

POMEROY

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June 13, 2013

Pomeroy
500 Westmoreland Office Park
Dunbar, WV 25064

West Virginia Department of Education
Building 6
1900 Kanawha Boulevard, East
Charleston, WV 25305

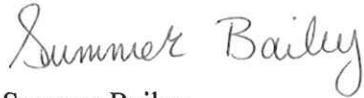
Dear Sir or Madam,

Pomeroy is pleased to submit this response to West Virginia Department of Education's RFQ EDD392953. This RFQ is to provide an Internet Filtering and Reporting Solution that consists of software, licensing, software upgrades/updates, database updates, and technical support.

Pomeroy warrants that: a) we have read and understands the RFQ documents, instructions, terms and conditions; b) Our proposal is made in accordance therewith; and c) Our proposal is based upon the materials, equipment, systems, infrastructure and/or services specified.

Please feel free to contact me immediately if you have any questions or need any additional information.

Sincerely,



Summer Bailey
Technology Solutions Executive

06/13/13 12:15:24 PM
West Virginia Purchasing Division



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

Solicitation

NUMBER
EDD392953

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	Pomeroy
	500 Westmoreland Office Park Dunbar, WV 25064

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

DATE PRINTED
05/16/2013

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

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF EDUCATION REQUEST A QUOTE TO PROVIDE AN INTERNET FILTERING AND REPORTING SOLUTION THAT CONSISTS OF SOFTWARE, LICENSING, SOFTWARE UPGRADES/UPDATES, DATABASE UPDATES AND TECHNICAL SUPPORT PER THE SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS ATTACHED. BID OPENING: JUNE 13, 2013 AT 1:30 PM						
0001	1	JB		920-45		
INTERNET FILTERING & REPORTING SOLUTION THAT CONSISTS OF SOFTWARE, LICENSING, SOFTWARE UPGRADES/UPDATES, DATABASE UPDATES AND TECHNICAL SUPPORT.						
***** THIS IS THE END OF RFQ EDD392953 ***** TOTAL:						<u>\$302,400.00</u>

SIGNATURE <i>Summer Bailey</i>	TELEPHONE 304-541-4288	DATE 06/10/2013
TITLE Technology Solutions Executive	FEIN 61-4352158	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:

 Fax:
 Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 13, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
 Upon Award
 and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

- 4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

- 5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

- 6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

- 7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

- 8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

] **Commercial General Liability Insurance:**
 \$1,000,000.00 minimum or more.

] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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.

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.

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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.

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.

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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.

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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.

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.

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.

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.

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.

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.

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

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.

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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.

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.

The filtering solution **must** have the capability to filter based on the IP address of the client computer and 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.

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.

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.

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.

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.

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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.

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.

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.

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

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-Peer to Pcer (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)

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.

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

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.

The filtering solution **must** have 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.

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

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

The filtering solution **must** 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.

All end user functions of the reporting application **must** be 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.

The reporting capabilities **must** 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.

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.

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.

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

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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.

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.

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.

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.

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.

2.1.7 Vendor Response

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

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
San Diego Unified School District	Barbara Allen (619)668-8635	120,000	140,000	10GB
Erie 1 BOCES	Ron Ternowski (716)821-7049	120,000	213,000	6GB

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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.

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

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.

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.

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

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.

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.

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

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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 meeting specifications.

- 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: Summer Bailey
Telephone Number: 304-541-4288
Fax Number: 1-866-301-1761
Email Address: summer.bailey@pomeroy.com

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 EDD392953 Internet Filtering and Reporting Solution

Pricing Page

Exhibit "A"

Item	Vendor Description	Quantity	Unit Cost	Total Cost
Annual software cost for Filtering Servers.* <i>Vendor to specify quantity</i>				Included
Annual software cost for Reporting Servers.* <i>Vendor to specify quantity</i>				Included
Annual License for filtering of client computers on K-12 network.	Lightspeed Web Filtering	280,000	\$0.57	\$162,400.00
Annual License for mobile computers. (see note 1 below.)	Lightspeed Mobile Filtering	10,000	\$0.00	\$0.00
Technical support and upgrades/updates for filtering solution		1 year		Included
One Day onsite training, 6 hours. Charleston WV (see note 2 below)		1 day		Included
Onsite installation, Charleston and Morgantown, WV (see note 2 below)		4 days		Included
Filtering Servers (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Bottle Rocket	10	\$1,000.00	\$10,000.00
Reporting Servers (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Bottle Rocket	10	\$1,000.00	\$10,000.00
Other Hardware (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Load Balancer	2	\$60,000.00	\$120,000.00
Hourly rate for custom system modifications		20 hours		Included
Grand Total				\$302,400.00

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Note 1: A mobile computer requires special client software that will force the computer to be filtered even when it is disconnected from the K-12 network and connected to any other network which provides Internet access. If there is no price difference for mobile computers, enter the same unit cost as for computers on the K-12 network.

Note 2: Costs for training and installation, configuration and testing **must** be inclusive of all incidental costs. Travel expenses, training materials and other reimbursable expenses will not be paid separately. The distance between Charleston and Morgantown WV is approximately 180 miles.

Item Pricing:

This worksheet is for vendors to identify items, quantities and provide prices. The vendor should indicate "No Cost" or "N/A" in the appropriate cells or blanks of the cost worksheet for which there are no separate or applicable costs. Any cost area that is left blank will be assumed to be "No Cost." The vendor may add notes to explain or clarify the bid.

* Vendor is encouraged to provide unit pricing for each of these items. However, it shall be the responsibility of the vendor to determine sufficient quantities needed for the scope of work outlined in the RFQ. For example, the quantity of servers needed to provide coverage for the WVDE's network may be set at one for vendor A, but be determined to be 5 by vendor B, due to design efficiencies.

Signature: Summer Bailey Date: 06/10/2013

Company Name: Pomeroy

Address: 500 Westmoreland Office Park Dunbar, WV 25064

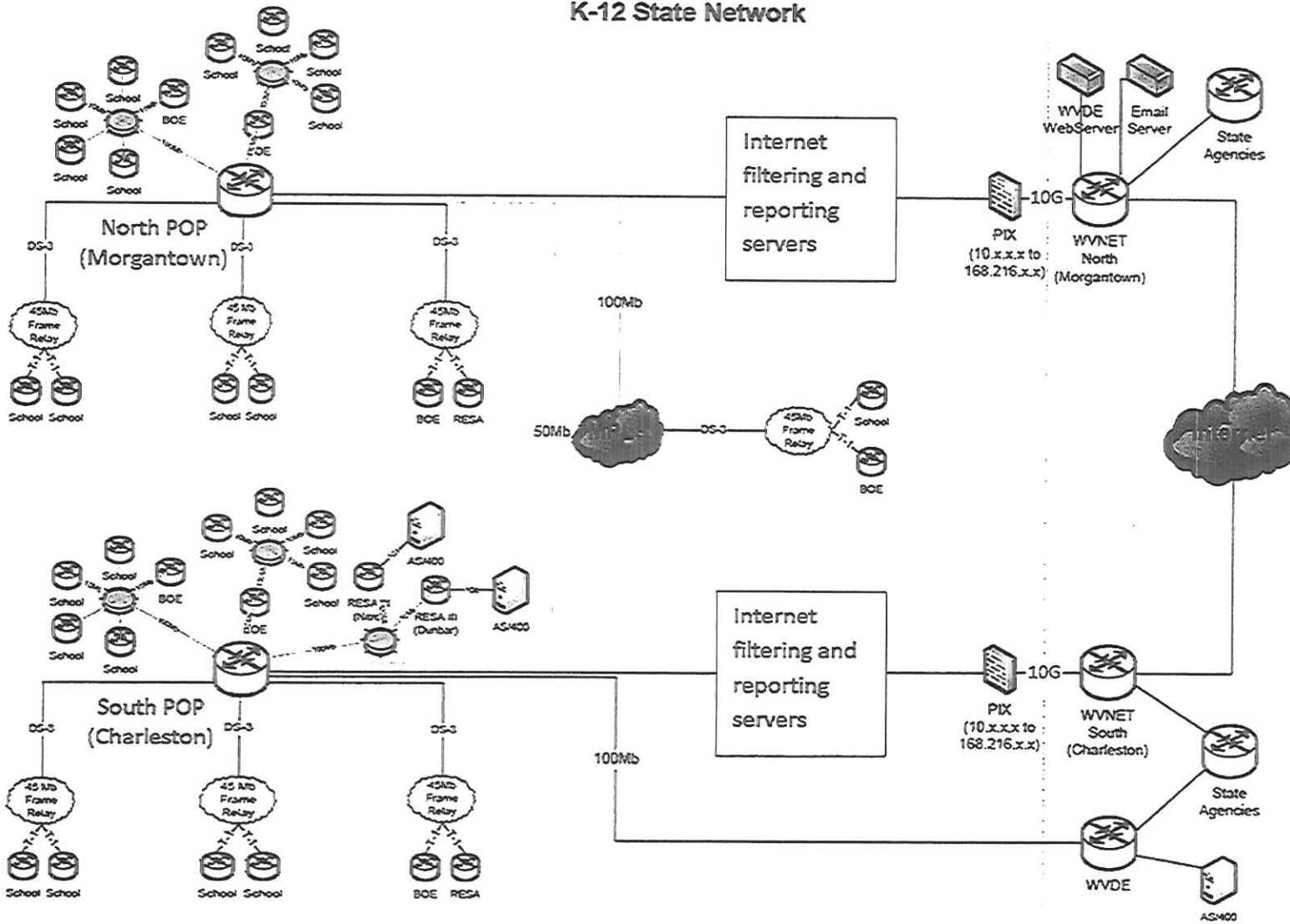
Phone: 304-746-4434

Fax: 1-866-301-1761

Email: summer.bailey@pomeroy.com

Attachment A

West Virginia Department of Education K-12 State Network



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: Pomeroy

Signed: _____

Signed: Summer Bailey

Title: _____

Title: Technology Solutions Executive

Date: _____

Date: 06/10/2013

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

Summer Bailey
Signature Date

06/10/2013

Signature Date

Technology Solutions Executive
Title

Title

Pomeroy
Company Name

Agency/Division

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/see of bandwidth at each POP.

The Lightspeed solution provided by Pomeroy is capable of filtering more than 200,000 workstations, more than 280,000 users, and 10 gigabits of bandwidth at each POP.

The vendor must provide evidence of at least on 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.

Lightspeed has installations at several large schools and consortiums, including the state of Wyoming; Kent Council in the United Kingdom; and San Diego Unified School District. Please see the included case study on San Diego Unified School District.

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.

The Lightspeed solution provided by Pomeroy is configurable to meet the needs of the state of West Virginia, and can be installed as a POP-based solution.

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.

The Lightspeed solution provided by Pomeroy includes all the hardware and software required to exceed the state's requirements.

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.

The Lightspeed solution provided by Pomeroy includes vendor-provided, proprietary Lightspeed Systems Rocket appliances.

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

The Lightspeed solution provided by Pomeroy will work in this environment.

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

The Lightspeed solution provided by Pomeroy will work in this environment.

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

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The Lightspeed solution provided by Pomeroy will work in this environment and will not exceed 12 appliances 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.

The Lightspeed solution provided by Pomeroy will work in this environment.

In the event the winning bid does not meet the requirements of the 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.

We comply with this requirement.

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.

We comply with this requirement.

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.

The Lightspeed solution provided by Pomeroy provides cross-platform filtering for mobile devices, no matter what network or internet connection they are on. This does not require use of a VPN.

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

The Lightspeed solution provided by Pomeroy can filter based on IP.

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

The Lightspeed solution provided by Pomeroy can integrate with authentication systems, including Active Directory and LDAP.

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 computer and 140,000 users at 10 gigabits/see of throughput.

The Lightspeed solution provided by Pomeroy will be configured to provide full redundancy.

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.

The Lightspeed solution provided by Pomeroy provides a web-based management interface.

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.

The Lightspeed solution provided by Pomeroy can be configured to block Internet access in the event of a failure.

The Internet filtering solution provided as a result of the RFQ must be verified by the vendor to meet the requirements of the Children's Internet Protection Act (CIPA) (refer to <http://www.fee.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.

This solution is fully CIPA compliant. It blocks access to CIPA specified content; it provides monitoring and reporting on the Internet activity of minors; and it even includes a feature to help teach students about appropriate social networking and digital citizenship (a latest addition to CIPA requirements).

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.

The Lightspeed solution provided by Pomeroy is fully COPPA compliant.

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.

Yes, the Lightspeed solution can granularly allow/block web sites by categories or individual URLs, using either HHTTP or HTTPS protocols.

The vendor must include all categories that the 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.

This solution always includes our full database of billions of URLs organized into education-specific categories.

The vendor must provide, but is not limited to, the pre-populated categories of the following classification 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)

The Lightspeed solution includes the above categories, and many more.

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.

The Lightspeed solution provided by Pomeroy can be configured with custom allow/block lists to impose filtering policies regardless of our database categorization.

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

An unlimited number of custom categories is supported.

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.

Yes, wildcards can be used to create URL Pattern lists to allow or block access to certain sites.

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

Yes, the Lightspeed Rocket Web Filter has the option to block any P2P protocol traffic.

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.

The Lightspeed Rocket Web Filter can enforce safe search options on Google and Bing web searches as well as image search results from those search providers.

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

This can be achieved with our Tiered Administration feature in the Web Filter. This allows each group to be managed individually.

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.

Yes, administrators can be assigned to individual Tiers, or to the entire Root Tier structure of the web filter.

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.

Additional users can be given limited rights to the system in our Tiered Administration. Additionally we have a number of features that limit the need for this access such as automated reporting and Web Zones.

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

Yes, the Lightspeed Rocket Web Filter allows you to customize the Access Page based on policy assignment, which is tied to group membership.

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.

Informational pages can be customized by both the client group and the categorization of the site.

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.

The Lightspeed Rocket Web Filter can be configured to only filter the traffic that is being generated by the district.

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.

This is exactly how the Lightspeed Rocket Web Filter is designed to operate.

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.

All “on the fly” evaluation features in The Lightspeed Rocket Web Filter can be selectively disabled.

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

The Lightspeed Rocket Web Filter Dashboard shows statistics for traffic being passed, total sessions, filtered sessions, Parent/Child sync, Recent Search Queries, and CPU, Memory, and Disk utilization.

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.

The Lightspeed Rocket Web Filter includes “Advanced Rule Sets” which are Day / Time based policies.

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.

The Lightspeed Rocket Web Filter is a Transparent Bridge network device, thus, all traffic is passed to the firewall in an unmodified state.

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.

Yes, the solution meets those requirements.

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.

The Lightspeed Rocket Web Filter offers a Parent/Child synchronization model, which allows administrators to make a change on a parent device, and have that change immediately be propagated out to the child filtering devices. There is no further need for intervention to make these changes happen.

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.

Yes, the Lightspeed Rocket Web Filter ships with 1TB of storage space built in for reports, but you can also utilize any iSCSI capable storage device to move report retention off the appliance if desired.

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

Yes, all reports can be exported to generic text format.

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.

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Yes, our solution can provide full URL detail.

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

Yes, all reporting is accessible via the web-based interface.

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

Yes, the Lightspeed Rocket Web Filter allows you to create reports based on any of these criteria by applying filters.

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

Yes, the Lightspeed Rocket Web Filter allows scheduled running of ANY report in the system.

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

Yes, the Lightspeed Rocket Web Filter allows you to create custom reports at any time which can then be accessed quickly through a favorites section of the reporting interface.

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.

Costs are broken out and shown on on Pricing Page – Exhibit A.

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.

Pomeroy is an authorized reseller of Lightspeed Systems. See the attached Certified Reseller Letter.

2.1.6 Service Requirements

The vendor must provide modification or replacement of software that fails to perform according to 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.

We comply with this requirement.

EDD392953 – Vendor Response

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 solutions. 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 20 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.

We comply with this requirement.

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.

We comply with this requirement.

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.

We comply with this requirement.

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.

Toll-free telephone and email technical support is available 24 hours a day, 7 days a week. To reach technical support, customers can call 1-800-444-9267 or email for technical support support@lightspeedsystems.com.

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.

Administrators can opt to give specified users (typically educators) the ability to submit sites for review and possible recategorization right from the page they receive when a page is blocked. Those requests are sent to the Administrator and Lightspeed Systems and are shown in the Blocked for Review report.

Requests for review and categorization can also be made to Lightspeed Systems at <http://archive.lightspeedsystems.com/resources/Databases.aspx> or by emailing content@lightspeedsystems.com.

REQUEST FOR QUOTATION
 EDD392953 Internet Filtering and Reporting Solution

Pricing Page

Exhibit "A"

Item	Vendor Description	Quantity	Unit Cost	Total Cost
Annual software cost for Filtering Servers.* <i>Vendor to specify quantity</i>				Included
Annual software cost for Reporting Servers.* <i>Vendor to specify quantity</i>				Included
Annual License for filtering of client computers on K-12 network.	Lightspeed Web Filtering	280,000	\$0.57	\$162,400.00
Annual License for mobile computers. (see note 1 below.)	Lightspeed Mobile Filtering	10,000	\$0.00	\$0.00
Technical support and upgrades/updates for filtering solution		1 year		Included
One Day onsite training, 6 hours. Charleston WV (see note 2 below)		1 day		Included
Onsite installation, Charleston and Morgantown, WV (see note 2 below)		4 days		Included
Filtering Servers (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Bottle Rocket	10	\$1,000.00	\$10,000.00
Reporting Servers (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Bottle Rocket	10	\$1,000.00	\$10,000.00
Other Hardware (if required)* <i>Vendor is to specify quantity</i>	Lightspeed Load Balancer	2	\$60,000.00	\$120,000.00
Hourly rate for custom system modifications		20 hours		Included
Grand Total				\$302,400.00



Together we do amazing things

January 1, 2013

To Whom it May Concern:

This letter is to confirm that Pomeroy is currently an authorized reseller in the state of West Virginia that sells and supports Lightspeed Systems, Inc. and our network management solutions.

Lightspeed Systems is the sole source manufacturer and distributor for the entire line of Lightspeed Systems software. Combined together in an all-in-one solution, ours is the only network management software that integrates the following features into a single solution:

- Extensive network traffic reports
- Anti-spam
- Content filtering
- Mobile filtering
- Peer-to-peer file-sharing limiting/blocking
- Traffic prioritization
- Safe social networking
- Educational resource library access
- Email archiving
- Power management
- Mobile device management

If you have any questions or need further information, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Terrisa Metzler".

Terrisa Metzler
Channel Director
Lightspeed Systems
terrisa@lightspeedsystems.com
661-716-7600

Customer Success | Case Study

School: San Diego Unified School District

State: California

District Size: 131,00 Students

Solution: High-Capacity Rocket, Web Filter, Mobile Filter

Focus: Filtering, Mobile Filtering, High-Capacity

San Diego Unified Enhances Safe Mobile Learning and Filters More Than a Gig of Traffic with the Lightspeed Filter

Overview

The San Diego Unified School District stretches across 228 facilities. It is the second-largest district in California, serving 131,000 students and employing more than 6,000 teachers. With a large mobile learning program, growing in scope thanks for an FCC Learning On-The-Go wireless pilot program, the district relies on the Lightspeed Systems Mobile Filter to ensure mobile users were safe and devices secure.

In addition, managing a large network like the one at San Diego Unified means filtering a lot of traffic—which can lead to bottlenecks and degraded network performance with some solutions. The district ensures fast, reliable filtering under the heaviest traffic loads, with the Lightspeed High-Capacity Rocket, Web Filter—and a team of dedicated and knowledgeable service and support professionals.

Challenges

A recognized expert in network infrastructure and visionary in educational technology, Darryl LaGace, Chief Information and Technology Officer, joined San Diego Unified School District in 2008 to lead the Integrated Technology Support Services (ITTS) division. Before that, he had used Lightspeed solutions at Lemon Grove School District, where he designed and engineered a wireless WAN, LemonLINK, which links the community's schools, libraries, city services, and home.

From his work in Lemon Grove, Darryl knew that Lightspeed could help him meet his goals for the San Diego Unified network. "I knew the Lightspeed solutions were powerful and easy to use, the company was dedicated to schools, and the employees were helpful and knowledgeable," Darryl shares. "To face the new challenges I'd have running a complex network for a large district, I wanted to partner with a company I could trust, so I chose Lightspeed Systems solutions."

San Diego Unified was the first district to get a 10Gb high-speed network connection thanks to the K12HSN program, which grew out of Project DCP (Digital California Project). The program gives schools access to reliable high speed networks so they can "access online resources to support teaching and learning and promote academic achievement."

Darryl's vision for the San Diego Unified district network and his commitment to integrating technology in schools and ensuring access to all students would benefit from the HSN, as it meant the district would have the bandwidth to provide more online services to its users. But it also meant Darryl needed a solution that could handle the increased bandwidth and that could filter the heavy traffic loads.

Solution

Lightspeed began development of a high-capacity filtering appliance that could handle the growing demands of schools like San Diego Unified. The new High-Capacity Rocket, Web Filter, 10Gb version handles filtering for the 65,000 workstations across the district and the 1Gb of throughput they currently create—and has the ability to scale to meet increasing usage and demands. (In fact, it can handle up to 10Gb of throughput.)

"On top of the quality product, the Lightspeed team has provided an amazing level of support and service at a local level."

Darryl LaGace,
Chief Information and Technology Officer,
San Diego Unified School District



"Scalability is key to any solution," Darryl reports, "because we're always growing. Now we're in the midst of a mobile roll-out including 30,000 netbooks." In fact, San Diego Unified was selected as a pilot site by the FCC for the 2011 Learning On-The-Go wireless program. The mobile filtering with the Lightspeed solution will ensure that policies, protection and CIPA compliance extend to off-network users and devices, and will help Darryl report on the effectiveness of his program. "We have established a Mobile Learning Program to seamlessly integrate ubiquitous, one-to-one computing and other 21st century technology into all teaching and learning throughout the curriculum. The Lightspeed mobile filter helps us do that safely and securely. It also lets us report back on the activity of mobile users, which will be critical to monitoring and improving our program."

When it comes to complex network infrastructures and high throughput volumes like at San Diego Unified, a standard off-the-shelf filtering solution just isn't adequate. It also takes support and services professionals, willing to work with a district along the way. Darryl is known for his perseverance and his creative, hands-on approach to getting things done; Lightspeed doesn't just sell a solution and then walk away, either. "Not only did the Lightspeed engineers come to my site to assist with my initial install, they also worked closely with me every step of the way as I upgraded my network infrastructure and implemented new solutions. They even created new product features based on my requests," Darryl explains.

The Lightspeed High-Capacity filtering appliance gives San Diego Unified a highly functional, fast solution for web filtering and mobile filtering—with additional features that both Darryl and his users appreciate. As Darryl says: "The Lightspeed appliance has administrative features that benefit me, such as tiered administration, reporting, and granular policy control; but it also has features that benefit my users, such as a safe YouTube video library. And it has mobile filtering, which benefits both me and my users by letting us provide safe mobile learning."

Conclusion

Darryl's expertise and vision are transforming the San Diego Unified network and increasing the engaging, safe use of technologies both in classrooms and outside of classrooms across the district. Lightspeed Systems has worked together with Darryl and his team for years, ensuring that our solutions and the services grow to along with their plans and needs.

"The size and complexity of the San Diego Unified network meant we faced some new challenges—but the Lightspeed solution and team have met them every step of the way. On top of the quality product, the Lightspeed team has provided an amazing level of support and service at a local level. I'm confident and excited moving forward with my network and wireless programs with the Lightspeed solution and team behind me." Darryl happily sums up.

About Lightspeed Systems

Lightspeed Systems Inc., founded in 1999, develops comprehensive network security and management solutions for the education market. We are committed to helping schools operate their networks effectively and efficiently, so educators can provide safe online teaching and learning environments.

Exceptional Service and Support

Our unparalleled service and support mean our solutions will continue to deliver, long after their easy implementation. With any Lightspeed Systems solution, you can depend on:

- 24/7 live-person phone technical support.
- Comprehensive online knowledge bases.
- The Lightspeed Wiki, rife with user collaboration and product expertise.

Professional Development & Training

Professional Services: We provide customized, collaborative professional development services to address your specific needs. For more information, please contact ps@lightspeedsystems.com

Training: To help you fully leverage your investment in Lightspeed Systems solutions, we offer an array of training options.

- Online introductory training and user demonstration videos.
- Administrator certification.
- Regional training throughout the U.S.

Contact Us

Learn more about our products and services at www.lightspeedsystems.com

We Welcome Your Calls and Emails

Lightspeed Systems
1800 19th St., Bakersfield, CA 93301

Main: 877.447.6244

Support: 800.444.9267

Sales: sales@lightspeedsystems.com

Support: <http://wiki.lightspeedsystems.com>



See the powerful reporting, policy creation, and customization features of Total Traffic Control, and our component solutions, for yourself. Schedule an online demonstration: www.lightspeedsystems.com/demo



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.

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.

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1

<input type="checkbox"/> Addendum No. 2

<input type="checkbox"/> Addendum No. 3

<input type="checkbox"/> Addendum No. 4

<input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6

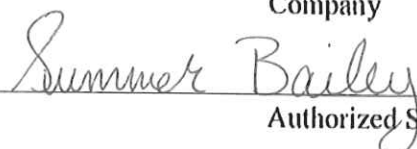
<input type="checkbox"/> Addendum No. 7

<input type="checkbox"/> Addendum No. 8

<input type="checkbox"/> Addendum No. 9

<input type="checkbox"/> 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.

Pomeroy
 Company

 Authorized Signature

06/10/2013
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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: Pomeroy

Signed: Summette Bailey

Date: 06/10/2013

Title: Technology Solutions Executive

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 exceeds 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: Pomeroy

Authorized Signature: Summer Bailey Date: 06/10/2013

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 12th day of June, 2013.

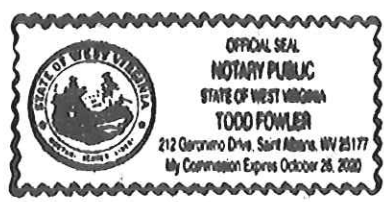
My Commission expires 10-26, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature]

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.

Pomeroy

(Company)

Summer Bailey

(Authorized Signature)

Summer Bailey, Technology Solutions Executive

(Representative Name, Title)

(304)541-4288

(Phone Number)

1(866)301-1761

(Fax Number)

06/10/2013

(Date)

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SOLICITATION NO.: EDD392953

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| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
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Pomeroy

Company

Summer Bailey

Authorized Signature

06/10/2013

Date

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