Response to RFQ EDD392953

INTERNET FILTERING AND REPORTING SOLUTION

WEST VIRGINIA DEPARTMENT OF EDUCATION

10 June, 2013

Greig Ah Now

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1   Introduction

Netsweeper Inc. is pleased to provide the West Virginia Department of Education with this response to your RFQ titled RFQ EDD392953

The critical criteria upon which Netsweeper submits this proposal are:

- Familiarity with the management interface since we are the vendor of record; no further resources required for a new solution.

- Offer a system design that mitigates risk and human resource requirements.

- Scalable solution from system administrator down to the user.

- Competitive pricing that reflects your usage levels and importance as a Netsweeper customer.

Netsweeper works closely with our customers and partners to provide high-value, low-TCO solutions to achieve the eSafety goals of our customers. Our track record of support with your Department has proven this along with prompt response to any concerns

Netsweeper Inc. is an established provider of world-class Web filtering solutions to Education Service Providers and large, multi-Gbps networks, here in North America and around the world.

This RFQ response document includes both technical and cost components as per the commentary on Page 4 of the EDD392953 document.

Because Netsweeper is the incumbent solution, in the interest of the environment we have not needlessly reproduced the technical details of the as-built, successful and operating deployment at WVDE.

Best regards,

Greig Ah Now
Account Manager

2 SPECIFICATIONS

Purpose and Scope: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish a contract for Internet filtering and reporting solution that consists of software, licensing, software upgrades/updates, database updates and technical support. The vendor must include servers or appliances and associated costs in the quotation if the vendor's software cannot meet the requirements of this RFQ when installed on WVDE owned servers which are described in Section I – Current Environment.

2.1 Section I – Current Environment

Approximately 750 public schools in 57 school districts of West Virginia are connected with a privately addressed TCP/IP statewide network. The network uses the private Class A range of 10.0.0.0 IPv4 addresses. The POPs are equipped with Cisco 6513 switches that contain Cisco router and Cisco PIX firewall modules that route and translate the private IP addresses to our Class B 168.216.0.0 public network IP addresses. The Internet filtering shall be done at the two POPs where the K-12 network is routed to the ISP. The POPs are located in the WVNET facilities in Morgantown, WV and in the shared facilities vault at Building 6 of the State Capitol Complex at Charleston, WV. Each one of the two POPs connects approximately 100,000 unique computers to the Internet with 10 gigabits/second of bandwidth. There are approximately 260,000 students and 20,000 staff who utilize the K-12 network daily. These users are fairly evenly divided between the two POPs.

POP Site #1 Charleston, WV, is equipped with the following WVDE owned servers on which the filtering solution may be installed.

5 (five) Cisco UCS C200 M2 servers with following specifications:

Dual 2.40 GHz XEON E5620 Processor with 12 MB L3 cache, 16 GB DDR3 DIMM, dual 300 GB SAS 15k drives in mirrored RAID, dual onboard gigabit copper Ethernet NICs.

1 (one) Cisco UCS C200 M2 server with following specifications:

Dual 2.40 GHz XEON E5620 Processor with 12 MB L3 cache, 16 GB DDR3 DIMM, 4 (four) 2TB SAS 7.2k drives in RAID 5, dual onboard gigabit copper Ethernet NICs.

POP Site #2 Morgantown, WV, is equipped with the following WVDE owned servers on which the filtering solution may be installed:

3 (three) Cisco UCS C200 M2 servers with following specifications:

Dual 2.40 GHz XEON E5620 Processor with 12 MB L3 cache, 16 GB DDR3 DIMM, dual 300 GB SAS 15k drives in mirrored RAID, dual onboard gigabit copper Ethernet NICs.

If the server specifications and/or the number of servers listed above are not capable of fully supporting the vendor's filtering solution, the vendor must include all appropriate servers or appliances and associated costs in the response to this RFQ.

The total number of computers to be filtered is approximately 200,000 computers. Approximately 280,000 users utilize the K-12 network on a daily basis. The Internet filtering must occur at the points in the network after which the K-12 core routers consolidate Internet traffic but before the firewall dynamically changes the private IP addresses to public IP addresses as shown in the diagram on attachment A. The filtering servers and reporting servers must operate within the scope of the K-12 private network so that filtering control and reporting will reflect the private IP addresses of the client computers. In the event that portable computers are connected to residential, public, or other networks, an option must be available to provide continued filtering of Internet web sites. No caching appliances are currently in use; however the Internet filtering solution must support the option for the WVDE to install caching appliances.

The quoted solution must be designed to accommodate peak usage at each of the two POP sites. Peak usage is defined as 100,000 computers, 140,000 users, and 10Gbps of bandwidth to the Internet at each POP site.

1. Definitions: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

    1.1. "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
    1.2. "Filtering solution" is used to refer to all vendor provided software and hardware used to perform Internet filtering and reporting functions, including but not limited to application software, operating system and database software.
    1.3. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
    1.4. "Server" and "Servers" are used to refer to the hardware or appliances on which any component of the filtering solution is installed.
    1.5. "RFQ" means the official request for quotation published by the Purchasing Division and identified as EDD392953.

2. General Requirements:
    2.1. Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

The products and services that are bid must be capable of providing a level of service appropriate for Internet Service Provider (ISP) facilities with 10 gigabits of Internet bandwidth. School based or district based filtering solutions are not an acceptable response to this RFQ.

The WVDE currently has two independent Internet connections for the K-12 public schools. Internet filtering solutions must be installed at both Points of Presence (POP). Because of the diverse needs of

schools, the WVDE must have selective filtering levels and capabilities for delegated administration of tailored filtering policies or profiles for different subnets. Updates to the filtering solution must be provided at least once each day to ensure that the filtering database is up-to-date using multiple methods and resources for the review of content on Internet sites. The Internet filtering must meet the requirements of the E-rate program (refer to http://www.usac.org/sl/) and the West Virginia Board of Education Policy 2460 that is available online at http://wvde.state.wv.us/policies/policy.php?p=2460&alt=1. Information relevant to the Children's Internet Protection Act (CIPA) and the Federal requirement to implement Internet filtering is detailed at the URL http://www.fcc.gov/cgb/consumerfacts/cipa.html. The Children's' Online Privacy Protection Act (COPPA) must not be violated by any requirements of the filtering solution to collect personal information about students. Refer to http://www.ftc.gov/ogc/coppa1.htm for information about COPPA.

Netsweeper acknowledges all of the criteria for the current environment.

2.1.1 Section II – Technical Requirements

The vendor bid **must** provide an Internet filtering solution capable of filtering 200,000 total computers in a network consisting of two POPs with 280,000 users. The solution **must** be configured to support 100,000 client computers and 140,000 users using 10 gigabits/sec of bandwidth at each POP.

Netsweeper Inc. acknowledges that our filtering solution can to support 200,000 users consisting of 2 POPs with 280000 users and configured to support 100000 client computers and 140000 users using 10 gigabits/sec of bandwidth at each POP.

The vendor **must** provide evidence of at least one current, successful installation of the Internet filtering solution in a network configuration servicing 100,000 computers and 140,000 users with 10 gigabits/second of Internet bandwidth. This evidence must include details regarding the size and scope of the successful project(s) as well as contact name(s) and phone number(s) for customer(s) where the successful Internet filtering solution was implemented. The vendor must submit a memo from the successful customer (on customer's letterhead, dated and signed) describing the size and scope of the successful project, as well as any issues (if any) and how they were resolved.

Netsweeper Inc. currently has a successful installation of the internet filtering solution at the West Virginia Department of Education as the current vendor of record. Hence, the demands of the current network configuration servicing 100000 computers and 140000 users and 10 gigabits/seconds have been met.

It is our assumption that a memo from WVDE to itself would be redundant in this case.

The filtering solution **must** be a POP based installation capable of providing a level of service appropriate for an Internet Service Provider (ISP); a filtering solution which involves the installation of filtering software or hardware within school districts or individual schools is **not** acceptable.

Netsweeper Inc. acknowledges that the current solution installed at WVDE is a POP based installation capable of providing a level of service appropriate for an ISP and is not a solution installed within school districts or individual schools.

The vendor **must** provide Internet filtering and reporting application software and all necessary supporting software including, but not limited to, operating system and database software.

Netsweeper Inc. currently provides internet filtering and reporting application software and support to WVDE as the vendor of record.

The Internet filtering solution **must** meet the requirements of this RFQ using servers/appliances provided by the vendor or when installed on the WVDE owned equipment identified in Section I – Current Environment.

Netsweeper Inc. acknowledges the requirements of this RFQ in Section 1 – Current Environment are met as the vendor of record.

The WVDE will provide server hardware, equipment racks, networking components and cabling as specified in Section I – Current Environment.

The filtering solution **must** support gigabit speed, copper based, Ethernet network interfaces.

Netsweeper Inc acknowledges the requirements of gigabit speed, copper based, and Ethernet network interfaces are met as the vendor of record. Currently 10 Gbps at both POP sites are being supported at WVDE.

The filtering solution **must** not exceed a total of 12 servers or appliances at each POP.

Netsweeper Inc. acknowledges that as the vendor of record, the current filtering solution does not exceed a total of 12 servers at each POP

The total of all hardware components of the filtering solution for each POP **must** be rack mountable and not occupy more than 24 units of rack space (about 48") at each POP site. The equipment **must** operate on 110-120 Volts AC power.

Netsweeper Inc., as the vendor of record, acknowledges the hardware components of the filtering solution is installed on WVDE owned equipment which is less than 24 units of rack space at each POP site and operating on 110-120 Volts

In the event the winning bid does not meet the requirements of this RFQ when installed on vendor provided server/appliances or on the existing equipment identified in Section I-Current Environment, the vendor **must** provide additional servers and any other associated installation, shipping, labor and configuration expenses at no cost to the WVDE or the contract will be immediately terminated.

Netsweeper Inc. acknowledges as the vendor of record, the requirements are met and installed on WVDE owned equipment as identified in Section I – Current Environment. Additional servers, installation costs, shipping, labor and configuration expenses are not required.

There **must** be no requirement for any configuration changes of any networking equipment or computers that are connected to the private WV K-12 network at the school districts or individual schools.

Netsweeper Inc. acknowledges as the vendor of record that NO configuration changes are required for any networking equipment or computers connected to the private WV K12 network

The filtering solution **must** provide client software which can be installed on mobile computers that will enforce the same filtering parameters whether a mobile computer is connected to the WV K-12 network or connected by wired or wireless networking to the Internet via any other Internet service provider. The client software **must** not be a VPN (virtual private networking) or similar type of client and **must** not rely on a web browser setting such as proxy server configuration.

Netsweeper Inc. acknowledges as the vendor of record, client software installed on mobile computers enforces the same filtering parameters as connected to the WV K12 network. The client software of Netsweeper Inc. is NOT a VPN client and does NOT rely on a web browser setting.

The filtering solution **must** have the capability to filter based on the IP address of the client computer and not require user authentication.

Netsweeper Inc. acknowledges as the vendor of record that the current filtering solution has the capability to filter based on the IP address of the client computer and does NOT require user authentication

The filtering solution **must** have the capability to be integrated with unified authentication systems such as LDAP and Active Directory service.

Netsweeper Inc. acknowledges as the vendor of record that the current filtering solution installed is already integrated with unified authentication systems at WVDE

The Internet filtering solution **must** be engineered and operate with redundancy such that the failure of one server or appliance at a POP will not reduce the capability to provide filtering for 100,000 computers and 140,000 users at 10 gigabits/sec of throughput.

Netsweeper Inc. acknowledges as the vendor of record, the current configuration already in place as at WVDE is engineered and operated with redundancy such that the failure of one

server at a POP will not reduce the capability to provide filtering for 100,000 computers and 140,000 users at 10 gigabits/sec of throughput as per WVDE requirements.

2.1.2 Internet Filtering

The filtering solution **must** provide a web based interface for all management and configuration tasks which can be performed by WVDE.

Netsweeper Inc, acknowledges as the vendor of record, the current filtering solution installed provides a web based interface for all management and configuration tasks performed by the WVDE

The filtering solution **must** have the capability to be configured to block Internet access in the event of the failure of the filtering solution at a POP so that unfiltered Internet access is prevented.

Netsweeper Inc. acknowledges as the vendor of record that current filtering solution has the capability to be configured to block internet access in the event of the failure of the filtering solution at a POP.

The Internet filtering solution provided as a result of this RFQ **must** be verified by the vendor to meet the requirements of the Children's Internet Protection Act (CIPA) (refer to http://www.fcc.gov/guides/childrens-internet-protection-act) and the West Virginia Board of Education Policy 2460 which is available online at http://wvde.state.wv.us/policies/policy.php?p=2460&alt=1.

Specifically, CIPA states that technology protection measures (filtering solutions) must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors. The filtering solution **must** block access to this CIPA specified content.

CIPA also states that schools receiving E-Rate must monitor the online activities of minors. Therefore, the Internet filtering solution **must** include the ability to configure logging of all allowed and blocked Internet requests.

The filtering solution **must** be verified by the vendor to comply with the Children's Online Privacy Protection Act (COPPA) (refer to http://www.ftc.gov/ogc/coppa1.htm). The filtering process **must** not require the collection of any personal information from any users under the age of 13.

Netsweeper Inc acknowledges as the vendor of record, the current filtering solution is compliant with COPPA and does NOT require the collection of any personal information from any users under the age of 13

The filtering solution **must** provide the capability for the WVDE to selectively enable filtering of content based on categories of web sites or individual web sites using the http and https protocols.

Netsweeper Inc. acknowledges as the vendor of record that the current filtering solution provides the capability for WVDE to selectively enable filtering of content based on categories of web sites or individual web sites using the http and https protocols already.

The vendor **must** include all categories that the vendor offers on the product. The vendor **must** not offer a reduced number of categories in an attempt to reduce costs by providing only the categories that are identified in this RFQ.

Netsweeper Inc. acknowledges as the vendor of record that all categories are included that we offer and not scaled down to cut costs to meet the requirements of this RFQ

The vendor **must** provide, but is not limited to, the pre-populated categories of the following classifications or equivalent classifications of content on web sites:

- Pornography
- Obscenity
- Dating (including sites for the purpose of establishing personal relationships)
- Gambling
- Criminal Activities (sites that condone or provide instructions for criminal activity)
- Illegal Drugs (sites that condone or provide instructions for illegal drug use, manufacturing and distribution)
- Anonymous Proxies (anonymizers to bypass filtering or hide the true source of Internet activity)
- Computer crimes, cracking and hacking (sites that condone or provide instructions for these activities)
- Malicious code (sites that contain, distribute, or execute malicious code such as malware, viruses, root kits, bots, etc or retrieve information from computers that are infected with malicious code)
- Instant messaging sites
- Peer to Peer (P2P sites)
- Phishing (fraudulent sites that imitate authentic sites, often to lure people into submitting personal or financial information.)
- Hate, racism, discrimination (sites that condone or encourage violence against or suppression of any minorities or grouping based on race, religion, sexual orientation, ethnicity or any other social grouping characteristic)

Netsweeper Inc. acknowledges as vendor of record, the pre-populated categories of the abovementioned classifications or equivalent classifications of content on web sites already configured on the WVDE network

The filtering solution **must** have the capability to allow or deny access to any individual web site, URL, or IP address whether or not it is included in any vendor provided category.

Netsweeper Inc, acknowledges as vendor of record, the capability to allow or deny access to any individual web site, URL, or IP address whether or not it is included in any vendor provided category is already configured on the WVDE network

The filtering solution **must** have the capability to permit the WVDE to create unlimited additional custom categories.

Netsweeper Inc. acknowledges as the vendor of record, the current filtering solution has the capability to create unlimited additional custom categories at WVDE.

The filtering solution **must** have the capability to permit the use of "regular expressions" (includes wild-card characters and other variables to specify complex text strings) when creating custom allow or deny lists of URL web addresses or search terms.

Netsweeper Inc acknowledges as vendor of record, the current filtering solution has the capability to permit the use of "regular expressions" currently at WVDE

The filtering solution **must** have the capability to block traffic related to peer-to-peer file sharing protocols.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution installed has the capability to block traffic related to peer-to-peer file sharing protocols.

The filtering solution **must** have the capability to enforce the "safe searching" mode of Google, Bing and Yahoo search engines, regardless of the settings chosen by an end user while accessing those search engines.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution has the capability to enforce the "safe searching" mode of Google, Bing and Yahoo search engines already configured at WVDE

The filtering solution **must** provide capabilities to create manageable client groups based on IP address ranges and assign names to those groups.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution provides capabilities to create manageable client groups based on IP address ranges and assign names to those groups at WVDE already.

The capability **must** exist to delegate management of groups by creating additional administrators with restricted rights who can be assigned to manage filtering parameters for specific groups.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution installed has the capability to delegate management of groups by creating additional administrators with restricted rights who can be assigned to manage filtering parameters for specific groups met at WVDE

The filtering solution **must** provide for customizable, granular permissions so that additional administrator/user accounts can be tailored on a user by user basis to match the rights of a user to the tasks that a user needs to perform.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution provides for customizable, granular permissions so that additional administrator/user accounts can be tailored on a user by user basis to match the rights of a user to the tasks that a user needs to perform, criteria already met at WVDE

The filtering solution **must** have the capability to selectively display WVDE customized "site blocked" pages based on the client group and/or the categorization of the blocked web site.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution DOES have the capability to selectively display WVDE customized "site blocked" pages based on the client group and/or the categorization of the blocked web site at WVDE

The filtering solution **must** have the capability to selectively display WVDE customized "informational" pages based on the client group and/or the categorization of web sites to which access is allowed.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution DOES have the capability to selectively display WVDE customized "informational" pages based on the client group and/or the categorization of web sites to which access is allowed at WVDE

The filtering solution **must** have the capability to be configured to only perform filtering of outgoing requests and to perform no filtering of incoming traffic.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution installed at WVDE has the capability to be configured to only perform filtering of outgoing requests and to perform no filtering of incoming traffic.

The product offered by the vendor **must** perform Internet filtering primarily by comparing outgoing requests to a database of categorized URLs and IP addresses to determine whether an attempt to access a site on the Internet is to be blocked or permitted.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution installed DOES perform Internet filtering primarily by comparing outgoing requests to a database of categorized URLs and IP addresses to determine whether an attempt to access a site on the Internet is to be blocked or permitted.

Any other Internet filtering methods of the filtering solution, such as "on the fly" evaluation of incoming content, **must** be able to be selectively disabled at the option of the WVDE.

> Netsweeper Inc. acknowledges as vendor of record, that any other Internet filtering methods of the filtering solution, such as "on the fly" evaluation of incoming content, can be selectively disabled at the option of the WVDE currently.

The filtering solution **must** provide a web based display of status and performance graphs for all components of the filtering solution.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution DOES provide a web based display of status and performance graphs for all components of the filtering solution already at WVDE

The filtering solution **must** have the capability for the WVDE to set customized filtering policies based on the time of day and the day of the week for individual IP addresses and/or groups of client IP addresses.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution at WVDE HAS the capability for WVDE to set customized filtering policies based on the time of day and the day of the week for individual IP addresses and/or groups of client IP addresses.

The Internet filtering solution **must not** masquerade, spoof or change the source IP address of the computers on the K-12 network. The source IP address of the client computer **must** be passed to the PIX firewall.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution does NOT masquerade, spoof or change the source IP address of the computers on the K-12 network. The source IP address of the client computer can be passed to the PIX firewall.

The Internet filtering and reporting servers **must** operate on and report on the 10.0.0.0 private network IP addresses of the WVDE K-12 network.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution's Internet filtering and reporting servers DO operate on and report on the 10.0.0.0 private network IP addresses of the WVDE K-12 network.

The filtering solution **must** have a synchronization capability. Synchronization means that when the WVDE makes a filtering configuration change using the web management tool, that change will be distributed to all of the filtering servers at both POPs. That change distribution **must** take effect automatically within 5 minutes after the act of saving the configuration change, or be accomplished manually with no more than 5 mouse clicks after the configuration change is saved.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution DOES have a synchronization capability already at WVDE and that change distribution DOES take effect automatically within 5 minutes after the act of saving the configuration change, or be accomplished manually with no more than 5 mouse clicks after the configuration change is saved.

2.1.3 Internet Use Reporting

The filtering solution **must** provide a web-based reporting application and a minimum of one terabyte of log file storage at each POP.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution at WVDE DOES provide a web-based reporting application and a minimum of one terabyte of log file storage at each POP.

The filtering solution **must** provide a method for the WVDE to download log files in a generic text format for analysis and archival storage.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution DOES provide a method for the WVDE to download log files in a generic text format for analysis and archival storage

Complete details of web browsing activity **must** be stored in log files and **must** include, at a minimum, the complete URL, date and time and IP address of the client computer.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution is capable recording web browsing activity as detailed in this requirement.

All end user functions of the reporting application **must** be accessible via a web interface.

> Netsweeper Inc. acknowledges as vendor of record, the current solution allows all end user functions of the reporting application accessible via a web interface

The reporting solution **must** provide the capability to create reports based on specific IP address, web site address, date and time of day.

> Netsweeper Inc. acknowledges as vendor of record, the current filtering solution allows the reporting solution to provide the capability to create reports based on specific IP address, web site address, date and time of day

The reporting capabilities **must** include the ability to schedule aggregate reports of web site accesses by categories, ranges of IP addresses and time periods.

Netsweeper Inc. – acknowledges as vendor of record, the reporting capabilities DOES include the ability to schedule aggregate reports of web site accesses by categories, ranges of IP addresses and time periods

The reporting capabilities **must** include the ability to create "on demand" custom reports on selected client IP addresses, specific URLs and time periods.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution allows the reporting capabilities component to include the ability to create "on demand" custom reports on selected client IP addresses, specific URLs and time periods

2.1.4 Invoicing

The costs for software and the annual licensing for Internet filtering **shall** be invoiced upon delivery and acceptance by the WVDE. The technical support costs are payable in arrears according to the State of West Virginia terms of payment and shall be invoiced not more than one time per month."

2.1.5 Vendor Requirements

The vendor is solely responsible for all work performed under the contract and for all services offered and products to be delivered under the terms of this contract.

If the successful vendor is not the direct source, the vendor **must** provide documentation of being an authorized reseller to provide the equipment, filtering updates, maintenance and technical support. This documentation must be provided upon request from Agency.

Netsweeper Inc., as vendor of record, currently has a direct contract with the Agency and is solely responsible all work performed under the contract and for all services offered under the terms of the contract.

2.1.6 Service Requirements

The vendor **must** provide modification or replacement of software that fails to perform according to the specifications. The vendor also **must** provide any software upgrades, at no cost to the WVDE, that are necessary during the term of the contract in order to continue to meet the Internet filtering capabilities specified. This requirement includes replacement, at no cost to the WVDE, which may be necessary due to possible end-of-life designation by the manufacturer.

Netsweeper Inc. acknowledges as vendor of record, we currently provide modifications or adjustments if required. Any software upgrades are available at no charge and included in the current contract which also includes any possible replacement of possible end-of-life designation by Netsweeper Inc.

The WVDE network staff will provide and maintain WVDE provided servers, associated networking hardware and wiring. The WVDE network engineers will be responsible for load balancing network traffic to the servers of the filtering solution. The WVDE will be responsible for purchasing additional servers and network hardware when necessary to accommodate increases in bandwidth or increases in the number of clients to be filtered.

The filtering solution installation, configuration and testing at both the Charleston and Morgantown POP sites **must** be completed by the vendor within 30 days after the award of the contract. The vendor is responsible for any transportation, and lodging costs of the installer, as well as for any freight or shipping charges for equipment.

Netsweeper Inc. acknowledges as vendor of record, the current filtering solution is already installed, configured and tested at Charleston and Morgantown POP sites and does not require any further costs or deployment efforts.

The Internet filtering solution **must** support the bandwidth requirements of 10 gigabits/sec and 100,000 client computers/140,000 users at each one of the two POPs as identified in the specifications in Section II-Technical Requirements.

Netsweeper Inc. acknowledge as vendor of record, the current filtering solution deployed at WVDE does support the bandwidth requirements of 10 gigabits/sec and 100,000 client computers/140,000 users at each one of the two POPs as identified in the specifications in Section II-Technical Requirements

The vendor understands that technical support includes verifying that all hardware and/or software remains operational in the event of WVDE modification, replacement or upgrade of any servers or network configurations that impact the functioning of the filtering solution. These costs are to be included in the line item for technical support on the cost page.

Netsweeper understands and acknowledges that verifying software operations is part of technical support and is included in our standard technical support & maintenance agreement. Requirements for Netsweeper to perform/deliver upgrades on behalf of WVDE are subject to signed Statements of Work (SoW) and may be subject to additional charges as billable consulting work.

Toll-free telephone and e-mail technical support **must** be available 7:00 AM to 5:00 PM Monday through Friday, Eastern Time (GMT -0500) for designated WVDE networking staff. Any costs associated with this requirement are to be included in the line item for technical support on the cost page.

Technical support as described is included in the annual fees on the cost page.

The vendor **must** provide a function that permits any user of the WV K-12 network to submit a web site to be reviewed and appropriately categorized by the vendor. This function allows the vendor to receive feedback with the intent of improving delivery of services or product functionality.

In addition to in-product features Netsweeper also provides this capability to any user of the WV K-12 Network, at http://www.netsweeper.com/support/test-a-site

2.1.7 Vendor Response

The vendor **shall** complete the Cost Worksheet.

Cost Worksheet is completed and it forms part of this response as Exhibit A.

The vendor **must** provide evidence of at least one current, successful installation of the Internet filtering solution in a network configuration servicing 100,000 or more computers/140,000 users with 10 gigabits/second or more of Internet bandwidth. The following table **shall** be used in the vendors response.

Project Name	Contact name and phone number	# of computers filtered	# of users supported	Internet bandwidth
West Virginia Dept of Education	John Miller 304.558.7880	200000	280000	10 Gbps

As the incumbent vendor, it is Netsweeper's assumption that the existing current, successful installation at WVDE is sufficient. We can provide additional references if required.

If the vendor fails to identify any costs that are required to meet the terms, requirements and conditions of this Quotation, it **shall** be the responsibility of the successful vendor to pay those costs and such costs will not be passed on to the WVDE or the State of West Virginia.

Netsweeper acknowledges this requirement.

Pricing **must** be stated on the basis of one-year contracts.

Netsweeper – as stated in cost worksheet, annual costs are quoted on the basis of annual pricing.

The actual number of licenses purchased may vary from year to year. The quantities of computers and users listed on the Cost Worksheets are estimates only. The actual quantity to be purchased will be specified in a purchase order release.

Netsweeper acknowledges this requirement.

Filtering licensing prices **must** be quoted based on the number of users filtered annually so that the WVDE can determine the basis of the pricing submitted in the quote.

Netsweeper Inc. has quoted based on the number of users, as requested.

Software updates/upgrades and technical support **must** be priced on an annual basis and this item is reflected as such on the cost page.

Netsweeper Inc. has included access to software updates/upgrades and technical support in the annual cost of license agreement

The vendor is responsible for any costs due to product end of life that will require replacement or upgrading of the vendor provided software or hardware during the term of the contract.

Netsweeper acknowledges this requirement. No end of life events are projected for the software during the term of the agreement.

3 Contract award:

3.1 Contract Award:

The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The Unit Cost per each item listed on the Pricing Page shall remain firm for the life of the contract.

Pricing Pages: Vendor should complete the Pricing Pages and All Quotes shall be all inclusive. No separate reimbursements will be made for travel, freight, or any other expense.

The Contract shall be awarded to the responsible Vendor with the lowest grand total costs to provide a complete Internet filtering solution, including software, filtering updates, licensing, technical support and maintenance according to the specifications. As previously explained, the vendor **must** also include servers in the bid if the filtering solution cannot meet the requirements of this RFQ when installed on the WVDE equipment identified in Section I – Current Environment.

> Netsweeper Inc. acknowledges as vendor of record that the current filtering solution at WVDE already has the necessary hardware requirements installed and currently operating as identified in Section I – Current Environment

The contract shall be for a period of one year with the potential for two (2) one year renewals. The actual number of licenses purchased each year will be based on a count of end users, provided by the WVDE, on the date of the annual contract renewal(s). Contract renewals for years two and three shall include software license fees, filtering updates, technical support and maintenance, and may also include any additional item(s) listed in the vendor response.

> **1.1** Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Additional information can be found on the Pricing Pages.
>
> The Pricing Pages contain a list of the Contract Items. No future use of the Contract or any individual item is guaranteed or implied.
>
> Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Connie.S.Oswald@wv.gov

2. ORDERING AND PAYMENT:

2.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

2.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

3. MISCELLANEOUS:

3.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

3.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

3.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

3.4 **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.

The vendor shall not knowingly make or submit false material statements or information. If false or fraudulent information is provided, the awarded contract shall be cancelled and awarded to the next lowest bidder meeting specifications.

3.5 **Renewals:** 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 year periods.

3.6 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

> **Contract Manager: Greig Ah Now**
> **Telephone Number: 519-826-5222**
> **Fax Number: 519-826-5228**
> **Email Address: greig.ahnow@netsweeper.com**

4 Exhibit A - Pricing Page

	Item	Vendor Description	Qty.	Unit Cost	Total Cost
1	Annual software cost for Filtering Servers.* *Vendor to specify quantity*	No server-based software costs are applicable; all licensing is per-user.	N/A	N/A	N/A
2	Annual software cost for Reporting Servers.* *Vendor to specify quantity*	No additional charges for reporting servers; all licensing is per-user.	N/A	N/A	N/A
3	Annual License for filtering of client computers on K-12 network.	As requested in the RFQ we are providing a per-user price. This is per user on WVDE networks, regardless of device/connectivity.	280,000	$0.75	$210,000
3.5	Site License (optional pricing model)	As an alternative, Netsweeper can also provide a limited site license for up to 300,000 WVDE filtering users on the WVDE network.	1	$200,000	$200,000
4	Annual License for mobile computers. (see note 1 below.)	No additional charge for mobile client users; price is per-user regardless of connectivity.	10,000	N/A	N/A
5	Technical support and upgrades/updates for filtering solution	Bundled into annual license & support cost	1 year	N/A	N/A
6	One Day onsite training, 6 hours. Charleston WV (see note 2 below)	WVDE staff are already trained and using the system. Netsweeper will provide one onsite training day as part of this contract.	1 day	$2000	N/A
7	Onsite installation, Charleston and Morgantown, WV (see note 2 below)	There is no work required to deploy the system.	4 days	N/A	N/A
8	Filtering Servers (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
9	Reporting Servers (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
10	Other Hardware (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
11	Hourly rate for custom system modifications	There is no work required to deploy Additional projects/custom development/etc. will be subject to a signed SOW and additional cost.	20 hours	$125/hr	N/A

5 Exhibit B – Forms and Attachments

See additional forms as provided by WVDE, including Attachment 1.

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.

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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

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	VENDOR
Spending Unit: _____	Company Name: _NETSWEEPER, INC.___
Signed: _____	Signed: _~~(signature)~~___
Title: _____	Title: ___COO___
Date: _____	Date: ___10 JUNE / 2013___

Attachment
PO# _EDD392953_

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

Agreed

_____ 10 June/2013
Signature   Date

COO
_____
Title

NETSWEEPER INC.
_____
Company Name

_____
Signature   Date

_____
Title

_____
Agency/Division

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

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF EDUCATION

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

DATE PRINTED
05/30/2013

BID OPENING DATE: 06/13/2013   BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED.		
				2. TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE RETURNED WITH YOUR BID. FAILURE TO RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: EDD392953
Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[   ]   Modify bid opening date and time

[   ]   Modify specifications of product or service being sought

[✓]   Attachment of vendor questions and responses

[   ]   Attachment of pre-bid sign-in sheet

[   ]   Correction of error

[   ]   Other

Description of Modification to Solicitation:

1. To provide answers to questions received.
2. To provide the addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ATTACHMENT A

EDD392953

Questions & Responses

1Q.	Do they require 10g interfaces on the filtering appliances?
1R.	No. It is not required that each appliance/server have 10Gbps interfaces. The solution must support 10Gbps of total bandwidth, which is the total bandwidth at each POP. All traffic should not pass through the appliance(s)/server(s) – only web requests pass through the filtering device(s). Therefore the solution must be capable of supporting filtering of 10Gbps total bandwidth. This can be accomplished with a single device with a 10Gbps interface or with multiple devices with smaller interfaces which collectively support the total required bandwidth.
2Q.	Do they require anti-malware scanning as part of the filtering solution?
2R.	No
3Q.	Do they have load balancers at their two POPs?
3R.	No
4Q.	How is their current solution deployed? Inline, proxy, wccp?
4R.	Inline with multiple devices handling requests via round-robin routing.
5Q.	Existing Internet Filtering and Reporting Solutions in place now?
5R.	Netsweeper is the vendor currently providing a filtering solution installed on equipment outlined in Section 1 – Current Environment.
6Q.	Are there any addendums to date for this RFQ?
6R.	No, as of today, May 28, 2013.

4 Exhibit A - Pricing Page

	Item	Vendor Description	Qty.	Unit Cost	Total Cost
1	Annual software cost for Filtering Servers.* *Vendor to specify quantity*	No server-based software costs are applicable; all licensing is per-user.	N/A	N/A	N/A
2	Annual software cost for Reporting Servers.* *Vendor to specify quantity*	No additional charges for reporting servers; all licensing is per-user.	N/A	N/A	N/A
3	Annual License for filtering of client computers on K-12 network.	As requested in the RFQ we are providing a per-user price. This is per user on WVDE networks, regardless of device/connectivity.	280,000	$0.75	$210,000
3.5	Site License (optional pricing model)	As an alternative, Netsweeper can also provide a limited site license for up to 300,000 WVDE filtering users on the WVDE network.	1	$200,000	$200,000
4	Annual License for mobile computers. (see note 1 below.)	No additional charge for mobile client users; price is per-user regardless of connectivity.	10,000	N/A	N/A
5	Technical support and upgrades/updates for filtering solution	Bundled into annual license & support cost	1 year	N/A	N/A
6	One Day onsite training, 6 hours. Charleston WV (see note 2 below)	WVDE staff are already trained and using the system. Netsweeper will provide one onsite training day as part of this contract.	1 day	$2000	N/A
7	Onsite installation, Charleston and Morgantown, WV (see note 2 below)	There is no work required to deploy the system.	4 days	N/A	N/A
8	Filtering Servers (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
9	Reporting Servers (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
10	Other Hardware (if required)* *Vendor is to specify quantity*	No additional hardware is needed; Netsweeper is already in place and operational at WVDE.	N/A	N/A	N/A
11	Hourly rate for custom system modifications	There is no work required to deploy Additional projects/custom development/etc. will be subject to a signed SOW and additional cost.	20 hours	$125/hr	N/A

Rev. 07/12

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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.**
   Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: NETSWEEPER   Signed: _____

Date: 10 JUNE / 2013   Title: COO

[illegible] EDD32781

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

[illegible] W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded [illegible] employer default.

EXCEPTION: [illegible] does not apply where a vendor has contested any tax administered [illegible] workers' compensation premium, permit fee or environmental fee [illegible] where the vendor has entered into a payment plan or agreement and the vendor [illegible] such plan or agreement.

DEFINITIONS:

[illegible]

Employer default [illegible]

Related party [illegible]

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of [illegible] false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined [illegible] and that neither vendor nor any related party are in employer default as defined above, unless the debt or [illegible] default is permitted under the exception above.

[illegible] THE FOLLOWING SIGNATURE:

Hotsweeper Inc

[illegible] Date: 6 Sept 2012

Province of ONTARIO

Middlesex [illegible]

[illegible] before me this 6 day of September 20

[illegible] N/A 20

[illegible] SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit [illegible]

C. Vatsentzatos
Barrister, Solicitor
NOTARY Public

RFQ No. EDD392953

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

NETSWEEPER INC.
(Company)

Andrew Graydon
(Authorized Signature)

ANDREW GRAYDON, COO
(Representative Name, Title)

519 826 5222   519 826 5228
(Phone Number)   (Fax Number)

10 JUNE 2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:   EDD392953

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X] Addendum No. 1   [ ] Addendum No. 6

[ ] Addendum No. 2   [ ] Addendum No. 7

[ ] Addendum No. 3   [ ] Addendum No. 8

[ ] Addendum No. 4   [ ] Addendum No. 9

[ ] Addendum No. 5   [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

NETSWEEPER, INC.
_____
Company

_____
Authorized Signature

10 JUNE / 2013
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012