



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1422646
Solicitation Description: Addendum 1: Adobe Software Products
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-21 14:30	SR 0803 ESR05162400000007144	1

VENDOR
 VS0000019861
 NEXTROW INC

Solicitation Number: ARFQ 0803 DOT2400000083
Total Bid: 0
Response Date: 2024-05-16
Response Time: 14:09:30
Comments:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Adobe Creative Cloud All Apps - Renewal	0.00000	EA	919.670000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Creative Cloud All Apps - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Adobe Acrobat Pro - Renewal	0.00000	EA	157.200000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Acrobat Pro - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Adobe Stock - Renewal	0.00000	EA	307.480000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Stock(10 Assets) - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Adobe Photoshop CC - Renewal	0.00000	EA	402.260000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Photoshop CC - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Adobe Premiere Pro CC - Renewal	0.00000	EA	402.260000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Premiere Pro CC - Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Adobe Creative Cloud All Apps - new license	0.00000	EA	919.670000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Creative Cloud All Apps - new license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Adobe Acrobat Pro - new license	0.00000	EA	157.200000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Acrobat Pro - new license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Adobe Stock - new license	0.00000	EA	307.480000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Stock (10 Assets) - new license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Adobe Photoshop CC - new license	0.00000	EA	402.260000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Photoshop CC - new license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Adobe Premiere Pro CC - new license	0.00000	EA	402.260000	0.00

Comm Code	Manufacturer	Specification	Model #
43232100			

Commodity Line Comments:

Extended Description:

Adobe Premiere Pro CC - new license



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1422646		Reason for Modification:	
Doc Description: Addendum 1: Adobe Software Products		Addendum 1	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-09	2024-05-21 14:30	ARFQ 0803 DOT2400000083	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000019861
Vendor Name : NextRow Inc.
Address : 1450 American Lane, Suite 1050
Street :
City : Schaumburg
State : IL **Country :** US **Zip :** 60173
Principal Contact : Kiran Kumar Ranga
Vendor Contact Phone: 847-592-2929 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 26-2701048 **DATE** 05/16/2024

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reason:

- 1. To attach vendor questions and the responses

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Adobe Creative Cloud All Apps - Renewal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
Adobe Creative Cloud All Apps - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro - Renewal	0.00000	EA		

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		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Stock(10 Assets) - 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
4	Adobe Photoshop CC - Renewal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Photoshop CC - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Adobe Premiere Pro CC - Renewal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
Adobe Premiere Pro CC - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Creative Cloud All Apps - new license	0.00000	EA		

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		

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		

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
 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
9	Adobe Photoshop CC - new license	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Photoshop CC - 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
10	Adobe Premiere Pro CC - new license	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Premiere Pro CC - new license

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am	2024-05-10

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ARFQ DOT24*83 Adobe Software Products

Question 1 – Would you kindly provide your Adobe end user's VIP agreement number for the aforementioned request.

Answer 1 – The VIP number was provided in Specifications 3.1.

Question 2 – What kind of Adobe Stock license are you looking for?

Adobe Stock Small has 10 assets

Adobe Stock Large has 750 assets

Adobe Stock Other has 40 assets

Answer 2 – Adobe Stock - with 10 assets.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

NextRow Inc.

Company



Authorized Signature

05/16/2024

Date

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

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.

Kiran Kumar Ranga, President

(Printed Name and Title)

1450 American Lane, Suite 1050, Schaumburg, IL 60173

(Address)

847-592-2929 / 847-464-8091

(Phone Number) / (Fax Number)

kranga@nextrow.com

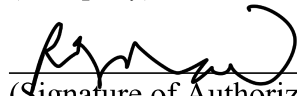
(E-mail address)

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.

NextRow Inc.

(Company)



(Signature of Authorized Representative)

Kiran Kumar Ranga, President

(Printed Name and Title of Authorized Representative)

05/16/2024

(Date)

847-592-2929, 847-464-8091

(Phone Number) (Fax Number)

Revised 8/24/2023

EXHIBIT A - PRICING PAGE

Total Software License Renewals and Open End Pricing for New Licenses							
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305							
			Unit Cost				
Contract Item Number	Description	Quantity*	Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Extended Cost
EXISTING LICENSES							
3.1.1.	Adobe Creative Cloud All Apps Renewal of Existing Licenses	18	\$919.67				\$16,553.99
3.1.2	Adobe Acrobat Pro Renewal of Existing Licenses	318	\$157.20				\$49,988.33
3.1.3	Adobe Stock Renewal of Existing License	3	\$307.48				\$922.45
3.1.4	Adobe Photoshop CC Renewal of Existing Licenses	6	\$402.26				\$2,413.58
3.1.5	Adobe Premiere Pro CC Renewal of Existing Licenses	8	\$402.26				\$3,218.10
NEW LICENSES							
3.2.1	Adobe Creative Cloud All Apps- New License*	5	\$919.67				\$4,598.33
3.2.2	Adobe Acrobat Pro DC - New License*	20	\$157.20				\$3,143.92
3.2.3	Adobe Stock - New License*	5	\$307.48				\$1,537.42
3.2.4	Adobe Photoshop CC - New License*	5	\$402.26				\$2,011.32
3.2.5	Adobe Premiere Pro CC - New License*	5	\$402.26				\$2,011.32
TL AMOUNT OF BID →							\$86,398.75
<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>							

Kiran Kumar Ranga

Vendor Signature

Comments:

This is for VIP/LGA, so there are no option year price, pricing is subject to change.



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1422646		Reason for Modification:	
Doc Description: Addendum 1: Adobe Software Products		Addendum 1	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-09	2024-05-21 14:30	ARFQ 0803 DOT2400000083	2


BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000019861
Vendor Name : NextRow Inc.
Address : 1450 American Lane, Suite 1050
Street :
City : Schaumburg
State : IL **Country :** US **Zip :** 60173
Principal Contact : Kiran Kumar Ranga
Vendor Contact Phone: 847-592-2929 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 304-414-6859
 dusty.j.smith@wv.gov

Vendor Signature X  **FEIN#** 26-2701048 **DATE** 05/16/2024

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reason:

- 1. To attach vendor questions and the responses

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Adobe Creative Cloud All Apps - Renewal	18	EA	\$919.67	\$16,553.99

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
Adobe Creative Cloud All Apps - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Adobe Acrobat Pro - Renewal	318	EA	\$157.20	\$49,988.33

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	3	EA	\$307.48	\$922.45

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Stock(10 Assets) - 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
4	Adobe Photoshop CC - Renewal	6	EA	\$402.26	\$2,413.58

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Photoshop CC - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Adobe Premiere Pro CC - Renewal	8	EA	\$402.26	\$3,218.10

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
Adobe Premiere Pro CC - Renewal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Adobe Creative Cloud All Apps - new license	5	EA	\$919.67	\$4,598.33

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
Adobe Creative Cloud All Apps - new license

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
7	Adobe Acrobat Pro - new license	20	EA	\$157.20	\$3,143.92

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	5	EA	\$307.48	\$1,537.42

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
 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
9	Adobe Photoshop CC - new license	5	EA	\$402.26	\$2,011.32

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Photoshop CC - new license

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
10	Adobe Premiere Pro CC - new license	5	EA	\$402.26	\$2,011.32

Comm Code	Manufacturer	Specification	Model #
43232100			

Extended Description:
 Adobe Premiere Pro CC - new license

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am	2024-05-10

	Document Phase	Document Description	Page
DOT240000083	Final	Addendum 1: Adobe Software Products	7

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION

Open End Contract for Adobe Products and Current License Renewals

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish an open-end contract to purchase new licenses for Adobe products 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

- 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.

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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.

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.

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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 online.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within ten (10) working days after being awarded this Contract and receiving a purchase order or notice to proceed.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned

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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.

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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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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	
EXISTING LICENSES							
3.1.1.	Adobe Creative Cloud All Apps Renewal of Existing Licenses	18	\$919.67				\$16,553.99
3.1.2	Adobe Acrobat Pro Renewal of Existing Licenses	318	\$157.20				\$49,988.33
3.1.3	Adobe Stock Renewal of Existing License	3	\$307.48				\$922.45
3.1.4	Adobe Photoshop CC Renewal of Existing Licenses	6	\$402.26				\$2,413.58
3.1.5	Adobe Premiere Pro CC Renewal of Existing Licenses	8	\$402.26				\$3,218.10
NEW LICENSES							
3.2.1	Adobe Creative Cloud All Apps- New License*	5	\$919.67				\$4,598.33
3.2.2	Adobe Acrobat Pro DC - New License*	20	\$157.20				\$3,143.92
3.2.3	Adobe Stock - New License*	5	\$307.48				\$1,537.42
3.2.4	Adobe Photoshop CC - New License*	5	\$402.26				\$2,011.32
3.2.5	Adobe Premiere Pro CC - New License*	5	\$402.26				\$2,011.32
TL AMOUNT OF BID->							\$86,398.75
<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>							



Vendor Signature

Comments: