



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

VENDOR

HEALTH AND HUMAN RESOURCES  
 RAPIDS PROJECT

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/10/2011				

BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		099-00-01-001		
LIVECYCLE FORMS PRODUCTION LICENSES PER CPU OR EQUAL						
REQUEST FOR QUOTATION						
TO PURCHASE THE FOLLOWING SOFTWARE:						
0002	2	EA		099-00-01-001		
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR						
EQUAL.						
0003	2	EA		099-00-01-001		
LC FORMS TEST & DEV LICENSES PER SERVER OR EQUAL						
0004	2	EA		099-00-01-001		
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER						
OR EQUAL.						

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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](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).



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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
0005	2	EA		099-00-01-001		
LIVECYCLE OUTPUT PRODUCTION LICENSES PER CPU OR EQUAL.						
0006	2	EA		099-00-01-001		
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER CPU OR EQUAL.						
0007	2	EA		099-00-01-001		
LC OUTPUT TEST & DEV LICENSES PER SERVER OR EQUAL						
0008	2	EA		099-00-01-001		
ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR PER SERVER OR EQUAL.						

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0009	2	EA		099-00-01-001		
				LC CONTENT MANAGER PRODUCTION LICENSES	PER CPU OR	
				EQUAL.		
0010	2	EA		099-00-01-001		
				ANNUAL PRODUCT SUPPORT FOR ONE (1) YEAR	PER CPU OR	
				EQUAL.		
0011	2	EA		099-00-01-001		
				LC CM TEST AND DEV LICENSES PER SERVER	OR EQUAL.	
0012	2	EA		099-00-01-001		
				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
0013	1	EA		099-00-01-001		
YEAR 2 TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.						
0014	1	EA		099-00-01-001		
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						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

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<p>AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>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:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4112            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE THAT THE RENEWAL CLAUSE IS ONLY APPLICABLE TO THE SUPPORT.</p> <p>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</p>						

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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:</p> <p>-----</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ HHR11052 ***** TOTAL:						_____

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REQUEST FOR QUOTATION  
HHR11052

**PURPOSE:**

The West Virginia Department of Health and Human Resources (DHHR), Office of Management Information Services is in need of Adobe LiveCycle software, or equal software, to be used with the RAPIDS eligibility system. The current notices that are sent to clients are confusing. The use of this software will generate notices in a simpler, less confusing format for the customers. It will reduce the amount of paper usage and associated postage costs by providing more intelligent printing and envelope capabilities. Lastly, it will provide the Bureau of Children and Families with greater flexibility in meeting the noticing requirements set forth in the Toppins Court Order.

This purchase will include all required licensing, installation services by the vendor, and a minimum of three (3) years of warranty services support. Warranty services shall include all product upgrades, applicable subscription services and installation services.

**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 "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.

No work shall commence until a duly authorized contract change order is completed and encumbered by the State of West Virginia and provided to the vendor either by notification via the US Mail, facsimile or email communication.

**DELIVERY:**

Within 45 days after award, vendor must install software and test to confirm compatibility with the DHHR/State of WV's equipment listed on Attachment A. Payment will be withheld until the testing and acceptance is completed.

**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 of the mandatory bid specifications at listed on Attachment B (Specifications) with a reply of "yes" in each category.

HHR11052

### Cost Sheet

Quantity	Description	Unit Price	Amount
2	LiveCycle Forms Production Licenses per CPU or equal		
2	Annual Product Support for one (1) year per CPU or equal		
2	LiveCycle Forms Test & Development Licenses per Server or equal		
2	Annual Product Support for one (1) year per server or equal		
2	LiveCycle Output Production Licenses per CPU or equal		
2	Annual Product Support for one (1) year per CPU or equal		
2	LiveCycle Output Test & Development Licenses per Server or equal		
2	Annual Product Support for one (1) year per Server or equal		
2	LiveCycle Content Manager Production Licenses per CPU or equal		
2	Annual Product Support for one (1) year per CPU or equal		
2	LiveCycle CM Test & Development Licenses per Server or equal		
2	Annual Product Support for one (1) year per Server or equal		
1	Year 2 Total Annual Support with above referenced products		
1	Year 3 Total Annual Support with above referenced products		
<b>Total Amount</b>			

**ATTACHMENT A  
OT DATA CENTER HARDWARE**

**CPUs**

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 8TB  
 7 9770 STD ESCON Cable (MT/RJ-DUP QTY 14)  
 1 9854 Three-Phase 50/60 Hz, 60 Amp  
 1 9870 Nominal AC Voltage: 200V240V

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 AS6200 (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).
SDFI/CICS V1, R9 (5685-366)	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.
<b>ASG</b>	
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.
<b>BMC Software</b>	
Control-M V6.2.20	Batch job scheduler.
Control-M/Restart V6.2.20	Batch job restart facility.
<b>Candle</b>	
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/VVS  
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.

**Levl, 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.
<b>MacKinney Systems</b>	
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.
<b>PROGINET</b>	
CFI V6.4	Cyberfusion Integration Suite.
<b>Novell</b>	
Linux SLES 9 and 10	Operating System.
<b>Oracle</b>	
Oracle 9i and 10G R9.2.0.3.0	Relational data base management system.
<b>Pitney Bowes</b>	
StreamWeaver R6.3.2	Provides added print design functionality.

<b>Software AG</b> (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.)
<b>SAS Institute</b>	
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.)

SAS/FSP R8.1	Editing procedure for SAS datasets. (Upgrade to R9.2.3 in progress.)
SAS/SHARE R8.1	SAS file updating tool. (Upgrade to R9.2.3 in progress.)
<b>Serena International</b>	
COMPAREX R6.2.0	Compares, and highlights the difference between, two files of any structure or organization.
Serena StarTool FDM V7.7.0	Multipurpose online utility.
<b>Sterling Commerce</b>	
Connect Direct for OS/390 V4, R4.04	Host-to-Host file transfer.
<b>StorageTek</b>	
HSC R6.1	Host software component for automatic cartridge system.
PM2 V6.0A	Reports on StorageTek hardware exceptions.
<b>Unicom Systems</b>	
CARTS-TS R3.6.0	Tape stacking.

## Attachment B

## Specifications

HHR11052	
Specification	Does Product Meet Requirement?
	Yes      No
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	

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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit: \_\_\_\_\_

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



ATTACHMENT  
P.O.# HHR11052

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

Agreed

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

**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: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_