



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

# Request for Quotation

RFO NUMBER  
**HHR12003**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

From: (703) 871-8642  
 Karen Weiss  
 Carahsoft Technology Corp  
 12369 Sunrise Valley Dr, Ste D-2  
 Reston, VA 20191

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**RAPIDS PROJECT**  
**1012 KANAWHA BLVD., EAST**  
**CHARLESTON, WV**  
**25301**                      **304-348-0854**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/28/2011				

BID OPENING DATE: **07/19/2011**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS FOR PRODUCTION LICENSES FOR ADOBE LIVECYCLE PRODUCTION PRINT OR EQUAL PER THE ATTACHED DOCUMENTATION.</p>						
0001	2	EA		099-00-01-001	\$20,600.00	\$41,200.00
	LIVECYCLE PRODUCTION PRINT PRODUCTION LICENSES PER CPU OR EQUAL.					
0002	2	EA		099-00-01-001	\$4,120.00	\$8,240.00
	ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR EQUAL.					
0003	2	EA		099-00-01-001	\$10,300.00	\$20,600.00
	LC PRODUCTION PRINT TEST & DEV LICENSES PER SERVER OR EQUAL.					

RECEIVED  
 23 JUL 19 A 9:56  
 PURCHASING DIVISION  
 STATE OF W.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen Weiss</i>	TELEPHONE 703-871-8642	DATE 7/18/2011
TITLE Account Manager	FEIN 52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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0004	2	EA		099-00-01-001	\$2,060.00	\$4,120.00
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER OR EQUAL.						
0005	1	EA		099-00-01-001	\$13,101.60	\$13,101.60
YEAR 2 ANNUAL PRODUCT SUPPORT FOR ONE YEAR PERIOD WITH ABOVE REFERENCED PRODUCTS.						
0006	1	EA		099-00-01-001	\$13,887.70	\$13,887.70
YEAR 3 ANNUAL PRODUCT SUPPORT FOR ONE YEAR PERIOD WITH ABOVE REFERENCED PRODUCTS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Austin Wern</i>	TELEPHONE 703-871-8642	DATE 7/18/2011
TITLE Account Manager	FEIN 52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **07/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>WRITTEN NOTICE.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen Wain</i>	TELEPHONE 703-871-8642	DATE 7/18/2011
TITLE Account Manager	FEIN 52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **07/19/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p><b>SEALED BID</b></p> <p>BUYER: <b>SHELLY MURRAY</b></p> <p>RFQ. NO.: <b>HHR12003</b></p> <p>BID OPENING DATE: <b>07/19/2011</b></p> <p>BID OPENING TIME: <b>1:30 PM</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Karen Wynn</i>	TELEPHONE 703-871-8642	DATE 7/18/2011	
TITLE Account Manager	FERN 52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE	

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**5**

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 304-558-0067**

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**VENDOR**

**SHIP TO**

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BID OPENING DATE: **07/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 703 - 871-8505 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Karen Weiss -----						
***** THIS IS THE END OF RFQ HHR12003 ***** TOTAL:						<u>\$101,149.30</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen Weiss</i>	TELEPHONE 703-871-8642	DATE 7/18/2011
TITLE Account Manager	FEIN 52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE

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REQUEST FOR QUOTATION  
HHR12003

**PURPOSE:**

The West Virginia Department of Health and Human Resources, Office of Management Information Services is requesting bids for the purchase of Production Licenses for Adobe LiveCycle Production Print or equal. The Department recently purchased Adobe LiveCycle software is now seeking to purchase the print licenses.

**LIFE OF CONTRACT:**

This Purchase Order extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new purchase order or renew the original purchase order. The purchase will include installation services by the vendor and one (1) year support for all installations of the software on all servers. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable" time the vendor may terminate this purchase order for any reason upon giving the Director of Purchase 30 days' written notice.

**RENEWAL:**

This Purchase Order may be renewed upon the mutual written consent of the spending unit and the vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewals shall be in accordance with the terms and conditions of the original purchase order and shall be limited to two (2) one-year periods.

**PAYMENT:**

Vendor may invoice the full amount of software and the first year of annual support after award of contract. Year Two annual support may be invoiced upon completion of the purchase order renewal documents for the first renewal year. Year Three annual support may be invoiced upon completion of the purchase order renewal documents for the second and final renewal year.

**EVALUATION CRITERIA:**

The contract will be awarded to the lowest bidder who meets all mandatory bid specifications with a reply of yes. Please provide the specification sheet and cost sheet when submitting your bid. Within 45 days after award, vendor must install software and test to confirm compatibility with the State of West Virginia's equipment listed below.

**DELIVERY:**

30 Days ARO

## OT DATA CENTER HARDWARE

### CPU's

1 IBM z/890 (Model 2086-A04) Enterprise Server

### DASD

1 IBM 2105-800 TotalStorage Enterprise Storage Server with 5.2 TB with 6 FICON Ports, FlashCopy, PAV, and:

2 2124 72.8GB Disk, 8-pack, 10K RPM  
 4 2125 145.6GB Disk, 8-pack  
 1 2717 ESS Master Console  
 1 2924 Operator Panel Lang, US English  
 7 3013 Dual Port 64 Bit ESCON Adapters  
 1 4014 16 GB Cache  
 1 8005 PAV - Up to 6TB  
 1 8305 FlashCopy - Up to 6TB  
 7 9770 STD ESCON Cable (MT/RJ-DUP QTY 14)  
 1 9854 Three-Phase 50/60 Hz, 60 Amp  
 1 9870 Nominal AC Voltage: 200V/240V

1 2240-FLC ESS Function Authorization  
 1 8305 FlashCopy - Up to 6TB  
 1 9934 IBM E-server z Series Designator

1 2240-PAV ESS Function Authorization  
 1 8005 PAV - Up to 6TB  
 1 9934 IBM E-Server z Series Designator

### Tape Units

2 STK 9310 Library Storage Module  
 1 STK 9311 Library Control Unit  
 1 STK 4410 Library Storage Module  
 1 STK 4411 Library Control Unit  
 1 STK 4430 Library Management Unit  
 4 STK 9490 M34 Cartridge Drive (16 Transports)  
 1 IBM 3590-B1A Cartridge Drive (12 Transports)  
 3 IBM 3590-A50 Tape Control Unit

### Printers

2 IBM InfoPrint 4000 Printer (Models ID1/ID2)  
 1 STK 5000 Impact Printer

### Supplementary Printing Equipment

1 Roll Systems 800152 Unwinder  
 2 Roll Systems 800162 Folder/Job Separator  
 1 Roll Systems 501254 Output Unloader  
 1 Roll Systems 503176 Cutter  
 1 Roll Systems 503410 Trimmer  
 1 Roll Systems 500777 Stacker  
 1 Roll Systems 50386601 Web Handler

**Communications Equipment**

- 1 Cisco Systems 7513 Router
- 1 Cisco Systems AS5200 (used for remote ISDN applications)
- 1 Cisco Systems Pix Firewall
- 2 IBM 31741L Cluster Controller



**OT DATA CENTER ENTERPRISE SERVER SOFTWARE**

<u>VENDOR/SOFTWARE</u>	<u>FUNCTION</u>
<b>IBM</b>	
z/OS Version 1, Release 9 (5751-CS9)	Operating System.
RMF V1, R9 (5694-A01)	Provides basis for tuning the system to user requirements and tracks resource utilization.
DFSMS/DFP/DSS/HSM V1, R9 (5694-A01)	Provides data management, device support, program library management, utility functions, user and system catalog support, hierarchical storage manager, and dataset services for ESA operating system.
SMP/E V3, R4 (5694-A01)	Supports software changes and new functions, corrective and preventative service, and user modifications in ESA.
z/OS Security Server (RACF) V1, R9 (5694-A01)	Security server.
EREP V1, R9 (5654-260)	Reports on hardware/software exceptions and conditions.
SecureWay Communications Server V1, R9 (5694-A01)	Telecommunications access method.
TSO/E V1, R9 (5694-A01)	Allows users to interactively share computer time and resources.
z/VM V5, R3.0 (5741-A05)	Operating system (z/VM). Migration to V5.4.0 is in progress.
DB2 V8, R1.0 (5675-DB2)	Relational database management system that allows definition, access, and recovery of data.
CICS Transaction Server for z/OS R3.2 (5655-M15)	TP monitor (installation in progress). Current installed release is R2.2 (5697-E93).
DB2 Connect Unlimited Edition for Linux & z Series	Allows remote access to DB2 mainframe databases.

V8.2 (fixpack 7)  
Part No. D50MQLL

AFP Collection Fonts V1, R1.0 (5648-113)	Advanced function printing.
Page Printer Formatting Aids/370 V1, R1.0 (5688-190)	Advanced function printing.
Overlay Generation Language (OGL/370) V1, R1.0 (5688-191)	Advanced function printing.
Print Services Facility V4, R1 (5655-M32)	Advanced function printing.
ACIF V1, R9 (5655-M32)	Indexing facility for PSF.
DFSORT V1, R9 (5694-A01)	Sort and merge.
DITTO/ESA V1, R9 (5655-103)	Multipurpose disk and tape utility.
Enterprise COBOL for z/OS V3.4.1 (5655-G53)	Programming language.
High Level Assembler V1, R9 (5694-A01)	Language base required in operating system.
SDSF V1, R9 (5694-A01)	Productivity aid used in conjunction with ISPF/PDF (TSO).
SDFII/CICS V1, R9 (5665-366)	CICS screen definition facility.
ISPF V1, R9 (5694-A01)	TSO programmer productivity aid.

OS/PL/1 Optimizer, Compiler  
V2, R3.0  
(5668-910)

PL/1 compiler with optimizer  
and Library.

GDDM/MVS  
V1, R9  
(5694-A01)

Graphical data display manager.

HTTP Server  
V5.3  
(5694-A01)

Web Server.

Tivoli Storage Manager  
V5.5.5.0  
(5698-A11)

Data Backup.

z/OS V1.9 C/C++ Compiler  
(5694-A01)

Compiler.

### ASG

The Monitor for CICS  
V3.1

CICS performance monitor.

The Monitor for DB2  
V4.0

DB2 performance monitor.

ViewDirect for MVS  
V6.3

Report distribution.

DocumentDirect  
V4.2

Report distribution for the client.

### BMC Software

Control-M  
V6.2.20

Batch job scheduler.

Control-M/Restart  
V6.2.20

Batch job restart facility.

### Candle

AF/OPERATOR  
V340

Data Center Automation.

SA IOM  
V2R1

Enterprise server beeper/pager support.

**Chicago-Soft**

MVS/QuickRef  
R7.0 Online message and code reference.

**Computer Associates**

CA-UNICENTER TNG  
R11.5 SP08 Common services and enabling technology for CA systems management solutions.

CA-PMA/LOOK  
R7.1 Real-time system performance measurement.

CA-1  
R11.5 SP03 Tape management system.

CA-InterTest  
R8.0 CICS source code tool.

CA-N-VISION/TPX  
R5.2 VTAM session manager.

CA-LIBRARIAN/VS  
R4.3 User source code library.

Plan Analyzer  
Unicenter PPA 11.5.1 DB2 development aids.

Batch Processor  
Unicenter RBP 11.5.1 DB2 development aids.

RC/Migrator  
Unicenter RCM 11.5.1 DB2 development aids.

RC/QUERY  
Unicenter RCQ 11.5.1 DB2 development aids.

RC/Secure  
Unicenter RCS 11.5.1 DB2 development aids

RC/Update  
Unicenter RCU 11.5.1 DB2 development aids.

Info-Refiner  
Advantage INFOREF 11.5.1 DB2 development aids.

PRF  
Adv. Rept. Facility 11.5.1 DB2 development aids.

VISION:RESULTS  
R12.0

4GL information management and report generator.

VISION:Sixty  
R12.0

Fixed-form report generator and extended utility.

**The following CA products for  
Tax & Revenue use only**

CA-Datcom/DB Product Pak  
R11.0 SP04

Database.

CA-Datcom Server  
R3.0

Communications component. Provides SQL access to CA-Datcom/DB mainframe data.

CA-Datcom/CICS Services  
R11.0 SPO1

Provides communications to programs operating with CA-Datcom/DB.

CA-Datcom Datadictionary  
R9.0

Datadictionary for CA-Datcom/DB.

CA-Datcom/DL1 Transparency  
R2.3 (9912)

Allows programs that were written for IMS/DB or DL/1 to execute unchanged under CA-Datcom/DB.

CA-Datcom/Ext SQL  
R9.0

Extension beyond ANSI standard. Allows SQL queries on a relational database.

CA-Datcom/IMS DC Services  
R1.0A

Allows interfacing between IMS and Datcom: the ability to write in IMS and read in Datcom.

CA-Datcom/VSAM  
Transparency  
R2.2

Conversion tool that permits a VSAM-based application to operate under the control of CA-Datcom/DB.

CA-Quikserv for VSAM  
R1.0

Allows VSAM application to access data in Datcom that has been migrated from a VSAM environment.

**Innovation**

FATS/FATAR  
R4.0

Tape surface verification and copy.

**Levi, Ray and Shoup**

VTAM Printer Support  
System (VPS)  
V1, R8.0

Supports remote printers without need for RJE connection.

VPS/TCPIP  
R1, R8.0

Supports TCP/IP Printers.

DRS  
V1, R3.4

Dynamically routes print output.

VMCF/TSO  
V1, R8.1

Facilitates control of printers.

### **Mackinney Systems**

CICS/CEMT  
R5.3

Allows programmers to move all or part of files in and Out of CICS via TSO.

KWIK-KEY  
R3.3

VSAM alternate index builder.

CICS/MORNING NEWS  
R3.1

Broadcasts news to CICS users.

CICS/MESSAGE  
R5.1

Sends messages to terminals, userids, and operator consoles.

### **PROGINET**

CFI  
V6.4

Cyberfusion Integration Suite.

### **Novell**

Linux  
SLES 9 and 10

Operating System.

### **Oracle**

Oracle 9i and 10G  
R9.2.0.3.0

Relational data base management system.

### **Pitney Bowes**

StreamWeaver  
R6.3.2

Provides added print design functionality.

**Software AG**  
(for DHHR use only)

ADABAS R8.1.3	Relational database facility.
ADABAS CICS Interface R8.1.3	Relational database facility.
NATURAL R4.2.5	Software development tool.
NATURAL CICS Interface R4.2.5	Software development tool.
NATURAL Security R4.2.5	Software development tool.
NATURAL TSO Interface R4.2.5	Software development tool.
NATURAL for DB2 R4.2.5	Software development tool.
NATURAL Web-IO Interface R1.1.4	A server that enables the use of a browser as the I/O device for natural applications.
APS Smarts Application Server R2.7.2	Provides an application programming interface (API) for porting that is independent of any particular environment.
ASM Adabas Parallel Services R8.1.3	Allows Adabas to take advantage of multiple processors within an LPAR/Machine.
PREDICT R4.5.2	Data dictionary.
SYSTEM MAINTENANCE AID R1.3.1	Software installation tool. (Upgrade to R2.1.2 in progress.)
EntireX Broker V7.2.1	Messaging Server. (Upgrade to R8.0.1 awaiting user-agency action.)

**SAS Institute**

SAS R8.1	Statistical analysis, data creation, report writing. (Upgrade to R9.2.3 in progress.)
SAS ACCESS/DB2 R8.1	DB2 interface. (Upgrade to R9.2.3 in progress.)





# Specifications

## HHR12003

Specification	Does Product Meet Requirement?	
	Yes	No
Provide Multi-Channel Support (print, e-mail, web)	X	
Support XML and SOA Architecture	X	
Provide APIs and Web Services for integration	X	
Support LDAP for security	X	
Support industry standard accessibility features (508 compliance).	X	
Support Attachments (proof of income, proof of address, etc.) to documents.	X	
Provide one designer tool used to create input and output templates.	X	
Provide designer tool that is intended for a business user.	X	
Support form guides rendered from original form design that also provides ability to switch between guided wizard and the output form.	X	
Support Reusable Form Fragments and Templates.	X	
Provide the ability to update a specific portion of a notice that is used across multiple notices, in which all notices are automatically updated.	X	
Provide a mature deployment process that makes moving from development to test to production efficient.	X	
Provide the ability for staff to modify a notice in real time.	X	
Provide workers the ability to produce notices ad-hoc, add text if necessary, and print the notices locally.	X	
Support print jobs in excess of 600,000 pages	X	
Support AFP file format for printing	X	
Provide intelligent envelope capabilities to mail multiple notices for the same household in one envelope	X	
Provide compatibility with Adobe LiveCycle Forms, Adobe LiveCycle Content Services, and Adobe LiveCycle Data Services	X	

## HHR12003

### Cost Sheet

Quantity	Description	Unit Price	Amount
2	LiveCycle <b>Production Print</b> Production Licenses per CPU or equal	\$ 20,600.00	\$ 41,200.00
2	Annual Product Support for one (1) year per CPU or equal	\$ 4,120.00	\$ 8,240.00
2	LiveCycle <b>Production Print</b> Test & Development Licenses per Server or equal	\$ 10,300.00	\$ 20,600.00
2	Annual Product Support for one (1) year per Server or equal	\$ 2,060.00	\$ 4,120.00
1	Year 2 Total Annual Support with above referenced products	\$ 13,101.60	\$ 13,101.60
1	Year 3 Total Annual Support with above referenced products	\$ 13,887.70	\$ 13,887.70
<b>Total Amount</b>			\$ 101,149.30

Award will be made to the lowest bidder meeting specifications. Years two and three support costs will be used in the evaluation of the total amount of the Purchase Order. However, years two and three costs will not be added to the contract until the renewal periods.

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



# GOVERNMENT- PRICE QUOTATION

ADOBE GOVERNMENT at CARAHSOFT

carahsoft

12369 SUNRISE VALLEY DRIVE | SUITE D2 | RESTON, VIRGINIA 20191  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 99-ADOBE  
WWW.CARAHSOFT.COM | ADOBE@CARAHSOFT.COM

TO: Roberta Wagner  
State Purchasing  
WV DHHR- Rapids Project  
1012 Kanawha Blvd. , East  
  
Charleston, WV 25301

FROM: Phoebe Nerdahl  
Adobe Government at Carahsoft  
12369 Sunrise Valley Drive  
Suite D2  
Reston, Virginia 20191

EMAIL:  
PHONE: (304) 558-0067 FAX:

EMAIL: phoebe.nerdahl@carahsoft.com  
PHONE: (703) 230-7429 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
CAGE CODE: 1P3C5  
DUNS No: 088365767  
Business Size: Small

QUOTE NO: 4186017  
QUOTE Date: 07/01/2011  
QUOTE EXPIRES: 07/30/2011  
RFQ NO: HHR12003  
SHIPPING: GROUND  
TOTAL PRICE: \$46,500.00  
  
TOTAL QUOTE: \$46,500.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	210-4105	Adobe Technology Enablement (5 Day)	\$15,500.00	3	\$46,500.00
TOTAL PRICE:					\$46,500.00
TOTAL QUOTE:					\$46,500.00

\*Additional Component

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Carahsoft Technology

Authorized Signature Jaren Weir Date: 7/18/2011

State of Virginia

County of Fauquier, to-wit:

Taken, subscribed, and sworn to before me this 18 day of July, 2011.

My Commission expires 12/31, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Rev. 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

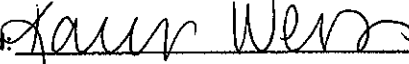
Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 \_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 \_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Karen Weiss, Carahsoft Tech. Signed:   
 Date: 7/18/2011 Title: Account Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.