

Original



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

Request for Quotation

RFQ NUMBER	PAGE
EDD327891	1

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

*920150302 519-826-5222
 NETSWEEPER INC
 104 DAWSON RD
 GUELPH ONTARIO CANADA N1H 1A7

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
04/05/2010						
BID OPENING DATE: 05/13/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45	\$	132,800.00
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF EDUCATION, IS SOLICITING BIDS FOR AN INTERNET FILTERING AND REPORTING SOLUTION PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/27/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
EXHIBIT 3						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	TITLE		TELEPHONE	DATE		
<i>Michael Blum</i>	Director		519-826-5222	May 7/10		
FERN 87252-8823			ADDRESS CHANGES TO BE NOTED ABOVE			

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

RECEIVED

2010 MAY 10 A 11: 24

PURCHASING DIVISION
 STATE OF WV



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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Michael Stige</i>		TELEPHONE 519-826-5222		DATE May 7/10		
TITLE Director		FAX 87-252-8823		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: EDD327891</p> <p>BID OPENING DATE: 05/13/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Michael Stogel</i>		TELEPHONE 519-826-5222		DATE MAY 7/10		
TITLE Director		FAX 87252-8823		ADDRESS CHANGES TO BE NOTED ABOVE		
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----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ EDD327891 ***** TOTAL: \$ 132,800.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael D. [Signature]*
 TITLE: **Director** FEIN: **87252-8823** TELEPHONE: **519-826-5222** DATE: **4/5/10**

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Introduction:

The State of West Virginia,
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, West Virginia
25305-0130

Attention: Ms. Shelley Murray

Dear Ms. Murray,

Netsweeper Inc. is pleased to present this quotation to your State, in response to RFQ #EDD327891. As we have discussed, Netsweeper Inc. designed and installed the current system, which has served WVDE for the past four (4) years. During that time, the system has been supported, enhanced, modified and upgraded on a continuous basis. But computer software and hardware is only part of the relationship between our two organizations.

Netsweeper's primary business is the creation and support of education-focused Internet management technologies. Over the past four years, it has been our sincere pleasure to work with the staff of professionals at the WVDE. As with all large, complex and evolving data systems, this system is never 100% complete. These systems must grow and change to meet the changing needs of your students, teachers and of the responsible authorities. Netsweeper has worked constantly with WVDE I.T. and management staff to ensure these evolving needs were met. The development and maturation of this working relationship may be difficult to quantify, but it is almost impossible to replicate.

Next, a vital component of your procurement process is an evaluation of risk, and the most difficult 'risk' to quantify is the level of commitment and capacity available from a prospective vendor. Netsweeper Inc. is dedicated to the education technology endeavour; on almost daily interaction with your I.T. staff is a more powerful demonstration that any claim we can make. While other major vendors have effectively moved in and out of the education technology business, Netsweeper Inc. has remained constant and been extremely successful in our endeavour. In addition to West Virginia, our systems now assist in the education of students in the States of Florida, Maryland, Missouri, North Carolina, Nebraska and New York, as well as more than 6 million students in 4 Canadian provinces and 6 regional networks in England. In short, we are both committed and dependent on our continuing excellence in serving you.

Finally, we feel we offer the best value of any proven Internet filtering vendor. As our product has expanded to include additional features (such as applications management, anti virus protection, student mobile filtering and many others), and significant upgrades in speed and

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Finally, we feel we offer the best value of any proven Internet filtering vendor. As our product has expanded to include additional features (such as applications management, anti virus protection, student mobile filtering and many others), and significant upgrades in speed and reliability, we have not increased the subscription pricing to WVDE. Your quotation represents

a significant savings over much larger users of our systems elsewhere. This exceptional value is offered in recognition of our long-standing relationship and reflects our understanding of the severe fiscal challenges faced by all education administrations.

Next, the current installed (Netsweeper) system is performing extremely well. That notwithstanding, WVDE I.T. staff and Netsweeper have already scheduled a system upgrade that will decrease hardware requirement while increasing system throughput. This enhancement will decrease on-going operations costs by approximately 21% while supporting all foreseeable traffic increases. That is, more filtering with about 40% less hardware and maintenance.

Finally, the annual subscription fee is quoted as per your instructions. As an indication of good faith, our appreciation of your business and our continuing contribution budget responsibility at WVDE, Netsweeper is prepared to accept the indicative purchase thresholds provided by WVDE (140,000 license subscriptions) as a "cap" for expenditures on this system, for the duration of the contract. That is, should WVDE incorporate computers in addition to 140,000, there would be no additional licensing fees payable. We feel this budgeting certainty provides a powerful benefit to WVDE as we go forward together.

As per bid instructions, the designated quotation sheets are included.

Netsweeper Inc. looks forward to continuing our long and productive relationship with West Virginia educators and technologists. If you or your colleagues have any questions in regard to this matter, please contact me immediately.

Sincerely,



Mick Sharpe
Director, Business Development
Netsweeper Inc.

Notes from RFQ #EDD327891 Purchasing Process Requirements

1. Quote must be received before May 12, 2010
2. Register with the Purchasing Division & pay the \$125.00 fee.
3. State is exempt from all federal & state taxes
4. Use the quotation form provided
5. Any deviations from the specifications must be clearly highlighted and defined.
6. Quotation is FOB Charleston
7. No communications with State during bid process, except with Shelly Murray
8. Pricing is firm for the life of the contract
9. Bid to be delivered to:
Department of Administration
Purchasing Division
Building 15,
2019 Washington Street East
Charleston, WV 25305 - 0130

Introduction

Please find enclosed the Netsweeper Inc. quotation in response to RFQ EDD327891, for supply and provision of an Internet filtering and reporting solution. As required by the terms of the RFQ, Netsweeper's quotation meets or exceeds every statement including the words "must" and/or "shall".

The Netsweeper products and services are capable of, and current provide a level of service appropriate for Internet Service Provider (ISP) facilities with 3 Gigabits of Internet bandwidth. School based or district based filtering solutions are not proposed in response to this RFQ.

All other requirements detailed in the RFQ are met or exceeded by the Netsweeper system. Please see details enclosed within this document.

Section I – Current Environment:

Netsweeper Inc. is intimately familiar with the current WVDE system. Netsweeper designed and installed the current system four years ago, and have continuously maintained and updated the system since then. Therefore, our quoted system meets (and exceeds) all the requirements listed.

Please note the following:

Netsweeper recommends an upgrade to the currently installed (2.6.27.21) version of Netsweeper Enterprise filter to the current version. The benefits include;

1. Reduced server requirements. Our system audit of March 2010 indicates that the present hardware footprint operates at less than 20% capacity. With the system upgrade, Netsweeper is confident that WVDE will see even greater throughput and will reduce your hardware requirements by 55%, while retaining the ability for growth (That is, reduced from 18 total servers to 10 total servers: 4 filtering servers and 1 logger/report at each site).
2. The WVDE network has grown since the current system was installed and your request (for 140,000 licenses) indicates a further growth. This will be easily accommodated by the increased capability of the newer version
3. Better system monitoring and reporting
4. Additional features and functions.
 - a. In close cooperation with WVDE I.T. staff, Netsweeper Inc. has implemented several key feature additions. Please note these under the appropriate sections below.

There is no charge for these upgrades. These upgrades are part of the standard support services included with annual license fees quoted below.

Section II - Technical Requirements:**General**

The specific items listed describe the current Netsweeper installation at W.V. D.E. For the purpose of clarity, we have reviewed and responded to each.

Also note that all statements of function are verified within the attached support documentation and by the system currently in operation at the WVDE network.

The current Netsweeper Inc. system provides all the required functions including:

1. Filter 140,000 total computers in the network consisting of two POPs. Please note that **the proposed system is rated to filter more than 200,000 computers with hardware reduction stated above** or change to the current system. It will continue to support 70,000+ client computers using 3 gigabits/sec of bandwidth at each POP.
2. The currently installed Netsweeper system meets and exceeds the 70,000 computers with 3 gigabits/second bandwidth threshold requested in the RFQ. Additionally, similar Netsweeper installations in the State's of Maryland and Missouri verify this capability.
3. The current Netsweeper system is a POP-based installation. There is no requirement to install software at any district or school location.

Note: Please be aware that the same Netsweeper system used by WVDE is used by more than 600 individual School Boards in the USA, Canada, U.K. and elsewhere in the world. Should a school board within West Virginia desire to implement a customer premise system of their own; or, should the WVDE wish to offer a hybrid system (of WVDE support with district level management), **Netsweeper has proven methods of supporting this function and there is \$0 additional software subscription charges for this hybrid system.** The state-wide quotation listed below is the total charge to all education users in the State of West Virginia, regardless of installation type.

4. The current Netsweeper system is a complete system, including filtering, logging, report and administrative applications, as well as operating and database management systems.

Note: In addition, the quotation provided below includes access to Netsweeper Inc.'s "client filter". This is an optional function designed specifically for managing student laptops that leave the safe environment of the State's network. There is no additional charge for this application. The Netsweeper Inc. 'client filter' supports both Windows and Intel Mac OS X devices. .

5. The current Netsweeper Inc. meets and exceeds all WVDE requirements, using the hardware environment listed (by WVDE). Please note that Netsweeper Inc. has performed an audit of the WVDE system and has suggested a less expensive hardware configuration.
6. The current Netsweeper Inc. enterprise filter supports up to 4.5 Gbps of traffic on the hardware environment listed, far exceeding WVDE requirements.
7. The proposed Netsweeper Inc. system will require only eight (8) servers to meet / exceed WVDE traffic requirements.
8. The proposed Netsweeper Inc. system meets all physical installation "rack" and "power consumption" parameters.
9. Should Netsweeper Inc. be the winning proposal, there will be no need for:
 - a. Additional servers
 - b. Network changes.
10. The current Netsweeper Inc. system provides all the required functions including:
 - a. An optional function designed specifically for managing student laptops that leave the safe environment of the State's network. There is no additional charge for this application. The Netsweeper Inc. 'client filter' supports both Windows and Intel Mac OS X devices. The Netsweeper Inc. 'client filter' is not a VPN-designed application and does not rely on web browser settings such as proxy servers configuration. Please see the attached "B" for a description of Netsweeper Inc.'s client filter for education. Please note that such leading education technology vendors as Lenovo, H.P., Intel – ClassmatePC; have all evaluated many such systems and have all selected Netsweeper's Client Filter solution.
11. The current Netsweeper Inc. is able to filter on individual I.P. address and does not require user authentication.
12. The current Netsweeper Inc. system is fully able to integrate and auto-synchronize with A.D., eDirectory, Open Directory and any LDAP iteration.
13. The current Netsweeper Inc. system is engineered to operate with full redundancy; failure of one server or application will not reduce the system capacity to provide filtering for 70,000+ computers @ 3.0 Gbps of throughput.
14. The current Netsweeper Inc. system is already installed and operating at a service level that exceeds this document's requirement. Netsweeper Inc. proposed that the "no cost" system upgrade (to the smaller, faster Netsweeper system) be completed during the July/August 2010 timeframe.

Internet Filtering

The current Netsweeper Inc. system provides all the required functions including:

1. A secured web-based interface for all management and configuration tasks to be performed by WVDE staff;
2. Is configurable to block access to the Internet in the event of failure of the filtering system (this feature is called "fail closed"). In this way, no user is allowed unfiltered access to the Internet;
3. Meets and exceeds all CIPA requirements. Netsweeper has worked closely with WVDE and other State education services providers in Missouri, Maryland, North Carolina; as well as safety authorities such as BECTA (British Education Computer / Technology Authority); and the International Watch Foundation (UK) to continuously advance the cause of full but safe Internet for students and all children;
4. Is compliant with COPPA and does not require the collection or retention of any personal information of any child or other user of the WVDE network;
5. Enables WVDE to selectively filter content based on BECTA-accredited and WVDE custom-developed categories of websites; or individually selected websites (URLs), using http and https protocols;
6. The current Netsweeper Inc. system is offered (and is installed) in its entirety. There has not been, nor will there be, any function, feature, capability or category withheld from WVDE for cost negotiation (or for any other reason).
7. The current Netsweeper Inc. system provides all (and many more) pre-populated categories (as listed in the RFQ). In addition, Netsweeper Inc. has worked continuously with WVDE to expand the categories necessary to ensure safe Internet access for all users.
8. Specifically included categories are:
 - a. Pornography
 - b. Obscenity
 - c. Dating
 - d. Gambling
 - e. Criminal Activities
 - f. Illegal Drugs
 - g. Anonymous Proxies
 - h. Computer crimes (custom category)

- i. Malicious code (virus, malware, phishing, etc.)
- j. I.M.
- k. P2P
- l. Hate / Racism

NOTE: The Netsweeper system supports approximate 40 additional categories

The Netsweeper system supports approximately 30 additional applications protocols such as streaming media, social networking sites and file transfer applications. Please see Appendix A for a full list of categories and protocols provided by the Netsweeper system.

9. In addition, the proposed Netsweeper Inc. system supports:
- a. "Safe Search" for Google, Bing and Yahoo search engines (YouTube and Wikipedia)
 - b. Manageable client groups based on I.P. address
 - c. Delegated administration of management activities: the Netsweeper Inc. system enables four (4) levels of management authority be created. Each level can be assigned differing authorities and capabilities.
 - d. Customizable, granular permission to additional administrators
 - e. Customizable block / deny pages created by WVDE, with informational materials concerning requested websites;
 - f. The system is configurable to filter only outbound Internet requests and not necessarily inbound traffic;
 - g. The system works primarily by comparing the outgoing requests to our database of categorized URLs and the comparing this request to the user's I.P. address to determine whether access to that particular website should be allowed to that particular user.
 - h. The proposed Netsweeper Inc. system utilizes a 3.8 billion URL database to provide extensive protection at the URL request. Netsweeper does not see "on-the-fly" evaluation of inbound content at the network perimeter as a successful strategy for WVDE and does not support this. Ergo, this (legitimate) concern is not relevant to our system;
 - i. The proposed Netsweeper Inc. system provides a full suite of status and performance reports for all components;
 - j. The proposed Netsweeper Inc. system enables customizable filtering policies based on day-of-week / time-of-day calendars, applying to individual I.P. addresses and/or groups of I.P. address;

The current Netsweeper Inc. system provides all the required functions including:

- 10. Does not "spoof" or change the originating I.P. addresses of the user computers on the K-12 network. The system passes the source I.P. address through the PIX firewall.
- 11. Synchronizes all changes made using the web admin system, at both POP locations (Charleston and Morgantown); change distribution takes place in less than 5 minutes after the act of "apply" or "save" configuration changes and does not require a system reboot.

Internet Use Reports

The current Netsweeper Inc. system provides all the required functions including:

1. a web-based reporting application and more than 1 terabyte of log storage at each POP
2. a method for the WVDE to download log files in a generic text format for analysis and archival storage
3. complete details of web browsing activity are stored in log files and include the complete URL, date and time and I.P. address of the client computer
4. all end user functions of the reporting application are accessible via the web admin interface
5. the capability to create reports based on specific IP address, web site address, date and time of day
6. the capability to schedule aggregate reports of web sites accessed by category, ranges of I.P. addresses and time periods
7. the ability to create "on demand" custom reports on selected client I.P. addresses, specific URLs and time periods.

Section III - Contract Terms:

1. Contract in effect for one (1) year, with state option for two (2) additional years. Netsweeper Inc. understands that this is a one year (1) contractual commitment. Netsweeper also appreciates that it is in the best interest of WVDE that the affect of this requirement is the responsible vendor should anticipate supporting a 3-year commitment to servicing the system. **Netsweeper has structured both our commercial terms and our system life-cycle support plan based on contractual commitment of one (1) year but the anticipation of Netsweeper being responsible for a minimum 3-year life-cycle.**
2. Invoicing: The cost for software (**not applicable to this quote**) and the cost of annual licensing for Internet filtering (**applicable to this quote**) is to be invoiced upon delivery and acceptance. Netsweeper's understanding is that the contract award will be within 30-days of RFQ "Bid Opening" (05/13/2010). The RFQ requirement is that the system must be accepted within 30-days of award. Ergo, invoicing will be on/around July 15, 2010. The invoice will be for one (1) year's cost of using the Netsweeper system.
3. All terms and conditions have been included in the quotation.
4. Netsweeper Inc. is solely responsible for all work performed under the contract and for all services offered and products delivered under the terms of this contract.
5. Netsweeper Inc. is direct source (soul developer and owner) of this system.

Section IV – Service Requirements

1. Netsweeper Inc. has provided and will continue to provide modifications to the software, over the previous four (4) years of system operation. Netsweeper Inc. has also provided continuous upgrades that are necessary during the term of the contract, in order to continue to meet the Internet filtering specifications. Both modifications and continuous updates are provided at no charge. This requirement includes replacement, at no charge to the State, which may be necessary due to possible end-of-life designation by Netsweeper Inc.
2. The responsibilities of WVDE network staff are well known to Netsweeper Inc. It has been our sincere pleasure to work with your excellent I.T. staff for the past four (4) years. The purchase of additional servers and network hardware (to accommodate increases of bandwidth) has been considered by Netsweeper Inc. engineers. We have a high level of confidence that additional purchases will be unnecessary. In fact, we believe the opposite is true.
3. **(Upgraded)** filtering configuration and testing of the current system at both Charleston and Morgantown sites will be completed within 30-days after the award of contract. Netsweeper Inc. has included four (4) days on-site engineering cost, including travel and lodging, within the quote.
4. The Netsweeper system will support the bandwidth requirements well in excess of the required 3 gigabits/ second and 70,000 client computers at each of the two POPs as identified in the specification in Section II – Technical Requirements.
5. Netsweeper Inc. 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 function of the filtering system. Netsweeper Inc. technical support team has faithfully adhered to this commitment for the past four (4) years, and will do so for the duration of the contract. All costs are included in our quotation.
6. Netsweeper Inc. provides toll-free telephone and email technical support from 5:00AM to 6:00PM (Eastern Time _ GMT-0500), for designated WVDE networking staff. All costs are included in our quotation.
7. The current Netsweeper Inc. system provides a function that permits any user of the WVK-12 network to submit a web site to be reviewed and appropriately categorized. This function allows Netsweeper Inc. to receive feedback with the intent of improving delivery of services and to improve product functionality.

Section V – Vendor Response

For the sake of clarity, Netsweeper Inc. has numbered and addressed each item of the RFQ. At this section of the proposal, Netsweeper wishes to present a summary of the commercial history of our relationship with WVDE. The vast majority of Netsweeper Inc.'s business relates directly to education departments and services organizations similar to WVDE and your network group. Netsweeper Inc. is dedicated to the cause of education I.T. and we feel we understand and support these efforts better than any of our competition.

To that extent, Netsweeper Inc. worked with WVDE for a 5-month period, following the end of the 2009 contract. During that time, Netsweeper's payments from WVDE were well past due and not entirely certain. But we have 100% confidence in the good intentions and dedication of all your staff, particularly the WVDE I.T. professionals, it is our pleasure to work with.

Netsweeper Inc. understands completely the necessity to be exacting in the terms of quotation and contract. We also are proud of our long history and partnership with WVDE and believe our actions and support are as powerful as any contractual commitments.

As per the RFQ request, please find below three (3) examples of large, education networks currently using the quoted system in the environment and practice required by WVDE.

Project Name	# of Computers filtered	Internet Bandwidth
West Virginia Department fo Education	122,000	3 Gbps
London Grid for Learning	640,000	10 Gbps
MOREnet (Missouri Education/Research Net)	125,000	10 Gbps

1. Please see the completed quotation Cost Worksheet directly below (in Section VI).
2. Current Internet Filtering Installations _ 70,000+ computers with 3 Gbps Internet bandwidth
3. Netsweeper Inc. agrees that any costs, (not identified and quoted within the quotation worksheet), required to meet the terms, requirements and conditions of this Quotation shall be the responsibility of Netsweeper Inc. and such costs will not be passed on to the WVDE or the State of West Virginia.
4. Netsweeper Inc. understands and the pricing quoted is based on (a series of) one-year contracts.

5. Netsweeper Inc. understands that the actual number of licenses purchased may vary from year to year. The quantities (of computers) listed on the Cost Worksheet are estimates only. The actual quantity to be purchased will be specified in a purchase order.
6. The filtering licensing prices are quoted based on the number of computers filtered annually, so that the WVDE can determine the basis of the pricing submitted in the quote.
7. Software updates/ upgrades and technical support are included in the annual usage fee charged.
8. Netsweeper Inc. understands that it is responsible for any costs due to product end-of-life that will require replacement or upgrade of Netsweeper-provided software, during the term of the contract.

Section VI Cost Evaluation

As per WVDE request, this quotation is all inclusive. No separate reimbursements will be requested or invoiced for travel or any other expense.

Netsweeper has read, understands and agrees to abide by all subsequent stipulations of **Section VI – Cost Evaluation.**

WVDE _ Cost Worksheet

Item	Vendor Description	Quantity	Unit Cost	Total Cost
Annual S/W cost _ Filtering	Netsweeper Enterprise Filter	N/C	\$ -	\$ -
Annual S/W cost _ Reporting Server	included	N/C	\$ -	\$ -
Annual License _ 140,000 on-net K-12 comput	Annual subscription Fees	130000	\$ 0.88	\$ 114,400.00
Annual License _ mobile computers	Annual subscription Fees	10000	\$ 0.88	\$ 8,800.00
Standard Technical support	included	1	N/C	\$ -
One Day _ on-site	On-site engineering (*) (Upgrade /opptimization of current system)	4	\$ 2,400.00	\$ 9,600.00
On-site installation	On-site engineering	1	\$ -	\$ -
Filtering Servers		N/C	\$ -	\$ -
Reporting Servers		N/C	\$ -	\$ -
Hot Support	\$1,000 per month 4-hour response (Netsweeper includes this at no charge)	12	\$ 1,000.00	\$ -
Total 2010 - 2011 Quotation (subject to WVDE P.O. for actual licenses required)				\$ 132,800.00
Total 2011-2012 Quotation (subject to WVDE P.O. for actual licenses required)				\$ 123,200.00
Total 2012-2013 Quotation (subject to WVDE P.O. for actual licenses required)				\$ 123,200.00

Note 1: There is no price difference for mobile computers.

Note 2; All costs for training and installation, configuration and testing, inclusive of all incidental costs have been included.

Please note that the diagram of the WVDE filtering system has been intentionally omitted. We are completely familiar with this diagram and the system it represents. Netsweeper created both.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____
Authorized Signature: _____ Date: _____
State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

NOT APPLICABLE

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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