



SHI International Corp.

Response to

State of West Virginia

Adobe Lifecycle

RFQ # HHR11052



Erik Schroeder | 732-564-8217 | Erik_Schroeder@shi.com

RECEIVED

February 10, 2011

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**PURCHASING DIVISION
STATE OF WV**



February 10, 2011

Ms. Roberta Wagner
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Roberta Wagner,

Thank you for your interest in SHI and for the opportunity to participate in the State of West Virginia's Request for Quote for **Adobe Livecycle, RFQ # HHR11052**. SHI looks forward to strengthening the relationship that currently exists between the State and SHI. SHI values your business and we are committed to continuing the level of service and support that the State has come to know and expect from SHI.

SHI provides the highest level of customer support and service to all of our customers. Under our Quality Management System, the State is assured that our solution delivers the services that you need when you need them and our metrics reporting and customer satisfaction surveys provide objective proof that SHI does deliver high quality services. We have a wide array of solutions to offer the State and we look forward to building a managed program that integrates your organizational requirements.

SHI has a proven record of success with customers of similar size and nature to the State. SHI is uniquely qualified to support all requirements contained in this RFP and offer a "one stop shop" for your IT Procurement, affording a streamlined and efficient managed program which we expect will help the State to realize efficiencies and ultimately cost savings.

I appreciate the opportunity to participate in this evaluation. I encourage you to contact our customers and/or visit our headquarters in Piscataway, New Jersey or our web site at www.shi.com. If you require additional information or have any additional questions, please contact me at 732-564-8217 or via Email at Erik_Schroeder@shi.com. Thank you in advance for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'ESchroeder', written in a cursive style.

Erik Schroeder
Account Executive



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

Request for Quotation

RFQ NUMBER
HHR11052

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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**HEALTH AND HUMAN RESOURCES
 RAPIDS PROJECT**

**1012 KANAWHA BLVD., EAST
 CHARLESTON, WV
 25301 304-348-0854**

DATE PRINTED 01/26/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **02/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: HHR11052 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 <i>CS</i> NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>X ESch</i>	TELEPHONE 732-564-8217	DATE 2/9/11
TITLE Account Executive	FEIN 22-3009648	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 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).



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
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VENDOR

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
01/26/2011				

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<p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"><i>X ESchn</i></p> <p style="text-align: center;">SIGNATURE SHI International Corp.</p> <p style="text-align: center;">COMPANY</p> <p style="text-align: center;"><i>2/9/11</i></p> <p style="text-align: center;">DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>ESchn</i>	TELEPHONE 732-564-8217	DATE 2/9/11
TITLE Account Executive	FEIN 22-3009648	ADDRESS CHANGES TO BE NOTED ABOVE

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0001	2	EA		099-00-01-001		See Bid Response
LIVECYCLE FORMS PRODUCTION LICENSES PER CPU OR EQUAL.						
REQUEST FOR QUOTATION						
TO PURCHASE THE FOLLOWING SOFTWARE:						
***** THIS IS THE END OF RFQ HHR11052 ***** TOTAL:						See Bid Response

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>CSQW</i>	TELEPHONE 732-564-8217	DATE 2/9/11
TITLE Account Executive	FEBN 22-3009648	ADDRESS CHANGES TO BE NOTED ABOVE

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**RESPONSES TO WRITTEN INQUIRIES
HHR11052**

1. Question:

Line items 13 and 14 are for 2nd and 3rd year maintenance. I thought from our last RFQ, that the State cannot purchase maintenance in advance. Is this the case or are you just looking to "lock-in" the maintenance for the next two years?

Answer:

The State cannot purchase maintenance in advance. The maintenance costs quoted in the bid will be "locked-in" and will be paid at the beginning of each maintenance year.



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

VENDOR

*121145148 732-564-8217
 SHI INTERNATIONAL CORP
 33 KNIGHTSBRIDGE RD
 PISCATAWAY NJ 08854-3925

SHIP TO

HEALTH AND HUMAN RESOURCES
 RAPIDS PROJECT
 1012 KANAWHA BLVD., EAST
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0001	2	EA		099-00-01-001	\$48,650.00	\$97,300.00
LIVECYCLE FORMS PRODUCTION LICENSES PER CPU OR EQUAL						
REQUEST FOR QUOTATION TO PURCHASE THE FOLLOWING SOFTWARE:						
0002	2	EA		099-00-01-001	\$9,730.00	\$19,460.00
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR EQUAL.						
0003	2	EA		099-00-01-001	\$26,350.00	\$52,700.00
LC FORMS TEST & DEV LICENSES PER SERVER OR EQUAL						
0004	2	EA		099-00-01-001	\$5,270.00	\$10,540.00
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER OR EQUAL.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE X <i>CSch</i>	TELEPHONE 732-564-8217	DATE 2/9/11
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VENDOR	*121145148 732-564-8217
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0005	2	EA		099-00-01-001	\$31,000.00	\$62,000.00
				LIVECYCLE OUTPUT PRODUCTION LICENSES PER CPU OR		
				EQUAL.		
0006	2	EA		099-00-01-001	\$6,200.00	\$12,400.00
				ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR		
				EQUAL.		
0007	2	EA		099-00-01-001	\$15,500.00	\$31,000.00
				IC OUTPUT TEST & DEV LICENSES PER SERVER OR EQUAL		
0008	2	EA		099-00-01-001	\$3,100.00	\$6,200.00
				ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER		
				OR EQUAL.		

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	2	EA		099-00-01-001	\$15,500.00	\$31,000.00
				LC CONTENT MANAGER PRODUCTION LICENSES PER CPU OR		
				EQUAL.		
0010	2	EA		099-00-01-001	\$3,100.00	\$6,200.00
				ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR		
				EQUAL.		
0011	2	EA		099-00-01-001	\$7,750.00	\$15,500.00
				LC CM TEST AND DEV LICENSES PER SERVER OR EQUAL.		
0012	2	EA		099-00-01-001	\$1,550.00	\$3,100.00
				ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER		
				OR EQUAL.		

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POST OFFICE

*121145148 732-564-8217
 SHI INTERNATIONAL CORP
 33 KNIGHTSBRIDGE RD
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0013	1	EA		099-00-01-001	\$ 61,374.00	\$ 61,374.00
YEAR 2 TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.						
C 4	1	EA		099-00-01-001	\$65,056.44	\$65,056.44
YEAR 3 TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS. PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
X <i>CSQ</i>	732-564-8217	2/9/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Account Executive	22-3009648	

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<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>X ESDW</i>	TELEPHONE 732-564-8393	DATE 2/9/11
TITLE Account Executive	FEIN 22-3009648	ADDRESS CHANGES TO BE NOTED ABOVE

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AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4112 E-MAIL: ROBERTA.A.WAGNER@WV.GOV PLEASE NOTE THAT THE RENEWAL CLAUSE IS ONLY APPLICABLE TO THE SUPPORT. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY 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						

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SIGNATURE <i>ESDm</i>	TELEPHONE 732-564-8393	DATE 2/9/11
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BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----HHR11052-----</p> <p>BID OPENING DATE:-----2/10/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----732-564-8218-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>ESD</i>	TELEPHONE 732-564-8393	DATE 2/9/11
TITLE Account Executive	FEIN 22-3089648	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 HHR11052

PAGE
 8

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

RFO NO. 121145148

*121145148 732-564-8217
 SHI INTERNATIONAL CORP
 33 KNIGHTSBRIDGE RD
 PISCATAWAY NJ 08854-3925

SHIP TO

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

DATE PRINTED 01/10/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <div style="text-align: center;"><i>Erik Schroeder</i></div>						
***** THIS IS THE END OF RFO HHR11052 ***** TOTAL:						<u>\$ 473,830.44</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>x E Sch</i>	TELEPHONE 732-564-8393	DATE 2/9/11
TITLE Account Executive	FEIN 22-3009648	ADDRESS CHANGES TO BE NOTED ABOVE

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

HHR11052

Cost Sheet

Quantity	Description	Unit Price	Amount
2	LiveCycle Forms Production Licenses per CPU or equal	\$48,650.00	\$97,300.00
2	Annual Product Support for one (1) year per CPU or equal	\$9,730.00	\$19,460.00
2	LiveCycle Forms Test & Development Licenses per Server or equal	\$26,350.00	\$52,700.00
2	Annual Product Support for one (1) year per server or equal	\$5,270.00	\$10,540.00
2	LiveCycle Output Production Licenses per CPU or equal	\$31,000.00	\$62,000.00
2	Annual Product Support for one (1) year per CPU or equal	\$6,200.00	\$12,400.00
2	LiveCycle Output Test & Development Licenses per Server or equal	\$15,500.00	\$31,000.00
2	Annual Product Support for one (1) year per Server or equal	\$3,100.00	\$6,200.00
2	LiveCycle Content Manager Production Licenses per CPU or equal	\$15,500.00	\$31,000.00
2	Annual Product Support for one (1) year per CPU or equal	\$3,100.00	\$6,200.00
2	LiveCycle CM Test & Development Licenses per Server or equal	\$7,750.00	\$15,500.00
2	Annual Product Support for one (1) year per Server or equal	\$1,550.00	\$3,100.00
1	Year 2 Total Annual Support with above referenced products	\$61,374.00	\$61,374.00
1	Year 3 Total Annual Support with above referenced products	\$65,056.44	\$65,056.44
Total Amount			\$473,830.44

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: SHI International Corp.

Signed: X ESchm

Title: Account Executive

Date: 2-9-11

Attachment B

Specifications

HHR11052		
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	
Provide a tightly integrated content management system that utilizes a common tool set through the whole notice business process.	X	
Provide a built-in orchestration tier	X	
Support the use of PDF Forms for input; Online / Offline interactions	X	
Support Attachments (proof of income, proof of address, etc.) to documents.	X	
Support rich content (Audio, Video, Flash Content) in 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 the ability to create forms that can be filled in by users in a guided wizard format as an alternate option to a standard PDF form.	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	
Support business activity monitoring dashboards with additional components	X	
Support BPM and Human process interactions available with additional components	X	

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: SHI International Corp. Signed: X [Signature]
Date: Account Executive

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

RFQ No. HHR 11052

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: SHI International Corp.

Authorized Signature: X [Signature] Date: 2/9/11

State of New Jersey

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 9th day of February, 2011.

My Commission expires _____, 20__.

AFFIX SEAL HERE

JANET B. ESTENES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 12/16/2012
ID NO. 26510

[Signature]
NOTARY PUBLIC

ATTACHMENT
P.O.# HAR 11052

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

ESch 2-9-11
Signature Date
Account Executive
Title
SHI International Corp.
Company Name

Signature Date

Title

Agency/Division

SHI Comments to terms and conditions:

Ref.	Customer Terms and Conditions	SHI Comment
ADD	If awarded, SHI would like the following clause added to the final contract:	LIMITATION OF LIABILITY: VENDOR WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.