



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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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

RFQ NUMBER  
 EDD327891

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

VENDOR

VocalNet, Inc.  
 1159 Pittsford-Victor Rd.  
 Building 5, Suite 140  
 Pittsford, NY 14534

SHIP TO

DEPARTMENT OF EDUCATION  
 BUILDING 6  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0330

DATE PRINTED: 04/05/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF EDUCATION, IS SOLICITING BIDS FOR AN INTERNET FILTERING AND REPORTIN SOLUTION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/27/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>INTERNET FILTERING AND REPORTING SOLUTION</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAY WRITTEN NOTICE.</p>						

RECEIVED

2010 MAY 19 A 10:35

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'

## 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).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DEPARTMENT OF EDUCATION  
 BUILDING 6  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0330

DATE PRINTED 04/05/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/13/2010 BID OPENING TIME 01:30PM

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

*Cancelled*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

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PAGE  
**3**

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**SHELLY MURRAY**  
**304-558-8801**

VENDOR

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 BUILDING 6  
 1900 KANAWHA BOULEVARD, EAST  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2010				

BID OPENING DATE: **05/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>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>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: SHELLY MURRAY</p> <p>RFQ. NO.: EDD327891</p> <p>BID OPENING DATE: 05/13/2010</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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APPENDIX A:  
COST WORKSHEET - 1 YEAR

ITEM	VENDOR DESCRIPTION	PRODUCT #	QUANTITY	UNIT COST	DISCOUNT	TOTAL COST
Annual software cost for Filtering Servers	SSL License SG9000-20	SW-SSL-SG9000-20	10	\$16,000.00	55%	\$72,000.00
Annual software cost for Reporting Servers	Software, Reporter, Premium Edition	REPORTER-PE	1	\$24,900.00	55%	\$11,205.00
Annual license for filtering of client computers on K-12 network	Software, Blue Coat WebFilter, 100,000-149,999 Users	BCWF-100000-149999	140000	\$6.50	65%	\$318,500.00
Annual license for mobile computers	Mobile computer license included with the purchase of Proxy SG9000-20					\$0.00
Technical Support and upgrades/updates for filtering solution	Direct Support, 24x7 L1-3 Software Only, SG9000-20-PR, 1 YR	SL131Y-SG9000-20-PR	10	\$23,400.00	25%	\$175,500.00
Technical Support and upgrades/updates for filtering solution	Next Business Day, Support, Hardware Only, SG9000-20-PR, 1 YR	HNBDS1Y-SG9000-20-PR	10	\$9,750.00	25%	\$73,125.00
Technical Support and upgrades/updates for filtering solution	Service, Blue Coat WebFilter, 100,000-149,999 Users, 1 YR.	SVC-BCWF-100000-149999-1YR	140000	\$0.91	65%	\$44,590.00
Technical Support and upgrades/updates for filtering solution	Standard Support, 24x7 L1-L3 Software Only, 1 YR, DIR-510	SL131Y-DIR-510	1	\$2,159.00	25%	\$1,619.25
Technical Support and upgrades/updates for filtering solution	Next Business Day, Standard Support, Hardware Only, 1 YR, DIR-510	HNBDS1Y-DIR-510	1	\$899.00	25%	\$674.25
Technical Support and upgrades/updates for filtering solution	Standard Support, 24x7 L1-L3 Software Only, 1 YR, RPT-PE	SL131Y-RPT-PE	1	\$2,988.00	25%	\$2,241.00
One Day onsite training, 6 hours (Charleston, WV)	VocalNet onsite training - 1 Day (6 hours)	VN-ONSITE-TRAINING	1	\$1,995.00	25%	\$1,496.25
Onsite installation (Charleston and Morgantown, WV) - Days	VocalNet onsite installation - 1 Day (6 hours)	VN-ONSITE-INSTALL	4	\$1,995.00	25%	\$5,985.00
Filtering Servers (if required)	Blue Coat SG9000-20, Proxy Edition	SG9000-20-PR	10	\$195,000.00	55%	\$877,500.00
Reporting Servers (if required)	BECA Server	N/A	2	\$3,000.00	0%	\$6,000.00
Reporting Servers (if required)	Reporting Server	N/A	2	\$17,000.00	0%	\$34,000.00
Other Hardware (if required)	Director, Model 510	DIRECTOR-510	1	\$17,995.00	55%	\$8,097.75
Hourly rate for custom system modifications	VocalNet hourly rate for custom system modifications	VN-HOURLY-RATE	20	\$125.00	25%	\$1,875.00
<b>TOTAL COSTS</b>						<b>\$1,634,408.50</b>

By signing below, you are agreeing to the terms specified above for Appendix A (1 year pricing):

Name:  
Title:  
Date:  
Signature:

APPENDIX B:  
COST WORKSHEET - 3 YEARS

ITEM	VENDOR DESCRIPTION	PRODUCT #	QUANTITY	UNIT COST	DISCOUNT	TOTAL COST
Annual software cost for Filtering Servers	SSL License SG9000-20	SW-SSL-SG9000-20	10	\$16,000.00	55%	\$72,000.00
Annual software cost for Reporting Servers	Software, Reporter, Premium Edition	REPORTER-PE	1	\$24,900.00	55%	\$11,205.00
Annual license for filtering of client computers on K-12 network	Software, Blue Coat WebFilter, 100,000-149,999 Users	BCWF-100000-149999	140000	\$6.50	65%	\$318,500.00
Annual license for mobile computers	Mobile computer license included with the purchase of Proxy, SG9000-20					\$0.00
Technical Support and upgrades/updates for filtering solution	Direct Support, 24x7 L1-3 Software Only, SG9000-20-PR, 3 YR	SL133Y-SG9000-20-PR	10	\$63,180.00	40%	\$379,080.00
Technical Support and upgrades/updates for filtering solution	Next Business Day, Support, Hardware Only, SG9000-20-PR, 3 YR	HNBS3Y-SG9000-20-PR	10	\$26,325.00	40%	\$157,950.00
Technical Support and upgrades/updates for filtering solution	Service, Blue Coat WebFilter, 100,000-149,999 Users, 3 Yrs.	SVC-BCWF-100000-149999-3YRS	140000	\$2.73	65%	\$133,770.00
Technical Support and upgrades/updates for filtering solution	Standard Support, 24x7 L1-L3 Software Only, 3 YR, DIR-510	SL133Y-DIR-510	1	\$5,830.00	40%	\$3,498.00
Technical Support and upgrades/updates for filtering solution	Next Business Day, Standard Support, Hardware Only, 3 YR, DIR-510	HNBS3Y-DIR-510	1	\$2,429.00	40%	\$1,457.40
Technical Support and upgrades/updates for filtering solution	Standard Support, 24X7 L1-L3 Software Only, 3 YR, RPT-PE	SL133Y-RPT-PE	1	\$8,068.00	40%	\$4,840.80
One Day onsite training, 6 hours (Charleston, WV)	VocalNet onsite training - 1 Day (6 hours)	VN-ONSITE-TRAINING	1	\$1,995.00	25%	\$1,496.25
Onsite installation (Charleston and Morgantown, WV) - Days	VocalNet onsite installation - 1 Day (6 hours)	VN-ONSITE-INSTALL	4	\$1,995.00	25%	\$5,985.00
Filtering Servers (if required)	Blue Coat SG9000-20, Proxy Edition	SG9000-20-PR	10	\$195,000.00	55%	\$877,500.00
Reporting Servers (if required)	BECA Server	N/A	2	\$3,000.00	0%	\$6,000.00
Reporting Servers (if required)	Reporting Server	N/A	2	\$17,000.00	0%	\$34,000.00
Other Hardware (if required)	Director, Model 510	DIRECTOR-510	1	\$17,995.00	55%	\$8,097.75
Hourly rate for custom system modifications	VocalNet hourly rate for custom system modifications	VN-HOURLY-RATE	20	\$125.00	25%	\$1,875.00
<b>TOTAL COSTS</b>						<b>\$2,017,255.20</b>

By signing below, you are agreeing to the terms specified above for Appendix B (3 year pricing):

Name:  
Title:  
Date:  
Signature:

APPENDIX C:  
COST WORKSHEET - 5 YEARS

ITEM	VENDOR DESCRIPTION	PRODUCT #	QUANTITY	UNIT COST	DISCOUNT	TOTAL COST
Annual software cost for Filtering Servers	SSL License SG9000-20	SW-SSL-SG9000-20	10	\$16,000.00	55%	\$72,000.00
Annual software cost for Reporting Servers	Software, Reporter, Premium Edition	REPORTER-PE	1	\$24,900.00	55%	\$11,205.00
Annual License for filtering of client computers on K-12 network	Software, Blue Coat WebFilter, 100,000-149,999 Users	BCWF-100000-149999	140000	\$6.50	65%	\$318,500.00
Annual License for mobile computers	Mobile computer license included with the purchase of Proxy SG9000-20					\$0.00
Technical Support and upgrades/updates for filtering solution	Direct Support, 24x7 L1-3 Software Only, SG9000-20-PR, 5 YR	SL135Y-SG9000-20-PR	10	\$93,600.00	40%	\$561,600.00
Technical Support and upgrades/updates for filtering solution	Next Business Day, Support, Hardware Only, SG9000-20-PR, 5 YR	HNBDSSY-SG9000-20-PR	10	\$39,000.00	40%	\$234,000.00
Technical Support and upgrades/updates for filtering solution	Service, Blue Coat WebFilter, 100,000-149,999 Users, 5 Yrs.	SVC-BCWF-100000-149999-5YRS	140000	\$4.55	65%	\$222,950.00
Technical Support and upgrades/updates for filtering solution	Standard Support, 24x7 L1-L3 Software Only, 5 YR, DIR-510	SL135Y-DIR-510	1	\$8,637.00	40%	\$5,182.20
Technical Support and upgrades/updates for filtering solution	Next Business Day, Standard Support, Hardware Only, 5 YR, DIR-510	HNBDSSY-DIR-510	1	\$3,599.00	40%	\$2,159.40
Technical Support and upgrades/updates for filtering solution	Standard Support, 24X7 L1-L3 Software Only, 5 YR, RPT-PE	SL135Y-RPT-PE	1	\$11,952.00	40%	\$7,171.20
One Day onsite training, 6 hours (Charleston, WV)	VocalNet onsite training - 1 Day (6 hours)	VN-ONSITE-TRAINING	1	\$1,995.00	25%	\$1,496.25
Onsite installation (Charleston and Morgantown, WV) - Days	VocalNet onsite installation - 1 Day (6 hours)	VN-ONSITE-INSTALL	4	\$1,995.00	25%	\$5,985.00
Filtering Servers (if required)	Blue Coat SG9000-20, Proxy Edition	SG9000-20-PR	10	\$195,000.00	55%	\$877,500.00
Reporting Servers (if required)	BECA Server	N/A	2	\$3,000.00	0%	\$6,000.00
Reporting Servers (if required)	Reporting Server	N/A	2	\$17,000.00	0%	\$34,000.00
Other Hardware (if required)	Director, Model 510	DIRECTOR-510	1	\$17,995.00	55%	\$8,097.75
Hourly rate for custom system modifications	VocalNet hourly rate for custom system modifications	VN-HOURLY-RATE	20	\$125.00	25%	\$1,875.00
<b>TOTAL COSTS</b>						<b>\$2,369,721.80</b>

By signing below, you are agreeing to the terms specified above for Appendix C (5 year pricing):

Name:  
Title:  
Date:  
Signature: