**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 and Agency.

**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 maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**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 a 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 below must be provided to the Agency by the Vendor as specified below.

**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 on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not 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. 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.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency 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.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**20A. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. 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](http://www.state.wv.us/admin/purchase/privacy).

**30. 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.

**31. 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. 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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, that neither vendor nor any related party owe a debt as defined above and that neither 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.

**37. 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.

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

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

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

**39. 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.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

d. 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.

**41. 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.

**42. 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.

**43. 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.

**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.**

Anita Vasantry, Program manager  
 \_\_\_\_\_  
**(Printed Name and Title)**  
 4179 Business Center Drive Fremont, CA 94538  
 \_\_\_\_\_  
**(Address)**  
 510-353-4070 ext.327 / 510-353-4076  
 \_\_\_\_\_  
**(Phone Number) / (Fax Number)**  
 anita@ntsca.com  
 \_\_\_\_\_  
**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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.

New Tech Solutions, Inc.  
 \_\_\_\_\_  
 (Company)  
**Anita Vasantry**  
 \_\_\_\_\_  
 (Signature of Authorized Representative)

Anita Vasantry, Program Manager  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

5/21/24  
 \_\_\_\_\_  
 (Date)

510-353-4070 ext.327 / 510-353-4076  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)



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

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish an open-end contract to purchase new licenses for Adobe products as well as the renewals for the Agency's currently owned licenses: Adobe Creative Cloud All Apps, Acrobat Pro, Photoshop CC, Premiere Pro CC and Adobe Stock.

The initial term for this contract will be (1) one year with (4) four optional successive renewal 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 Renewal of WVDOT Currently Owned Licenses.** Effective services dates for the renewal: (1) one year term, June 25, 2024–June 24, 2025.

VIP# 7025E1991430AD528A6A.

- 3.1.1** Adobe Creative Cloud All Apps - Quantity (18) Eighteen  
**3.1.2** Adobe Acrobat Pro - Quantity (318) Three hundred-eighteen  
**3.1.3** Adobe Stock - Quantity (3) Three  
**3.1.4** Adobe Photoshop CC - Quantity (6) Six  
**3.1.5** Adobe Premiere Pro CC - Quantity (8) Eight

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

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**3.2 Open End Contract pricing for New Licenses for Adobe Products.** Effective term is up to one (1) year, with coterminous end date with existing licenses of June 24, 2025. Should new licenses be purchased, and the term be less than 9 months, the vendor shall prorate the costs accordingly.

**3.2.1** Adobe Creative Cloud All Apps

**3.2.2** Adobe Acrobat Pro

**3.2.3** Adobe Stock

**3.2.4** Adobe Photoshop CC

**3.2.5** 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 migration, training, and implementation costs associated if awarded.

**4. CONTRACT AWARD:**

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

**4.2. Pricing Pages:**

**4.2.1** Vendor must complete the Pricing Pages by completing the cost table included as Exhibit A. Vendor shall complete the Pricing Pages in their entirety as failure to do so will result in Vendor's bids being disqualified.

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

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- 4.2.2 If unable to provide pricing for renewal years, please indicate this on the Pricing Page.
- 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.

**6. DELIVERY AND RETURN:**

- 6.1 **Shipment and Delivery:** Vendor shall deliver the Contract Items within ten (10) working days after being awarded this Contract and receiving a purchase order or notice to proceed.
- 6.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.  
  
Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

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

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- 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.
  - 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.

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

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- 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 his or her contact information below.

**Contract Manager:** Rajesh Patel

**Telephone Number:** 510-353-4070 ext.307

**Fax Number:** 510-353-4076

**Email Address:** rajesh@ntsca.com

**EXHIBIT A - PRICING PAGE**

Total Software License Renewals and Open End Pricing for New Licenses  
 LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV, 25305

Contract Item Number	Description	Quantity*	Unit Cost				Extended Cost
			Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
<b>EXISTING LICENSES</b>							
3.1.1	Adobe Creative Cloud All Apps Renewal of Existing Licenses	18	\$18,636.96				\$0.00
3.1.2	Adobe Acrobat Pro Renewal of Existing Licenses	318	\$50,234.46				\$0.00
3.1.3	Adobe Stock Renewal of Existing License	3	\$927.09				\$0.00
3.1.4	Adobe Photoshop CC Renewal of Existing Licenses	6	\$2,425.50				\$0.00
3.1.5	Adobe Premiere Pro CC Renewal of Existing Licenses	8	\$3,234.00				\$0.00
<b>NEW LICENSES</b>							
3.2.1	Adobe Creative Cloud All Apps- New License*	5	\$4,821.10				\$0.00
3.2.2	Adobe Acrobat Pro DC - New License*	20	\$3,159.40				\$0.00
3.2.3	Adobe Stock - New License*	5	\$1,545.05				\$0.00
3.2.4	Adobe Photoshop CC - New License*	5	\$2,021.25				\$0.00
3.2.5	Adobe Premiere Pro CC - New License*	5	\$2,021.25				\$0.00
<b>TL AMOUNT OF BID →</b>							<b>\$0.00</b>
<p>* Quantity listed for new licenses is an estimated purchase volume. The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.</p> <p>Optional - Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</p>							

*Anita Vasantrai*

Vendor Signature

Comments:



OPEN MARKET Contract Number: Exp Date:

Federal Tax ID#: 94-328-4685 Duns#: 020149303-SAM UEID#: XK11LLUL61A7 Cage Code: 1QN24

Quotation For - Solicitation Number: ARFQ-0803-DOT2400000083-1

Quote Date: 05/21/2024

Title: Adobe Software Products

Quoted By: Victor Kohli

NTS Quote No.: 24028551

Price Valid Up To: 30 Days

Payment Terms: Net 30

Delivery Time: 30 Days ARO

Quoted To: Dusty Smith  
Email: dusty.j.smith@wv.gov  
Tel: 304-414-6859

Contract Related POC:  
Anita Vasantry  
Tel: 510-353-4070 ext 327  
Email: anita@ntsca.com

Quoted By:  
Victor Kohli  
Tel: 510-353-4070 ext 303  
Email: victor@ntsca.com

Base Year

CLIN	Mfr Part # / Manufacturer / Description	Qty	Sale Price	Ext Price
1	Mfr Part #: 2R1-3281-L6-79BC06D12 CLIN #: 2R1-3281-L6-79BC06D12-1 Adobe Systems, Inc. Adobe Creative Cloud for enterprise All Apps, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999, v3 (VIP # Req.) 12 Month Term	18	\$924.22	\$16,635.96
2	Mfr Part #: 2R1-3212-L6-70BC06A12 CLIN #: 2R1-3212-L6-70BC06A12-1 Adobe Systems, Inc. Adobe Acrobat Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term	318	\$157.97	\$50,234.46
3	Mfr Part #: 2R1-3260-L6-93BC06A12 CLIN #: 2R1-3260-L6-93BC06A12-1 Adobe Systems, Inc. Adobe Adobe Stock for teams (Small), Subscription Renewal, Monthly, Team 10 assets per month, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month Term	3	\$309.01	\$927.03
4	Mfr Part #: 2R1-3207-L6-41BC06D12 CLIN #: 2R1-3207-L6-41BC06D12-1 Adobe Systems, Inc. Adobe Photoshop for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999, v3 (VIP # Req.) 12 Month Term	6	\$404.25	\$2,425.50
5	Mfr Part #: 2R1-3220-L6-46BC06D12 CLIN #: 2R1-3220-L6-46BC06D12-1 Adobe Systems, Inc. Adobe Premiere Pro for enterprise, Subscription Renewal, Monthly, 1 User, Large Government Agencies - Level 6 100-999, v3 (VIP # Req.) 12 Month Term	8	\$404.25	\$3,234.00
6	Mfr Part #: 210-3281-L6-81BC06D12 CLIN #: 210-3281-L6-81BC06D12-1 Adobe Systems, Inc. Adobe Creative Cloud for enterprise All Apps, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999, v3 (VIP # Req.) 12 Month Term **PRORATED FOR 12 MONTHS**	5	\$924.22	\$4,621.10
7	Mfr Part #: 210-3212-L6-13BC06A12 CLIN #: 210-3212-L6-13BC06A12-1 Adobe Systems, Inc. Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100-999 (VIP # Req.) 12 Month	20	\$157.97	\$3,159.40



	Term <b>**PRORATED FOR 12 MONTHS**</b>			
8	Mfr Part #:210-3260-L6-00BC06A12 CLIN #:210-3260-L6-00BC06A12-1 <i>Adobe Systems, Inc.</i> Adobe Adobe Stock for teams (Small), Subscription New, Monthly, Team 10 assets per month, 1 User, Large Government Agencies - Level 6 100- 999 (VIP # Req.) 12 Month Term <b>**PRORATED FOR 12 MONTHS**</b>	5	\$309.01	\$1,545.05
9	Mfr Part #:210-3207-L6-40BC06D12 CLIN #:210-3207-L6-40BC06D12-1 <i>Adobe Systems, Inc.</i> Adobe Photoshop for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100 -999, v3 (VIP # Req.) 12 Month Term <b>**PRORATED FOR 12 MONTHS**</b>	5	\$404.25	\$2,021.25
10	Mfr Part #:210-3220-L6-48BC06D12 CLIN #:210-3220-L6-48BC06D12-1 <i>Adobe Systems, Inc.</i> Adobe Premiere Pro for enterprise, Subscription New, Monthly, 1 User, Large Government Agencies - Level 6 100 -999, v3 (VIP # Req.) 12 Month Term <b>**PRORATED FOR 12 MONTHS**</b>	5	\$404.25	\$2,021.25
<b>Sub Total :</b>				<b>\$86,825.00</b>

**TOTAL : \$86,825.00**

**FOB Destination:Yes**  
**Warranty: Standard Manufacturer Warranty**

**Price Valid Upto: 30 Days**  
**Delivery Time: 30 Days ARO**  
**Payment Terms: Net 30**

<b>Address Purchase Orders to: New Tech Solutions Inc. 4179 Business Center Dr. Fremont, CA 94538</b>	
Federal Tax ID#: 94-328-4685 Duns#: 020149303 SAM UEID#: XK11LLUL61A7 Cage Code: 1QN24 Business Size: Small Minority Owned Business STATE OF INCORPORATION: CALIFORNIA ERATE SPIN NUMBER : 143030241	Registered in SAM System and status is ACTIVE Registered in WAWF and we accept Invoice in WAWF System Offeror Reps and Certs are available Online in SAM System
<b>Remit To:</b>	
<b>PAYMENT BY EFT</b> BANK ACH/EFT/WIRE INFORMATION UNION BANK, SAN FRANCISCO CA 94104 Bank Routing # 021052053 ACCT# 40783446	<b>PAYMENT BY CHECK</b> NEW TECH SOLUTIONS INC 4179 Business Center Drive FREMONT CA 94538 Phone: 510-353-4070 Fax: 510-353-4076
<b>4179 Business Center Drive, Fremont ,CA 94538 Phone: 1-510-353-4070 Fax: 1-510-353-4076 www.ntsca.com</b>	



**EXHIBIT A**  
**VALUE INCENTIVE PLAN FOR LARGE GOVERNMENT AGENCIES**  
**AGREEMENT**

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

**1. Program Description.**

**1.1 General and Program Term.** The LGA Program is a flexible licensing program designed to allow Government Entities to manage and deploy Product licenses purchased through the Program. The VIP Program is a membership program based on an annual product renewal period as further defined in Section 3.4 of this Agreement. The LGA program is a special variation (a sub-program) of Adobe's VIP program just for large Government Entities that initially license at least 100 Products. References to Adobe's VIP program, will include and apply to LGA, unless there is a conflict in the LGA Program, in which case LGA terms will control. Member is required to accept the online VIP terms. Once Member agrees to these LGA terms, however, these LGA terms will supersede and replace the online VIP terms. Once the organization accepts these terms and enrolls in a membership through the VIP online user interface, the organization will be a member of the Program ("Member") until the earliest of when (a) Adobe terminates the Program, or (b) this Agreement terminates. If Member is already an existing LGA Member, these terms supersede and replace Member's prior LGA Agreement. This LGA Agreement governs all of Member's LGA Products. Member's participation is subject to the terms of the VIP program guide, which may be updated from time to time and is available at [www.adobe.com/go/vip\\_program\\_guide\\_en](http://www.adobe.com/go/vip_program_guide_en) ("Program Guide"). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion.

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

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

**1.4 LGA Program Products.** LGA is designed to offer Adobe's enterprise Products to Government Entities. Adobe non-enterprise Products may be available in the Admin Console, however, LGA Members may not order or use

such Products. For a complete list of Products available through the LGA Program, Member shall contact its Account Manager. All Products purchased through the Program are solely for use within Member's own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1 and/or the Program Guide, if applicable. Certain offerings may be available for license by purchasing Consumables, as described in the Program Guide.

## **2. Participation.**

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

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

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

## **3. Ordering, Pricing, and Fulfillment.**

**3.1 Ordering; Pricing; LGA Level.** Member shall place Product orders with their Account Manager within thirty (30) days after the Purchase Authorization Date, with payment being calculated from the Purchase Authorization Date. Purchase Authorization Date means the date the Purchase Authorization is created, or if no Purchase Authorization is created, then the date of order. Matters such as price, delivery, and payment terms must be agreed between Member and Member's Account Manager. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is direct with Adobe. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager. Member's initial LGA level is based on the number of initial licenses Member purchases. Member's order will fall if Member does not purchase the minimum number of licenses required for Member's LGA level within 15 days after Member's initial order or Anniversary Date. Subsequent year LGA levels will be set as described for Select levels in the VIP Program Guide. LGA Members may not participate in VIP three-year commit amendment. A VIP three-year commit amendment applies only for the standard Adobe VIP Program, and any acceptance of the standard VIP three-year commit is void for an LGA customer.

**3.2 Access and Fulfillment.** Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Admin Console. Member will have thirty (30) days from the Purchase Authorization Date to place a corresponding order. A Purchase Authorization may be created when Member adds Products through the Admin Console.

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

## **3.4 Agreement Anniversary Date, Subscription Period, and Renewals.**

**3.4.1 Anniversary Date.** Unless otherwise communicated by Adobe, Member's Anniversary Date is the day twelve months after either Adobe accepts Member's initial order or, if earlier, Member's initial Purchase Authorization Date ("Anniversary Date").

**3.4.2 Subscription Period.** The Subscription Period means the period that a Member may use Products and any related services and includes the initial Subscription Period and any renewal Subscription Period. The Initial Subscription Period means the period that begins on Member's first Purchase Authorization Date and ends the day prior to the Anniversary Date. If Member renews, then a renewal Subscription Period will begin on the Anniversary Date and continue until the day prior to the next Anniversary Date. Use of subscription Products and any related services co-terminates on the last day of the Subscription Period. Consumables must be used within a single Subscription Period. Additional information may be found in the Program Guide.

**3.4.3 Subscription Renewals.** Adobe will use reasonable efforts to notify Member prior to subscription termination. Member must renew subscriptions prior to the Anniversary Date in order to ensure uninterrupted use of Product. Renewal orders may be placed before the Anniversary Date; however, early renewal does not change the Anniversary Date.

**3.5 Upgrade Protection.** Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the Program as long as the Product subscription is paid and active at the time Adobe makes the new version of the Product commercially available.

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

#### **4. Miscellaneous.**

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

**4.2 License Compliance.** Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two (2) years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on thirty (30) days written notice, subject to facility access requirements as set forth by Member. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within thirty (30) days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall either purchase the necessary licenses within thirty (30) days after being so notified or immediately discontinue usage and compensate Adobe for fair usage of such licenses in accordance with applicable government contract law and regulation. This Section 4.2 shall survive termination of the Agreement for a period of two (2) years.

**4.3 Use of Information.** Adobe may use information about Member, including name and contact information, for fulfilling obligations under the Agreement. For more information, please see the Adobe Privacy Center ([adobe.com/privacy](https://adobe.com/privacy)).

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

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

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

## **5. Additional Terms for LGA**

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

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

**5.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Items):** The Products, provided under this Agreement are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial

Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

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

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

5.4.2 TOU Section 8.2 (Indemnification) shall begin with "To the extent permitted by applicable law,"

5.4.3 TOU Section 14.1 (Process)—the second sentence regarding arbitration is deleted.

5.4.4 TOU Section 14.2 (Rules) is deleted.

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

5.6 Adobe will provide support services for the Products as described at [http://www.adobe.com/go/supportpolicies\\_terms](http://www.adobe.com/go/supportpolicies_terms).

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





Smith, Dusty J <dusty.j.smith@wv.gov>

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**FW: NTS Quote Number: 24028551 and Solicitation Number: ARFQ-0803-DOT2400000083-1 and Title: Adobe Software Products**

1 message

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**Maria Bandoma** <Maria@ntsca.com>

Tue, May 21, 2024 at 6:45 PM

To: "dusty.j.smith@wv.gov" <dusty.j.smith@wv.gov>

Cc: Brianna Nicole <bnicole@ntsca.com>, Anita Vasantry <anita@ntsca.com>, Victor Kohli <victor@ntsca.com>

Hello Dusty,

My apologies for the delay we were having some issues with the website, we will send this via fax. Please let me know if you have received it?

Thanks,

Maria Bandoma

New Tech Solutions, Inc.

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**From:** Smith, Dusty J <dusty.j.smith@wv.gov>

**Sent:** Tuesday, May 21, 2024 10:56 AM

**To:** Anita Vasantry <anita@ntsca.com>

**Cc:** Brianna Nicole <bnicole@ntsca.com>; Victor Kohli <victor@ntsca.com>

**Subject:** Re: NTS Quote Number: 24028551 and Solicitation Number: ARFQ-0803-DOT2400000083-1 and Title: Adobe Software Products

You don't often get email from [dusty.j.smith@wv.gov](mailto:dusty.j.smith@wv.gov). [Learn why this is important](#)

We can not accept emails bids you must send through OASIS or fax the bids in 304.558.0047

Thank you,

Mrs. Dusty Smith

Assistant Procurement Officer

304.414.6859





\*\*\*Any new Procurement information that has NOT been submitted to [DOTPROCUREMENT@WV.GOV](mailto:DOTPROCUREMENT@WV.GOV) is NOT in tracking. If it is not in tracking we are unable to process it.\*\*\*

On Tue, May 21, 2024 at 12:57 PM Anita Vasantrai <[anita@ntsca.com](mailto:anita@ntsca.com)> wrote:

Dear Officer,

Please see NTS Quote Number: 24028551 and Solicitation Number: ARFQ-0803-DOT2400000083-1 and Title: Adobe Software Products

Please acknowledge receipt of this quote and let us know if you have any questions. We look forward to hearing your feedback.

Thanks,  
Anita Vasantrai  
New Tech Solutions, Inc  
[4179 Business Center Drive](#)  
Fremont, CA 94538  
Phone: 510 353 4070 X:327  
Fax: (510) 353-4076  
Email: [anita@ntsca.com](mailto:anita@ntsca.com)  
eStore:[www.ntsgov.com](http://www.ntsgov.com)  
Site :[www.ntsca.com](http://www.ntsca.com)

Ordering Options:Tel: 510 353 4070 (639-8324)  
Fax: Fax Request for Quotes (RFQ) or Request for Information (RFI) to: 510-353-4076  
Email: Email Request for Quote (RFQ) or Request for Information (RFI) to: [anita@ntsca.com](mailto:anita@ntsca.com)  
Minority Owned Small Business.

