



Technical Proposal for:  
**RFQ: EDD402513**

Prepared for:  
**West Virginia Department of Education**

Prepared by:  
**Pomeroy**

01/02/14 12:22:11PM  
West Virginia Purchasing Division

**January 2, 2014**

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**RFQ and Pomeroy Vendor Response**

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**Pricing Breakdown & Descriptions**

# POMEROY

infrastructure. optimized.<sup>SM</sup>

December 31, 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,

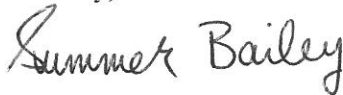
Pomeroy is pleased to submit this response to Department of Education RFQ EDD402513. This RFQ is to provide a Netflow Analysis and Reporting Solution that consists of the following:

- Software
- Licensing Software Upgrades/Updates
- Database Updates
- 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



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

## Solicitation

NUMBER
EDD402513

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
EVELYN MELTON 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

Pomeroy IT Solutions  
500 Westmoreland Office Park  
Dunbar, WV 25064

DEPARTMENT OF EDUCATION

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

DATE PRINTED
11/21/2013

BID OPENING DATE: 01/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF EDUCATION TO ESTABLISH AN OPEN-END CONTRACT FOR A NETFLOW ANALYSIS AND REPORTING SOLUTION THAT CONSISTS OF SOFTWARE, LICENSING, SOFTWARE UPGRADES/UPDATES, DATABASE UPDATES AND TECHNICAL SUPPORT PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	2,200	EA		099-00-01-001	\$89,505.00	\$89,505.00
ANNUAL LICENSE FOR K-12 NETWORK NETFLOW SOLUTION						
INCLUDING ALL REQUIRED HARDWARE AND SOFTWARE FOR A COMPLETE SOLUTION						
0002	1	YR		099-00-01-001	\$18,240.00 per year	\$18,240.00
TECHNICAL SUPPORT & UPGRADES/UPDATES FOR NETFLOW SOLUTION						

SIGNATURE <i>Summer Bailey</i>	TELEPHONE 304-746-4434 x5754	DATE 12/31/2013
TITLE Technology Solutions Executive	FEIN 61-1352158	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: December 6, 2013 - end of business

Submit Questions to: Evelyn P. Melton

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-7023

Email: Evelyn.P.Melton@wv.gov

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

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: January 2, 2014 - Thursday @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



**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.  
Attached. Tab #3
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:** Attached. Tab #3  
\$ 1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐



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. [RESERVED]**

**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](mailto: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 heath, 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.

REQUEST FOR QUOTATION  
EDD402513 NetFlow Analysis and Reporting Solution

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**SPECIFICATIONS**

**PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Education to establish an open-end contract for NetFlow analysis and reporting solution that consists of software, licensing, software upgrades/updates, database updates and technical support. The vendor must include all costs to attain a complete solution including any servers, appliances or other hardware required to operate the proposed software. If including servers, appliances, or other hardware, the vendor must provide a list of specifications for all quoted hardware.

**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 currently uses the private Class A range of 10.0.0.0 IPv4 addresses. The network is divided into two Point of Presence (POP) sites which each have 10Gbps connections to the Internet. 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. A plan is in place to upgrade to IPv6 in the near future. 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 280,000 students and 20,000 staff who utilize the K-12 network daily. These users are fairly evenly divided between the two POPs.

NetFlow is a network protocol for collecting IP traffic information. NetFlow has become an industry standard for traffic monitoring and is supported on various platforms. The West Virginia Department of Education seeks to implement an enterprise class Netflow analysis and reporting solution that consists of software, licensing, software upgrades/updates, and technical support. The NetFlow solution must collect and analyze statistics generated by NetFlow-capable network devices to generate traffic flow information.

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 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

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- 1.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as EDD402513.
- 1.4 "NetFlow solution" is used to refer to all vendor provided software and hardware used to perform NetFlow analysis and reporting functions, including but not limited to application software, operating system and database software, and all required hardware to encompass a complete solution.
- 1.5 "Server" and "Servers" are used to refer to the hardware or appliances on which any component of the NetFlow solution is installed.

**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.

2.1.1 **Section II – Technical Requirements** See Technical Requirements section.

Tab # 4.

The products and services that are bid must be capable of enterprise class analysis and support a minimum of 2,200 total flows per second and be capable of analyzing at minimum 800 devices and/or 2,000 interfaces.

The vendor bid must support monitoring traffic across all network segments simultaneously, providing the ability to spot suspicious network behavior at the enterprise level.

The vendor bid must provide real time visibility into the network bandwidth performance in order to provide a holistic view of the network bandwidth and traffic patterns.

The vendor bid must support monitoring traffic flows from end-to-end across the entire WVDE network for all NetFlow-capable network segments.

The vendor bid must support visually displaying all statistics generated by NetFlow-capable network devices.

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EDD402513 NetFlow Analysis and Reporting Solution

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The vendor bid must visually graph the spread of worms or viruses throughout the network from node to node, providing instant visibility into the scope and impact of outbreaks.

The vendor bid must include advanced reports providing application aware details on all network connections including packet loss, latency, and jitter.

The vendor bid must detect sophisticated threats including polymorphic malware, DDoS attacks, Advanced Persistent Threats (APTs) and insider threats.

The vendor bid must include an intrusion detection system (IDS) which alerts to suspicious activity.

The vendor bid must include automated threat mitigation to contain a detected attack or any suspicious activity without requiring human intervention.

The vendor bid must allow for extremely fine-grained traffic reporting and accounting.

The vendor bid must be capable of displaying top talkers, services and conversations in both a real-time and historic basis for each NetFlow-enabled router and switch interface active on the network.

The vendor bid must be capable of displaying traffic accounting, historical trending and troubleshooting capabilities.

#### **2.1.2 Invoicing**

The costs for software and the annual licensing for NetFlow solution 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.

#### **2.1.3 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.

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

**2.1.4 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 netflow solution **must** support at minimum 2,200 flows per second and be capable of analyzing at minimum 800 devices and/or 2,000 interfaces 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 NetFlow 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.

**2.1.5 Vendor Response**

The vendor **should** provide evidence of at least one current, successful installation of the NetFlow solution supporting at minimum 2,200 flows

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per second and capable of analyzing at minimum 800 devices and/or 2,000 interfaces. The following table shall be used in the vendors response.

Project Name	Contact name and phone number	# of flows per second	# devices analyzed	# of interfaces analyzed
Georgia Tech Univeristy	Jason Belford, Director of Security (404) 894-6159 jason.belford@oit.gatech.edu	30,000+ flows per second	10,000 devices analyzed	900 interfaces analyzed
University of Miami	Carlos Diaz Silvera, Director of Security (305) 284-2211 cmdiaz@miami.edu	25,000+ flows per second	7,000 devices analyzed	950 interfaces analyzed
University of North Carolina State	Derek Engi, Network Operations (919) 515-2011 derek_engi@ncsu.edu	80,000+ flows per second	25,000 devices analyzed	2500 interfaces analyzed

**VENDORS NOT PROVIDING THIS INFORMATION WITH THEIR BID, WILL BE REQUIRED TO SUBMIT UPON REQUEST, OR THE BID WILL BE CONSIDERED INVALID.**

**IF THE VENDOR FAILS TO IDENTIFY ANY COSTS THAT ARE REQUIRED TO MEET THE TERMS, REQUIREMENTS AND CONDITIONS OF THIS RFQ 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 flows per second listed on the pricing page are estimates only. The actual quantity to be purchased will be specified in a purchase order release.

NetFlow licensing prices **must** be quoted based on the number of flows per second 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.



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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:

**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.

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

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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, appliances or other hardware in the bid if required to provide a complete NetFlow solution. 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 flows per second, provided by the WVDE, on the date of the annual contract renewal(s). Contract renewals for years two and three shall include software license fees, software updates, technical support and maintenance, and may also include any additional item(s) listed in the vendor response.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. 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

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electronic copy for bid purposes by sending an email request to the following address: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@wv.gov)

**4. ORDERING AND PAYMENT:**

**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.

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

**5. MISCELLANEOUS:**

**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.

**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.



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**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.

**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.

**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.

**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) 746-4434 x 5754  
**Fax Number:** 1-866-301-1761  
**Email Address:** summer.bailey@pomeroy.com

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Pricing Page

Item	Vendor Description	Quantity (flows per second)	Unit Cost	Total Cost
Annual License for K-12 network NetFlow solution including all required hardware and software for a complete solution *	License for required hardware is included.  See attached quote for break-down and descriptions.	2,200	\$89,505.00	\$89,505.00
Technical support and upgrades/updates for NetFlow solution	Technical support and upgrades/updates are renewed annually.  See attached quote for break-down and descriptions.	1 year	\$18,240.00 per year	\$18,240.00
See Pomeroy Quote #1330 in Section 5 for annual renewal pricing & items				<b>Total Costs</b> \$107,745.00

**Contract is awarded to the Vendor with the lowest total cost meeting specifications.**

**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.

\* 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, appliances or other hardware needed to provide a complete solution may be set at one for vendor A, but be determined to be 5 by vendor B due to design efficiencies. Vendor is encouraged to provide unit pricing for each of these items on a separate page.

**IF THE VENDOR FAILS TO IDENTIFY ANY COSTS THAT ARE REQUIRED TO MEET THE TERMS, REQUIREMENTS AND CONDITIONS OF THIS RFQ 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.**

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**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Pomeroy

Signed: Summer Bailey

Title: Technology Solutions Executive

Date: 12/23/2013

**Software Attachment**

Attachment

PO#:

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 12/23/2013  
Signature Date

Technology Solutions Executive  
Title

Pomeroy  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

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: 12/23/2013

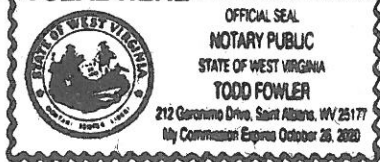
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of December, 2013

My Commission expires October 26, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



**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: Summer Bailey

Date: 12/23/2013

Title: Technology Solutions Executive

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) 746-4434 x5754      1-866-301-1761  
(Phone Number)      (Fax Number)

12/31/2013  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EDD402513**

**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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <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  |
| <input type="checkbox"/> Addendum No. 5 | <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

Summer Bailey

Authorized Signature

12/31/2013

Date

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





POM43236

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (513) 333-0909 Wells Fargo Insurance Services USA, Inc. 1014 Vine Street, Suite 1100 Cincinnati, OH 45202-1195	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Insurance Co. <b>INSURER B:</b> Travelers Property Casualty Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No): <b>NAIC #</b> 25615 25674
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**COVERAGES** **CERTIFICATE NUMBER:** 7054661 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HO630117D3554-13	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP-\$2000 <input checked="" type="checkbox"/> COLL-\$2500 D			HJCAP117D3542-13	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			HSMJCUP117D3566-13	03/31/2013	03/31/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	HC2JUB3761C874-13 (Dedt) HROUB117D3204-13 (Retro)	03/31/2013 03/31/2013	03/31/2014 03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**POMEROY IT SOLUTIONS SALES COMPANY INC  
500 WESTMORELAND OFFICE PARK  
DUNBAR, WV 25064-2732**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1049-9937**

This certificate is issued on: **01/26/2012**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

**This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.**

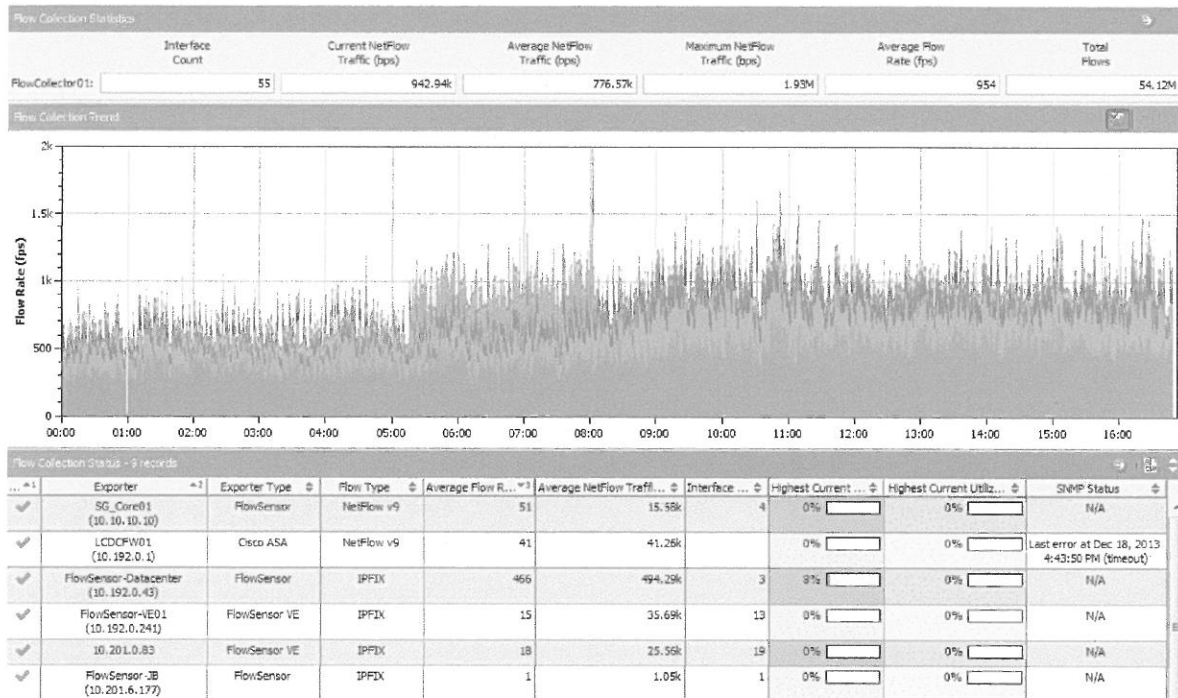
**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

## 2. General Requirements

### 2.1.1 Section II –Technical Requirements

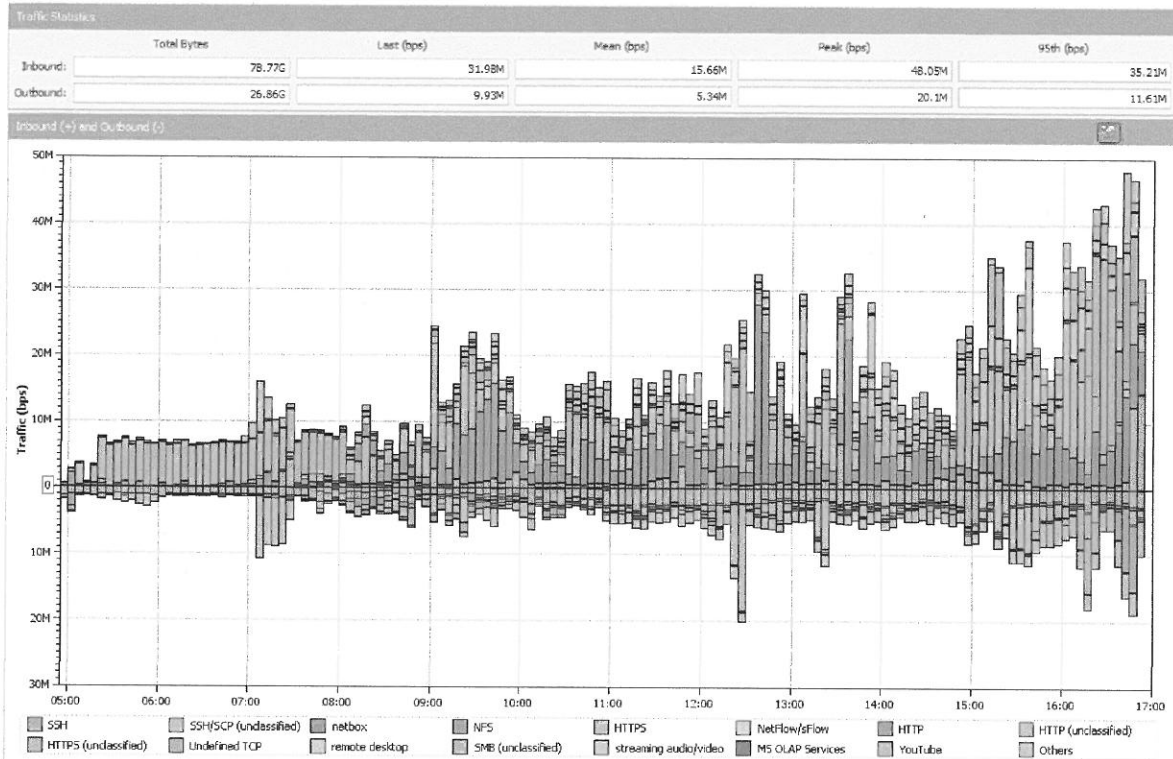
- a. The StealthWatch Net flow Solution is able to support up to 3,000,000 Flows per Second (FPS) and 50,000 devices.
- b. The StealthWatch Net flow Solution is able to support capturing net flow data from all network segments simultaneously as long as net flow is enabled on that device or a Flow Sensor is connected to a span port in that network or VLAN. StealthWatch is dependent on each router/switch/firewall/sensor to send the flow data to be able to process it.

The below diagram lists several exporters that are sending data to StealthWatch as well as a graph showing that data is collected in real time.

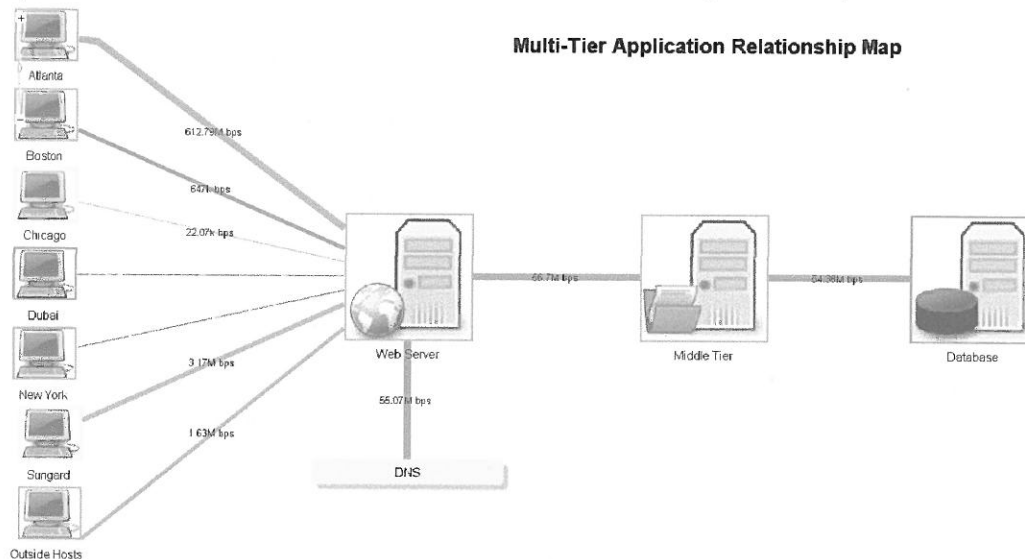


- c. The StealthWatch Net flow Solution receives net flow in real-time and is able to produce maps, charts, and detailed flow data showing different views into network performance including traffic patterns and bandwidth.

The below diagram shows real-time inbound and outbound network bandwidth for the entire network, including a detailed breakdown of the top applications. This diagram is available for any network, subnet, vlan, or other relationship between two entities or groups.



The below diagram shows a map breaking down traffic bandwidth for a Multi-Tier Application. This map can also show the packet rate, round trip time, and server response time between each object in the map.

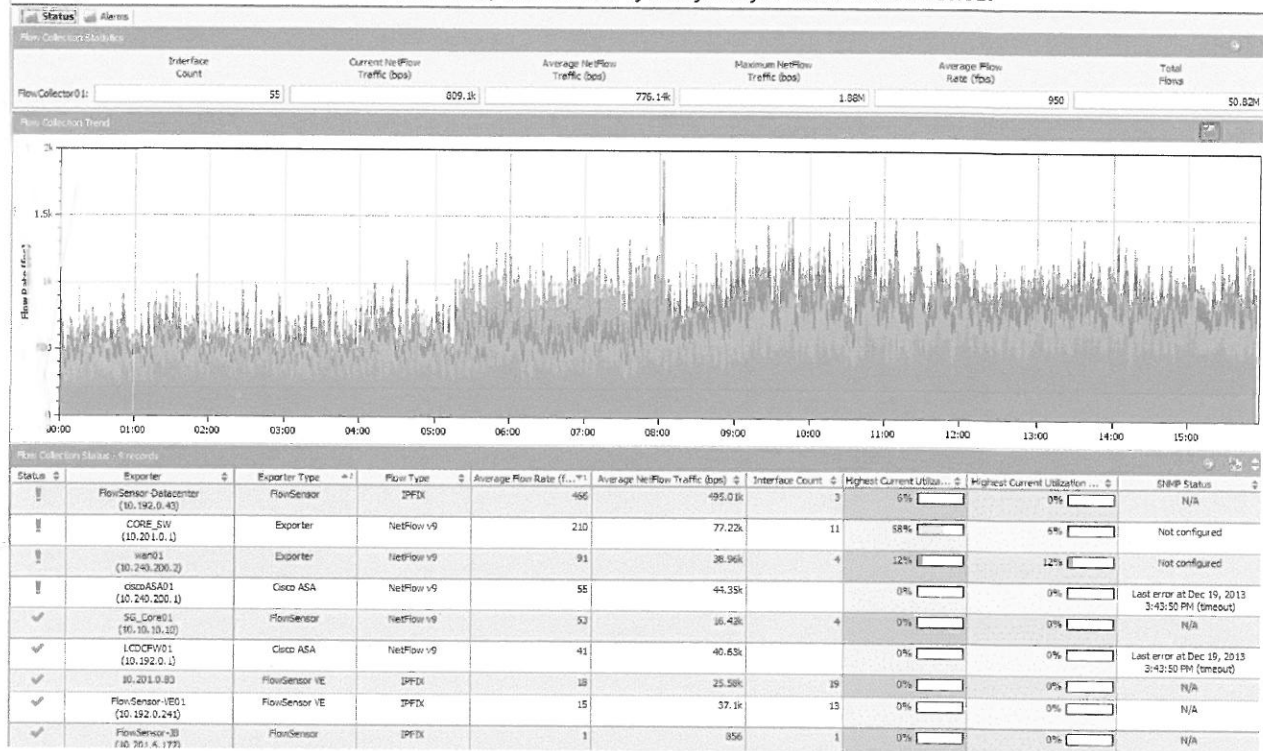


d. The StealthWatch Net flow Solution is able to provide 100% visibility into all network segments as long as net flow is configured on all routers/switches/firewalls to send data to StealthWatch.

The below diagram shows end-to-end visibility across all sites in the infrastructure.



The below diagram shows the type of flow data collected from each network device. Additionally, it shows the average flows per second, current inbound and outbound utilization, and number of interfaces for each network device.



The below diagram shows detailed statistics for each interface for a specific network device. These include current and maximum utilization, interface name, direction of traffic, and interface speed.

<div> Filter Domain : Lencape Time : Today Exporter : wan01 (10.240.200.2) </div>								
Interface Status - 8 records								
Exporter	Interface	Direction	Interface Speed (bps)	Current Utilization	Current Traffic (bps)	Maximum Utilization	Maximum Traffic (bps)	
wan01 (10.240.200.2)	Pa1/0	Inbound	40M	12.43%	4.97M	102.99%	41.28M	
wan01 (10.240.200.2)	Pa0/0	Outbound	40M	12.43%	4.97M	102.99%	41.18M	
wan01 (10.240.200.2)	Pa0/0	Inbound	40M	4.18%	1.67M	5.47%	2.19M	
wan01 (10.240.200.2)	Pa1/0	Outbound	40M	4.18%	1.67M	5.47%	2.19M	
wan01 (10.240.200.2)	Ha0/0	Outbound	100M	<0.01%	640	0.02%	21.48M	
wan01 (10.240.200.2)	Ha0/0	Inbound	100M	0%		0%		
wan01 (10.240.200.2)	rIndex-4	Inbound	1G	0%		0%		
wan01 (10.240.200.2)	rIndex-4	Outbound	1G	0%		<0.01%	420	

f. The StealthWatch Net flow Solution is able to create a graph of worm and virus behavior with built in alarms which are flagged when our 200+ algorithms correlate the net flow data and see a pattern of traffic.

The below diagram shows worm propagation starting with the initial infected host shown in purple and propagating to other hosts in green which in turn scan multiple other subnets.





[illegible]

Client User Name	Client Host	Client Host Group	Server Host	Server Host Group	Duration	Application	Service Summary	Total Traffic
martha	10.201.3.10	Atlanta, Sales and Marketing, Desktops	66-10-780-dhcp.prim.ps.charter.c	United States	8 hours 22 minutes 38s	SSH	Undefined TCP (8022/tcp)	12.9K
roland	10.201.3.187	Atlanta, Sales and Marketing, Desktops	173-45-253-40-static.dhcp.ps.com	United States	22 minutes 18s	SSH	ssh (22/tcp)	37.70K
	205.182.154.8	Atlanta, NAT External (P)	173-45-253-40-static.dhcp.ps.com	United States	24 minutes 33s	SSH	ssh (22/tcp)	28.35K
	10.10.31.48	EC Database	204.138.52.20	United States	26 days 9 hours	SSH	ssh (22/tcp)	1.55K
	10.10.31.48	EC Database	204.138.52.20	United States	38 days 9 hours	SSH	ssh (22/tcp)	1.48K
	205.182.184.8	Atlanta, NAT External (P)	173-45-253-40-static.dhcp.ps.com	United States	42s	SSH	ssh (22/tcp)	240.80K
	10.30.101.87	New York, Desktops	204.138.52.20	United States	2 hours 13 minutes 37s	SSH	ssh (22/tcp)	803
	10.30.101.87	New York, Desktops	204.138.52.20	United States	1 hour 10 minutes 23s	SSH	ssh (22/tcp)	1.23K
	205.182.184.8	Atlanta, NAT External (P)	67.191.147.93	United States	2 minutes 23s	SSH	ssh (22/tcp)	4.83K
	205.182.184.8	Atlanta, NAT External (P)	67.191.147.93	United States	47s	SSH	ssh (22/tcp)	10.55K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	8.95K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	6s	SSH	Undefined TCP (8022/tcp)	10.44K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	8.5K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	6s	SSH	Undefined TCP (8022/tcp)	9.9K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	8.4K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	8.35K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	6s	SSH	Undefined TCP (8022/tcp)	8.77K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	8.15K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	7s	SSH	Undefined TCP (8022/tcp)	7.6K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	9s	SSH	Undefined TCP (8022/tcp)	6.05K
	10.10.31.49	New York, Desktops	204.238.52.20	United States	8s	SSH	Undefined TCP (8022/tcp)	6.72K
	10.10.31.48	EC Database	204.138.52.20	United States	4s	SSH	Undefined TCP (8022/tcp)	7.4K

h. The StealthWatch solution is able to detect and alert when a host communicates with a known Command and Control server. When used with a StealthWatch Net flow Sensor, a URL match can be

performed against the known malware to validate the finding. This will trigger a “Bot Infected Host – Successful C&C Activity”.

*The below diagram shows alarms for known C&C activity.*

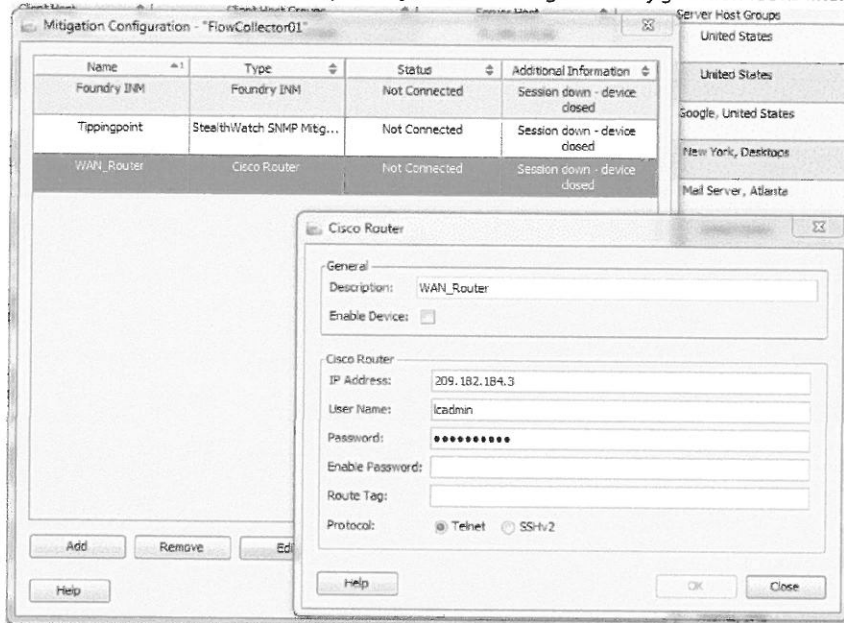
Top Alarming Target Hosts, Today (Unacknowledged) - 15 records

Target Host	Alarm Count	Alarm Types
volkenkyddz.com (212.68.36.117)	22	Bot Infected Host - Successful C&C Activity
109-163-233-22.static.srvps.com (109.163.233.22)	22	Bot Infected Host - Successful C&C Activity
s1506886.onlinehoneysuite.info (82.155.39.35)	21	Bot Infected Host - Successful C&C Activity
195.93.180.252	17	Host Lock Violation, Bot Infected Host - Successful C&C Activity
188.190.98.253	3	Bot Infected Host - Successful C&C Activity
mx1.mn-hosting.eu (31.170.164.5)	2	Bot Infected Host - Successful C&C Activity
9.18.be.static.xhost.com (209.190.24.9)	2	Host Lock Violation
190.196.23.165	2	Bot Infected Host - Successful C&C Activity
31.170.159.90	1	Host Lock Violation
31.170.164.57	1	Bot Infected Host - Successful C&C Activity
126.146.232.72.static.reverse.iddomains.com (72.232.146.126)	1	Bot Infected Host - Successful C&C Activity
208.87.149.250	1	Bot Infected Host - Successful C&C Activity
82.125.22.152	1	Bot Infected Host - Successful C&C Activity
mojo.rollingchrome.net (65.182.162.191)	1	Bot Infected Host - Successful C&C Activity
web8.r01.ru (195.24.65.80)	1	Bot Infected Host - Successful C&C Activity

i. The StealthWatch solution is an anomaly based IDS solution. This means that we do not depend on signatures like a network based IDS/IPS to identify known bad traffic. We leverage our built-in algorithms to find patterns in traffic based on our 30 day rolling baseline of data for each host in the network.

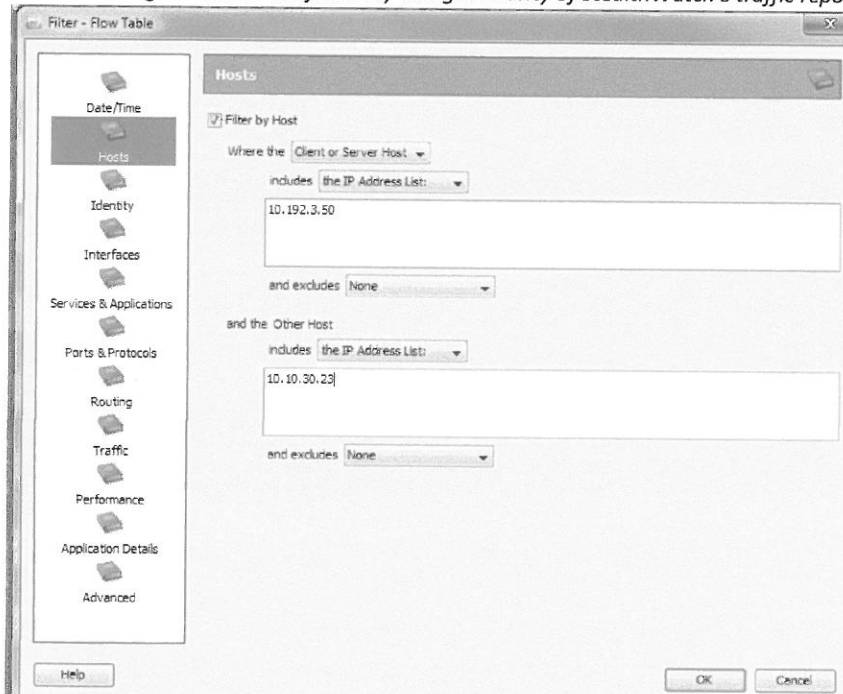
j. The StealthWatch solution has mitigation capabilities that allow us to send null 0 and/or shun actions to firewalls and switches. Additionally, we can execute commands against any network or security device that allows SSH or Telnet connectivity. We can also execute commands against any device that has an API.

The below diagram is a screen capture of what the mitigation configuration looks like.



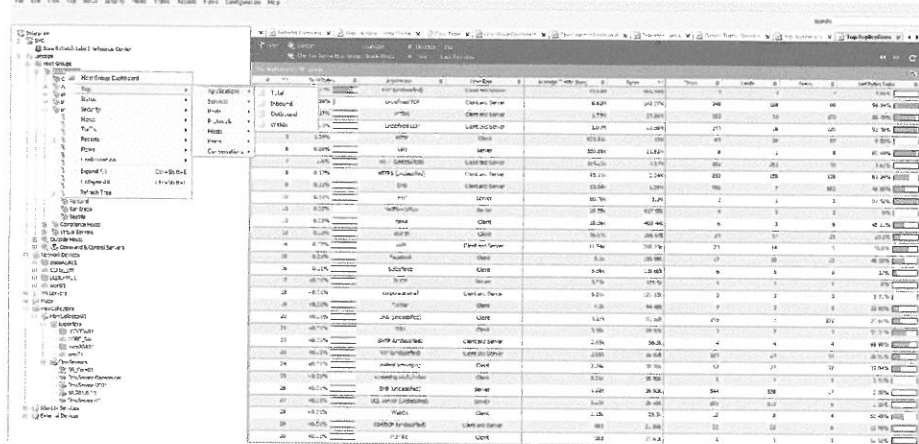
k. The StealthWatch solution allows for extremely granular filtering of network data for the purposes of reporting and troubleshooting. A filter can be run between a group of hosts, an individual host, and internal and external hosts among many other options. Additionally, a filter can be run that looks for specific applications, date/time ranges, ports and protocols, application strings and many others. Any filter that is run can be saved as a report and emailed to specific individuals or groups on a scheduled basis.

The below diagram shows the flexibility and granularity of StealthWatch's traffic reporting.



l. The StealthWatch solution allows for reporting of top talkers, services, ports, applications, protocols, and conversations. These reports can be run for specific network ranges including inbound and outbound traffic for that network range or for traffic that only occurs between hosts in the specific network range.

The below diagram shows the list of top reports that can be run as well as a sample of the Top Applications report.



m. The StealthWatch solution can provide granular accounting of network traffic for an average of 6-12 months though this can be significantly longer based on the size of the Net flow Collector. As a result of the long term storage, forensics troubleshooting can be performed on the historical data.

The below diagram shows the Database Storage Statistics for the Net flow Collector. This is an example of a large collector collecting a small amount of data which significantly extends the timetable for long term storage of data.

### Capacity

	Average	Worst Case
Capacity in Days	4626	2748
Remaining Days	4575	2697
Bytes Per Day	6.02M	10.13M

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## Quotation

500 Westmoreland Office Park  
Dunbar, WV 25064

Sales Rep: Summer Bailey  
Office: 1.800.227.8798 x5754  
Email: summer.bailey@pomeroys.com

Inside Sales: Michelle Clark  
Office: 1.800.227.8798 x5753  
Email: linda.clark@pomeroys.com

Date

12/31/2013

Quote #

1330

### Customer

WV Dept. of Education  
1900 Kanawha Blvd, East  
Building 6, Room 204  
Charleston, WV 25304

### Ship To

WV Dept. of Education  
1900 Kanawha Blvd, East  
Building 6  
Charleston, WV 25305

Please fax PO's to 1.866.301.1761

PO#

Item	Description	Qty	Price	Pg.	Total :
SW-10KKFPS	StealthWatch Collection License, 10,000 flows per second pack StealthWatch collection license; price is for pack of 10,000 flows per second of NetFlow, sFlow, J-Flow, cflowd, NetStream, NSEL, Packeteer-2, AppFlow, or IPFIX.	1	40,702.00		40,702.00
SW-1000FPS	StealthWatch Collection License, 1000 flows per second pack StealthWatch collection license; price is for pack of 1000 flows per second of NetFlow, sFlow, J-Flow, cflowd, NetStream, NSEL, Packeteer-2, AppFlow, or IPFIX. Quantity based discounting available.	3	4,747.00		14,241.00
SW-FC-NF-1000	StealthWatch FlowCollector for NetFlow 1000 Platform StealthWatch FlowCollector for NetFlow 1000 appliance platform; 1U chassis, copper interface ports, 1.0 TB flow storage license included, fully self-managed operating system and database included, up to max 30,000 flows per second and 500 flow exporter sources. Flow collection license not included.	1	14,516.00		14,516.00
SW-SMC-1000	StealthWatch Management Console (SMC) 1000 StealthWatch Management Console 1000 appliance; 1U chassis; copper interface ports; 1.0 TB long-term data storage license included; fully self-managed operating system and database included; capable of monitoring up to five FlowCollectors.	1	20,046.00		20,046.00
SW-10KFPSSUP	Support for StealthWatch Collection License, 10,000 flows per second pack Support for StealthWatch Collection License, 10,000 flows per second pack	1	8,295.00		8,295.00
SW-1000FPSSUP	Support for StealthWatch Collection License, 1000 flows per second pack Support for StealthWatch Collection License, 1000 flows per second pack	3	967.00		2,901.00
SW-SMC-1000-SUP	Support for StealthWatch Management Console (SMC) 1000 Support for StealthWatch Management Console (SMC) 1000	1	4,085.00		4,085.00

\* Highlighted items are annual renewals.

Total :

Approved By: \_\_\_\_\_

Page 1

Vendor Signature:

*Summer Bailey*

FEIN# 61-1352158



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## Quotation

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PO#

Item	Description	Qty	Price	Pg.	Total :
SW-FC-NF-1000-SUP	Support for StealthWatch FlowCollector for NetFlow 1000 Platform Support for StealthWatch FlowCollector for NetFlow 1000 Platform	1	2,959.00		2,959.00

Total : \$107,745.00

Approved By: \_\_\_\_\_

Page 2

Vendor Signature:

*Summer Bailey*  
FEIN# 61-1352158