



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 10-146**

For

Adobe Software Licensing

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Adobe Software Licensing**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and two (2) signed copies of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 10-146 Adobe Software Licensing**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301 prior to the bid opening.

Bid opening will be on 8/2/2010 at 10:00 AM , in **Room 537** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at rhooker@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
rhooker@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **07/29/2010**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be sent to all known bidders and placed on the County's website in the form of an addendum, if deemed necessary.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit three (3) signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When

payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

BID SPECIFICATIONS

St. Charles County Government is seeking bids for **Adobe Software Licensing** to support its various departments. St. Charles County Government is currently enrolled in Adobe's Transaction Licensing Plan. All warranties must be included in the price. The county reserves the right to accept any, all or none of the vendor offerings to this RFP.

The county requests pricing for the following list of New Adobe Software Licensing.

New Adobe Software Licensing and Maintenance

Software Title	Estimated Quantity	Cost Per License	1 Year Maintenance Cost
Creative Suite 5 Master Collection	2	\$	\$
Creative Suite 5 Design Premium	2	\$	\$
Creative Suite 5 Web Premium	2	\$	\$
Creative Suite 5 Design Standard	2	\$	\$
Creative Suite 5 Production Premium	2	\$	\$
Acrobat Professional 9 Extended	2	\$	\$
Acrobat 9 Professional	2	\$	\$
Acrobat 9 Standard	2	\$	\$
Illustrator CS5	2	\$	\$
InDesign CS5	2	\$	\$
Photoshop CS5	2	\$	\$
Photoshop CS5 Extended	2	\$	\$
Premiere Pro CS5	2	\$	\$
Photoshop Elements 8	2	\$	\$
After Effects CS5	2	\$	\$
Photoshop Lightroom 2	2	\$	\$

****Please note any discounts for multiple purchases.**

The county requests pricing for the Maintenance of Existing Adobe Software listed in this table.

Software Title	Number of Licenses	Cost of 1 Year Maintenance	Cost of 3 Year Maintenance
Acrobat Professional 9	20	\$	\$
Acrobat Standard 9	12	\$	\$
After Effects CS3	2	\$	\$
Creative Suite Design Premium CS3	9	\$	\$
Creative Suite Web Premium CS3	2	\$	\$
Illustrator CS3	4	\$	\$
InDesign CS3	1	\$	\$
Photoshop CS3	3	\$	\$
Premiere CS3	1	\$	\$
Total Cost		\$	\$

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____