



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
HHR10084

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
03/26/2010				

BID OPENING DATE:

04/08/2010

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 ACKNOWLEDGMENT 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.: HHR10084						
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						
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	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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**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)



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 Department of Administration
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 2019 Washington Street East
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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>..... SIGNATURE </p> <p>..... COMPANY </p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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State of West Virginia
Purchasing Division



PURCHASE REQUISITION

Requisition No. HHR10084 Addendum 1	Buyer Roberta Wagner	Requisition Date 03-26-2010
Agency/Invoice To: DHHR/RAPIDS ATTN: Betty Painter 1012 Kanawha Boulevard, East Charleston, WV 25301-2809	TEAM Code _____	WVFIMS Document # _____
Agency/Ship To: DHHR/RAPIDS ATTN: Betty Painter 1012 Kanawha Boulevard, East Charleston, WV 25301-2809	TEAM Code _____	Suggested Vendors: 1. _____ 2. _____ 3. _____ <i>Additional Vendors on Reverse Side</i>
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements		PURCHASING DIVISION'S USE ONLY
Vendor Name and Address:		
WVFIMS Vendor # _____	TEAM Vendor # _____	Commodity Code: _____
Terms _____	F.O.B. 30 Days after Award	Instructions: _____

Item No.	Quantity	Description	Unit Price	Amount
		Addendum 1 <i>Type of Purchase</i>		
		<p>1 QUESTION: For the above mentioned RFQ, it states Adobe or equivalent. Have the specifications for Adobe software been added to the RFQ?</p> <p>ANSWER: No. However, attached are the functions the State requires of the software and any software bid must meet or exceed these requirements.</p> <p>MIS Tracking #HR290912</p>		

Authorized Signature _____
 Title **Buyer Supervisor**
 Telephone **304-558-0114**

Total Estimated Value of this Requisition: _____
 Maximum Budgeted Amount: _____

Specifications

HHR10084

Provide Multi-Channel Support (print, e-mail, web)
Support XML and SOA Architecture
Provide APIs and Web Services for integration
Support LDAP for security
Support industry standard accessibility features (508 compliance).
Provide a tightly integrated content management system that utilizes a common tool set through the whole notice business process.
Provide a built-in orchestration tier
Support the use of PDF Forms for input; Online / Offline interactions
Support Attachments (proof of income, proof of address, etc.) to documents.
Support rich content (Audio, Video, Flash Content) in documents.
Provide one designer tool used to create input and output templates.
Provide designer tool that is intended for a business user.
Support form guides rendered from original form design that also provides ability to switch between guided wizard and the output form.
Support Reusable Form Fragments and Templates.
Provide the ability to update a specific portion of a notice that is used across multiple notices, in which all notices are automatically updated.
Provide a mature deployment process that makes moving from development to test to production efficient.
Provide the ability for staff to modify a notice in real time.
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.
Provide workers the ability to produce notices ad-hoc, add text if necessary, and print the notices locally.
Support print jobs in excess of 600,000 pages
Support AFP file format for printing
Provide intelligent envelope capabilities to mail multiple notices for the same household in one envelope
Support business activity monitoring dashboards with additional components
Support BPM and Human process interactions available with additional components