

VENDOR

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

# Request for Quotation

REO NUMBER HHR12003

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ROBERTA WAGNER 304-558-0067

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RFQ COPY TYPE NAME/ADDRESS HERE

**HEALTH AND HUMAN RESOURCES** RAPIDS PROJECT

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

DATE PRIN	r€Þ	TER	MS OF SAL	E	SHIP	/IA	FOB	FREIGHT TERMS
06/28/								
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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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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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

## Request for Quotation

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304-558-0067

**HEALTH AND HUMAN RESOURCES** 

TYPE NAME/ADDRESS HERE MODEMA RAPIDS PROJECT 1012 KANAWHA BLVD., EAST CHARLESTON, WV 25301 304-348-0854 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 06/28/2011

BID OPENING DATE 07/19/2011 BID OPENING TIME 01:30PM CAT. AMOUNT LINE QUANTITY UOP ITEM NUMBER: UNIT PRICE WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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 PERLIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTICY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. 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 SUICH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 06/28/2011 BID OPENING DATE: 07/19/2011 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALITERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY RFQ. NO.: HHR12003 BID OPENING DATE: 07/19/2011 BID OPENING TIME: 1:30 PM SEE REVERSE SIDE FOR TERMS AND CONDITIONS. SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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### REQUEST FOR QUOTATION HHR12003

#### PURPOSE:

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

## LIFE OF CONTRACT:

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

#### RENEWAL:

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

#### PAYMENT:

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

#### **EVALUATION CRITERIA:**

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

DELIVERY: 30 Days ARO

## OT DATA CENTER HARDWARE

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 6TB
. 7	9770 STD ESCON Cable (MT/RJ-DUP QTY 14)
1	9854 Three-Phase 50/60 Hz, 60 Amp
1	9870 Nominal AC Voltage: 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	S
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
Suppleme	ntary 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	Pail Systems 50396601 Wah Handler

## **Communications Equipment**

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

### OT DATA CENTER ENTERPRISE SERVER SOFTWARE

VENDOR/SOFTWARE IBM	<u>FUNCTION</u>
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	Allows remote access to DB2 mainframe databases.

for Linux & z Series

V8.2 (fixpack 7)
Part No. D50MQLL

AFP Collection Fonts

V1, R1.0 (5648-113)

Advanced function printing.

Page Printer Formatting Aids/370

V1, R1.0 (5688-190)

Advanced function printing.

Overlay Generation Language

(OGL/370) V1, R1.0 (5688-191) Advanced function printing.

Print Services Facility

V4, R1 (5655-M32) Advanced function printing.

**ACIF** 

V1, R9 (5655-M32) Indexing facility for PSF.

**DFSORT** 

V1, R9 (5694-A01) Sort and merge.

**DITTO/ESA** 

V1, R9 (5655-103) Multipurpose disk and tape utility.

Enterprise COBOL for z/OS

V3.4.1 (5655-G53)

Programming language.

High Level Assembler

V1, R9 (5694-A01) Language base required in operating system.

**SDSF** 

V1,R9 (5694-A01) Productivity aid used in conjunction with

ISPF/PDF (TSO).

SDFII/CICS

V1, R9 (5665-366) CICS screen definition facility.

ISPF

V1, R9 (5694-A01) TSO programmer productivity aid.

OS/PL/1 Optimizer, Compiler

V2, R3.0

(5668-910)

PI/1 compiler with optimizer

and Library.

GDDM/MVS

V1, R9 (5694-A01) Graphical data display manager.

HTTP Server

V5.3

(5694-A01)

Web Server.

Tivoli Storage Manager

V5.5.5.0 (5698-A11) Data Backup.

z/OS V1.9 C/C++ Compiler

(5694-A01)

Compiler.

**ASG** 

The Monitor for CICS

V3.1

CICS performance monitor.

The Monitor for DB2

V4.0

DB2 performance monitor.

ViewDirect for MVS

V6.3

Report distribution.

DocumentDirect

V4.2

Report distribution for the client.

**BMC Software** 

Control-M

V6.2.20

Batch job scheduler.

Control-M/Restart

V6.2.20

Batch job restart facility.

Candle

AF/OPERATOR

V340

Data Center Automation.

SA IOM

V2R1

Enterprise server beeper/pager support.

#### Chicago-Soft

MVS/QuickRef

R7.0

Online message and code reference.

#### **Computer Associates**

**CA-UNICENTER TNG** 

R11.5 SP08

Common services and enabling technology for CA systems

management solutions.

CA-PMA/LOOK

R7.1

Real-time system performance measurement.

CA-1

R11.5 SP03

Tape management system.

CA-InterTest

R8.0

CICS source code tool.

CA-N-VISION/TPX

R5.2

VTAM session manager.

CA-LIBRARIAN/VS

R4.3

User source code library.

Plan Analyzer

Unicenter PPA 11.5.1

DB2 development aids.

**Batch Processor** 

Unicenter RBP 11.5.1

DB2 development aids.

RC/Migrator

Unicenter RCM 11.5.1

DB2 development aids.

RC/QUERY

Unicenter RCQ 11.5.1

DB2 development aids.

RC/Secure

Unicenter RCS 11.5.1

DB2 development aids

RC/Update

Unicenter RCU 11.5.1

DB2 development aids.

Info-Refiner

Advantage INFOREF 11.5.1

DB2 development aids.

**PRF** 

DB2 development aids.

Adv. Rept. Facility 11.5.1

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-Datacom/DB Product Pak

R11.0 SP04

Database.

**CA-Datacom Server** 

R3.0

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

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

**CA-Datacom/CICS Services** R11.0 SPO1

**CA-Datacom Datadictionary** 

Datadictionary for CA-Datacom/DB.

CA-Datacom/DL1 Transparency

R2.3 (9912)

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

CA-Datacom/Ext SQL

R9.0

R9.0

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

CA-Datacom/IMS DC Services

R1.0A

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

CA-Datacom/VSAM Transparency

R2.2

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

CA-Quikserv for VSAM

R1.0

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

#### Innovation

FATS/FATAR

R4.0

Tape surface verification and copy.

#### Levi, Ray and Shoup

VTAM Printer Support System (VPS) V1 R80

Supports remote printers without need for RJE connection.

VPS/TCPIP

R1, R8.0

Supports TCP/IP Printers.

DRS

V1, R3.4

Dynamically routes print output.

VMCF/TSO

V1, R8.1

Facilitates control of printers.

#### **MacKinney Systems**

CICS/CEMT

R5.3

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

via TSO.

KWIK-KEY

R3.3

VSAM alternate index builder.

CICS/MORNING NEWS

R3.1

Broadcasts news to CICS users.

CICS/MESSAGE

R5.1

Sends messages to terminals, userids, and operator consoles.

#### **PROGINET**

CFI

V6.4

Cyberfusion Integration Suite.

#### Novell

Linux

SLES 9 and 10

Operating System.

#### Oracle

Oracle 9i and 10G

R9.2.0.3.0

Relational data base management system.

#### **Pitney Bowes**

StreamWeaver

R6.3.2

Provides added print design functionality.

Software AG (for DHHR use only)

ADABAS

R8.1.3

Relational database facility.

ADABAS CICS Interface

R8.1.3

Relational database facility.

NATURAL

R4.2.5

Software development tool.

NATURAL CICS Interface

R4.2.5

Software development tool.

**NATURAL Security** 

R4.2.5

Software development tool.

NATURAL TSO Interface

R4.2.5

Software development tool.

NATURAL for DB2

R4.2.5

Software development tool.

NATURAL Web-IO Interface

R1.1.4

A server that enables the use of a browser as the I/O device for natural applications.

**APS Smarts Application Server** 

R2.7.2

Provides an application programming interface (API) for porting that is independent of any particular environment.

**ASM Adabas Parallel Services** 

R8.1.3

Allows Adabas to take advantage of multiple processors within

an LPAR/Machine.

**PREDICT** 

R4.5.2

Data dictionary.

SYSTEM MAINTENANCE AID

R1.3.1

Software installation tool.

(Upgrade to R2.1.2 in progress.)

**EntireX Broker** 

V7.2.1

Messaging Server.

(Upgrade to R8.0.1 awaiting user-agency action.)

**SAS Institute** 

SAS R8.1 Statistical analysis, data creation, report writing.

(Upgrade to R9.2.3 in progress.)

SAS ACCESS/DB2

R8.1

DB2 interface.

(Upgrade to R9.2.3 in progress.)

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.)

#### Serena International

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.

### **Sterling Commerce**

Connect: Direct for OS/390

V4, R4.04

Host-to-Host file transfer.

#### StorageTek

**HSC** 

R6.1

Host software component for automatic cartridge system.

PM2

V6.0A

Reports on StorageTek hardware exceptions.

**Unicom Systems** 

**CARTS-TS** 

R3.6.0

Tape stacking.

# Specifications

# HHR12003

Specification	Does Proc Require Yes	duct Meet ement? 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).		
Support Attachments (proof of income, proof of address, etc.) to 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 workers the ability to produce notices ad-hoc, add text if necessary, and print the notices locally.		E
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		
Provide compatibility with Adobe LiveCycle Forms, Adobe LiveCycle Content Services, and Adobe LiveCycle Data Services		

# HHR12003

# **Cost Sheet**

Quantity	Description	Unit Price	Amount
2	LiveCycle <b>Production Print</b> Production Licenses per CPU or equal	\$	\$
2	Annual Product Support for one (1) year per CPU or equal	\$	\$
2	LiveCycle <b>Production Print</b> 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	\$	\$
Total A	mount		\$

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

RFQ No.		

## 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 exceed 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		

Rev. 09/08

# State of West Virginia

# **VENDOR PREFERENCE CERTIFICATE**

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

1.		reference for the reason checked: ed continuously in West Virginia for four (4) years immediately preced-
	business continuously in West Virginia for four (4) ye ownership interest of Bidder is held by another indivimaintained its headquarters or principal place of b preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate of the second continuously in West Virginia for the second continuously in West Virginia for four (4) ye ownership interest of Bidder is a nonresident vendor which has an affiliate of the second continuously in West Virginia for four (4) ye ownership interest of Bidder is held by another individual process.	sident vendor and has maintained its headquarters or principal place of ears immediately preceding the date of this certification; or 80% of the idual, partnership, association or corporation resident vendor who has usiness continuously in West Virginia for four (4) years immediately or subsidiary which employs a minimum of one hundred state residents
	and which has maintained its headquarters or princi- years immediately preceding the date of this certific	ipal place of business within West Virginia continuously for the four (4)
2.	Application is made for 2.5% resident vendor p Bidder is a resident vendor who certifies that, durin working on the project being bid are residents of We immediately preceding submission of this bid; or,	reference for the reason checked:  ng the life of the contract, on average at least 75% of the employees st Virginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headqua minimum of one hundred state residents who certif	um of one hundred state residents or is a nonresident vendor with an rters or principal place of business within West Virginia employing a fies that, during the life of the contract, on average at least 75% of the uployees are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor pre Bidder meets either the requirement of both subdivi	eference for the reason checked: isions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Bidder is an individual resident vendor who is a vetera	preference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard r the four years immediately preceding the date on which the bid is
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commoditic continuously over the entire term of the project, on	United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are 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.		
Biddei	:	Signed:
Date:_		Title:

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