



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 - Info Technology

Proc Folder: 86701

Doc Description: Addendum; Next Generation Firewall for WVOT

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-12	2015-06-30 13:30:00	CRFQ 0210 ISC1500000015	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

BID RECEIVED LATE
BUYER *[Signature]*
WITNESS *[Signature]*
DISQUALIFIED

VENDOR

Vendor Name, Address and Telephone Number:

DIVERSATEC RESOURCES INC.
10022 CHESHIRE ROAD
SUNBURY, OHIO 43074

06/30/15 15:18:56

WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet

(304) 558-2596

guy.l.nisbet@wv.gov

Signature X

Carmen M. Frost

FEIN #

20-205-9989

DATE

6-26-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.2.1 Next-Generation Firewall PA-5060 or Equal	4.00000	EA	134,000	536,000

Comm Code	Manufacturer	Specification	Model #
43222501	Palo Alto	NG Firewall	PAN-PA-5060-SSD2-D

Extended Description :

PAN-PA-5060-SSD2-D or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.2.2 Premium Support or Equal for each Next-Generation Fire	4.00000	EA	20,800	83,200

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	Prem support for NG Firewall	PAN-SVC-PREM-5060-1YR.

Extended Description :

PAN-SVC-PREM-5060-or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.2.2.1 Renewal Option YR 2 - Premium Support or Equal	4.00000	EA	21,840	87,360

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. YR. 2	PAN-SVC-PREM-5060-R

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-5060-R or Equal
Premium Support or Equal for each Next-Generation Firewall

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.2.2.1 Renewal Option YR 3 - Premium Support or Equal	4.00000	EA	22,256	89,024

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. YR. 3	PAN-SVC-PREM-5060-R

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-5060-R or Equal
Premium Support or Equal for each Next-Generation Firewall

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.2.2.1 Renewal Option YR 4 - Premium Support or Equal	4.00000	EA	22,256	89,024

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. YR. 4	PAN-SVC-PREM-5060-R

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-5060-R or Equal
Premium Support or Equal for each Next-Generation Firewall

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.2.3 Panorama M-100 with 4TB storage or Equal	2.00000	EA	15,000	30,000

Comm Code	Manufacturer	Specification	Model #
43222501	Palo Alto	PANORAMA M-100 w/ 4TB storage	PAN-M-100-4TB * SEE PRICE sheet

Extended Description :

PAN-M-100-4TB or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.2.4 Premium Support or Equal for each Panorama M-100	2.00000	EA	3,200	6,400

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	Prem Support for Panorama M-100	PAN-SVC-PREM-M-100-P-100

Extended Description :

PAN-SVC-PREM-M-100-P or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.2.4.1 RENEWAL OPTION YEAR 2 Premium Support or Equal	2.00000	EA	3,360	6,720

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr 2	PAN-SVC-PREM-M-100-P-25-R

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-M-100-P-25-R or Equal
Premium Support or Equal for each Panorama M-100

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.2.4.1 RENEWAL OPTION YEAR 3 Premium Support or Equal	2.00000	EA	3,360	6,720

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr. 3	PAN-SVC-PREM-M-100-P-25-R

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-M-100-P-25-R or Equal
Premium Support or Equal for each Panorama M-100

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.2.4.1 RENEWAL OPTION YEAR 4 Premium Support or Equal	2.00000	EA	3,424	6,848

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr. 4	PAN-SVC-PREM-M-100-P-25-R

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-M-100-P-25-R or Equal
Premium Support or Equal for each Panorama M-100

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.2.5 WildFire WF-500 or Equal	1.00000	EA	125,000	125,000

Comm Code	Manufacturer	Specification	Model #
43222501	PALO ALTO	Wildfire WF-500	PAN-WF-500

Extended Description :
PAN-WF-500 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.2.6 Premium Support for each WildFire or Equal	1.00000	EA	20,000	20,000

Comm Code	Manufacturer	Specification	Model #
81111804	PALO ALTO	PREM Support for Wildfire	PAN-SVC-PREM-WF-500

Extended Description :
PAN-SVC-PREM-WF-500 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.2.6.1 RENEWAL OPTION YEAR 2 Premium Support or Equal	1.00000	EA	21,000	21,000

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr. 2	PAN-SVC-PREM-WF-500

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-WF-500 or Equal

Premium Support for each WildFire or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.2.6.1 RENEWAL OPTION YEAR 3 Premium Support or Equal	1.00000	EA	21,400	21,400

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr. 3	PAN-SVC-PREM-WF-500

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-WF-500 or Equal

Premium Support for each WildFire or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.2.6.1 RENEWAL OPTION YEAR 4 Premium Support or Equal	1.00000	EA	21,400	21,400

Comm Code	Manufacturer	Specification	Model #
81111804	Palo Alto	RENEWAL Opt. yr. 4	PAN-SVC-PREM-WF-500

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-WF-500 or Equal

Premium Support for each WildFire or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.3.1 URL Filtering subscription or Equal	4.00000	EA	18,200	72,800

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	URL Filtering subscription	PAN-PA-5060-URL4-HA2

Extended Description :

REN-PA-5060-URL4-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.3.1.1 RENEWAL OPTION YEAR 2 - URL Filtering or Equal	4.00000	EA	19,110	76,440

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	Renewal Opt. yr 2	PAN-PA-5060-URL4-HA2

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-PA-5060-URL4-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.3.1.1 RENEWAL OPTION YEAR 3 - URL Filtering or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 3	PAN-PA-5060-URL4-HA2

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-PA-5060-URL4-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.3.1.1 RENEWAL OPTION YEAR 4 - URL Filtering or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 4	PAN-PA-5060-URL4-HA2

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-PA-5060-URL4-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.3.1.1 RENEWAL OPTION YEAR 5 - URL Filtering or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 5	PAN-PA-5060-URL4-HA2

Extended Description :

RENEWAL OPTION YEAR 5 - PAN-PA-5060-URL4-HA2 or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.3.2 Threat Prevention subscription or Equal	4.00000	EA	18,200	72,800

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	Threat Prevention subscription	PAN-PA-5060-TP-HA2

Extended Description :

PAN-PA-5060-TP-HA2-R or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.3.2.1 RENEWAL OPTION YEAR 2 - Threat Prevention or Equal	4.00000	EA	19,110	76,440

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	Threat Prevention subscription	PAN-PA-5060-TP-HA2

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-PA-5060-TP-HA2-R or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.3.2.1 RENEWAL OPTION YEAR 3 - Threat Prevention or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr 3	PAN-PA-5060-TP-HAZ

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-PA-5060-TP-HA2-R or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.3.2.1 RENEWAL OPTION YEAR 4 - Threat Prevention or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr 4	PAN-PA-5060-TP-HAZ

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-PA-5060-TP-HA2-R or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.3.2.1 RENEWAL OPTION YEAR 5 - Threat Prevention or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr 5	PAN-PA-5060-TP-HAZ

Extended Description :

RENEWAL OPTION YEAR 5 - PAN-PA-5060-TP-HA2-R or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.3.3 WildFire subscription or Equal	4.00000	EA	18,200	72,800

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	WildFire subscription	PAN-PA-5060-WF-HA2

Extended Description :

PAN-PA-5060-WF-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.3.3.1 RENEWAL OPTION YEAR 2 - WildFire or Equal	4.00000	EA	19,110	76,440

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 2	PAN-PA-5060-WF-HA2

Extended Description :

RENEWAL OPTION YEAR 2 - PAN-PA-5060-WF-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.3.3.1 RENEWAL OPTION YEAR 3 - WildFire or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 3	PAN-PA-5060-WF-HAZ

Extended Description :

RENEWAL OPTION YEAR 3 - PAN-PA-5060-WF-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.3.3.1 RENEWAL OPTION YEAR 4 - WildFire or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 4	PAN-PA-5060-WF-HAZ

Extended Description :

RENEWAL OPTION YEAR 4 - PAN-PA-5060-WF-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.3.3.1 RENEWAL OPTION YEAR 5 - WildFire or Equal	4.00000	EA	19,474	77,896

Comm Code	Manufacturer	Specification	Model #
43232800	Palo Alto	RENEWAL Opt. yr. 5	PAN-PA-5060-WF-HAZ

Extended Description :

RENEWAL OPTION YEAR 5 - PAN-PA-5060-WF-HA2 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Installation, Migration and Training Services	1.00000	LS	SEE Exhibit A	110,305

Comm Code	Manufacturer	Specification	Model #
43222501	Palo Alto	SEE breakdown of Exhibit A Pricing Page	

Extended Description :

Installation, Migration and Training Services

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0210 ISC1500000015

Addendum Number:

No.02

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

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the following information to the Vendor community.

1. Publish Vendor submitted questions and Agency responses.
2. Re publish revised Specifications
3. Republish revised Exhibit "A" Pricing Page.
4. Notice of change in bid opening date as follows:

Bid Opening was: 06/16/2015 at 1:30 PM. EDT.

Bid Opening now: 06/30/2015 at 1:30 PM. EDT

No other Changes.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Q.1. During our conversations with members of the Networking and Security teams, the deployment of this solution was going to have a significant installation, migration & training component. Reviewing the CFRQ, I can find no mention of this but just the hardware, software, & support SKU's for the proposed solution.

Do you anticipate the install, migration, and training services to be part of a secondary RFQ?

A.1.

This Addendum clarifies WVOTs intent to include Installation, Migration and Training services with this solicitation, not a secondary RFQ. In addition, WVOT had added an 'Acceptance of System' requirement. These specifications have been added to the Mandatory Contract Item Requirements in Section 4 of the solicitation document and to the Exhibit A - Pricing Page.

Installation service is vendor service and support to fully install all hardware and software components, including testing to validate all device components are fully functional. Vendor will perform installation during normal business hours, under the supervision of WVOT staff. Vendor will remove hardware from package and physically install all equipment in designated racks, located in Charleston, WV and Morgantown, WV. Vendor will install and ensure all software included is properly installed.

Migration/Configuration service is vendor service and support to implement the device components' functionality to an operational level that includes (1) migration of current web filtering capabilities to the new device, (2) configuration of the device in an Active/Passive High Availability configuration in Virtual Wire Mode, (3) and verification that all paid subscription services are fully functional.

Training services includes vendor instructor led courses designed to teach the objectives of installation, maintenance, basic and advanced operations of all purchased components. Training must be provided on-site (Capitol Complex, Charleston, WV) for a minimum of forty (40) hours for up to 10 students covering the following objectives: all device capabilities (with emphasis on most utilized capabilities). In addition, training must be provided on-site (Capitol Complex, Charleston, WV) for a minimum of forty (40) hours for up to 5 students covering the following objectives: (1) advanced configuration and operation based on best practices and (2) advanced troubleshooting. All training provided must align with established vendor's courses, available at the time of award, that cover the above listed training objectives. Training must also be provided in both lecture and lab format, allowing for training to take place before equipment installation and operation. Finally, the vendor will provide (2) two certification exam vouchers, valid for a minimum of (2) two years, for the applicable vendor certification, if such certification exists at the time of the award.

Acceptance of system: Prior to an acceptance of the system the following criteria must be met: (1) successful testing of all components, validating full functionality, (2) completion of all training courses, and (3) thirty (30) days of live production with access to subject matter experts to complete initialization and tuning of subscription services.

Q.2. Where will these devices sit in your infrastructure?

A.2.

Between WVNET hardware and WVOT Cisco hardware.

Q.3. Who will be installing & tuning the Firewall Devices?

19

A.3.

Vendor will provide services and support for installation and tuning. See also Answer 1.

Q.4. Who will be managing the Firewall Devices?

A.4.

System management of devices will be the responsibility of WVOT after the Acceptance of System, along with the support services procured with this solicitation.

Q.5. Are the current devices in place Palo Alto Devices? If so, what are the specs on those devices? If not what devices are in place today?

A.5.

The current devices are not Palo Alto devices; the WVOT utilizes firewalls and URL filtering is accomplished using NetSweeper.

Q.6 During our conversations with members of the Networking and Security teams at WV-OT, the deployment of this solution was going to have a significant installation, migration, & training component.

Under your section labeled 'General Term's and Conditions', Page # 22, Sec. # 5 there is mention made of 'Combined' Services and Goods.

However, reviewing the CFRQ, we can find no mention of this but just the hardware, software, & support SKU's for the proposed solution.

Do you anticipate the install, migration, and training services to be added to this RFQ as an addendum or part of a secondary RFQ?

A preliminary 'Statement of Work' prepared in January covering installation and migration services are attached for reference...

A.6

See Answer 1.

Q.7. Document named 'Final CRFQ 0210-ISC 1500000015', has some questions...

Line items #2, #7, #12, #16, #21, & #26 all reference PaloAlto Support or License SKU's that run for a 3-Year term.

This makes Line items # 3, #4, #5, #8, #9, #10, #13, #14, #15, #17, #18, #19, #20, #22, #23, #24, #25, #27, #28, #29, & #30 either redundant or unnecessary.

Can you clarify your preferred term for initial maintenance and 'guaranteed pricing' for what additional term?

A.7

The incorrect SKU numbers were listed, the numbers should represent 1-year service terms and have been corrected on the Pricing Pages.

- Similarly to the above, your documents 'Exhibit A Price Sheet...' & 'Pricing Pages...'
The 'Column A' 'Item Numbers' 4.2.2//4.2.4//4.2.6//4.3.1//4.3.2//4.3.3 all refer to PaloAlto Support or License SKU's that run for a 3-Year term.
Can you clarify your preferred term for initial maintenance and 'guaranteed pricing' for what additional term?
This would impact 'Item Numbers' 4.2.2.1//4.2.4.1//4.2.6.1//4.3.1.1//4.3.2.1//4.3.3.1
- The State's document 'Specifications' Page 38, Sec. 5.1 regarding 'Contract Award' refers to *The Awarded Contract will be the Equipment and first year Licenses and Support Services*.
Once again, there are 3-Year SKU's quoted, so a clarification is requested.

A.8

The incorrect SKU numbers were listed, the numbers should represent 1-year service terms and have been corrected on the Pricing Pages.



Diversatec
 10022 Cheshire Road
 Sumbury, OH 43074
 Phone: 740-965-3400
 email: sales@diversatec.net

Price Quotation - Palo Alto			
Company:	WV Office of Technology Information Services and Communications	Date:	June 26, 2015
Street Address:		Quote #:	QT6252016
City, State & ZIP:		Account Executive: Dan Frost	
Contact:	Guy Nisbet	Phone: 740-965-3400	
Phone:	304-558-2598	Email: Dan.Frost@diversatec.net	
Email:	guy.nisbet@wv.gov		
Ship To			
Company:	WV Office of Technology Information Services and Communications		
Street Address:			
City, State & ZIP:			
Alt:	ISC1500000015	Payment Terms: Net 30	

Product Number	Description	Qty	Unit Price	Extended Price
PAN-PA-5060-SSD2-D	Redundant AC power supply and dual 240GB SSD drive	4	\$ 134,000.00	\$ 536,000.00
PAN-PA-5060-TP-HA2	Threat prevention subscription for device in an HA pair year 1, PA-5060	4	\$ 18,200.00	\$ 72,800.00
PAN-PA-5060-URL4-HA2	PANDB URL filtering subscription for device in an HA pair year 1, PA-5060	4	\$ 18,200.00	\$ 72,800.00
PAN-PA-5060-WF-HA2	WildFire subscription for device in an HA pair year 1, PA-5060	4	\$ 18,200.00	\$ 72,800.00
PAN-SVC-PREM-5060	Premium support year 1, PA-5060	4	\$ 20,800.00	\$ 83,200.00
PAN-M-100-4TB	Palo Alto Networks M-100, 4TB RAID storage (8 1TB RAID certified drives preinstalled). Rack mount rails included.	2	\$ 15,000.00	\$ 30,000.00
PAN-M-P-25	Panorama central management software license, 25 devices or log collector for the M-series Mandatory to Purchase Not on RFP	2	\$ 10,000.00	\$ 20,000.00
PAN-SVC-PREM-M-100-P-25	Premium support year 1, Panorama M-100 25 devices or log collector	2	\$ 3,200.00	\$ 6,400.00
PAN-WF-500	Palo Alto Networks WF-500, 2TB RAID storage (4 1TB RAID certified drives preinstalled). 4 post rack mount rails included.	1	\$ 125,000.00	\$ 125,000.00
PAN-SVC-PREM-WF-500	Premium support year 1, WF-500	1	\$ 20,000.00	\$ 20,000.00
PAN-CONSULT-DAY	Palo Alto Networks consulting services (per day)	25	\$ 3,000.00	\$ 75,000.00
PAN-CONSULT-CUTOVER-1HR	Palo Alto Networks Consulting Services Cutover Hourly - 4 hour minimum	8	\$ 560.00	\$ 4,480.00
PAN-CONSULT-TE	Palo Alto Networks Consulting Services - Travel Expenses	12500	\$ 1.05	\$ 13,125.00
PAN-EDU-ONSITE-5DAY-8	Palo Alto Networks On-Site training course, 5 days, up to 8 students. Onsite training will expire (1) one year from date of purchase. Price includes instructor T&E, access to lab equipment, and courseware.	1	\$ 17,700.00	\$ 17,700.00

DOES NOT INCLUDE RENEWAL PRICING.

MBE Certification # - MBE-0946 / Expires 12/18/2016
 EDGE Certification # - EDGE-0846 / Expires 12/18/2016
 Federal SBA 8(a)
 Federal Tax ID# 20-2059989

Product Subtotal: \$1,149,305.00

Grand Total: \$1,149,305.00

Product Number	Description	Qty	Unit Price	Extended Price
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Signature: Carmen M. Frost

Date: 6-26-15

Print Name: Carmen M. Frost

Title: PRES.

EXHIBIT A – Pricing Page (06-12-2015)

Item Number	Part Number	Description	Alternate Item	Alternate Part Number	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.2.1	PAN-PA-5060-SSD2-D or Equal	Next-Generation Firewall PA-5060 or Equal			Each	4	134,000	536,000
4.2.2	PAN-SVC-PREM-5060-1YR or Equal	Premium Support or Equal for each Next-Generation Firewall			Each	4	20,800	83,200
4.2.2.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 2 - Premium Support or Equal for each Next-Generation Firewall			Each	4	21,840	87,360
4.2.2.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 3 - Premium Support or Equal for each Next-Generation Firewall			Each	4	22,256	89,024
4.2.2.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 4 - Premium Support or Equal for each Next-Generation Firewall			Each	4	22,256	89,024
4.2.3	PAN-M-100-4TB or Equal *	Panorama M-100 with 4TB storage or Equal			Each	2	15,000	30,000
4.2.4	PAN-SVC-PREM-M-100-P-100 or Equal	Premium Support or Equal for each Panorama M-100			Each	2	3,200	6,400
4.2.4.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 2 - Premium Support or Equal for each Panorama M-100			Each	2	3,360	6,720
4.2.4.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 3 - Premium Support or Equal for each Panorama M-100			Each	2	3,360	6,720
4.2.4.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 4 - Premium Support or Equal for each Panorama M-100			Each	2	3,424	6,848
4.2.5	PAN-WF-500 or Equal	WildFire WF-500 or Equal			Each	1	125,000	125,000
4.2.6	PAN-SVC-PREM-WF-500 or Equal	Premium Support for each WildFire or Equal			Each	1	20,000	20,000
4.2.6.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 2 - Premium Support for each WildFire or Equal			Each	1	21,000	21,000
4.2.6.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 3 - Premium Support for each WildFire or Equal			Each	1	21,400	21,400
4.2.6.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 4 - Premium Support for each WildFire or Equal			Each	1	21,400	21,400
4.3.1	PAN-PA-5060-URL4-HA2 or Equal	URL Filtering subscription or Equal			Each	4	18,200	72,800
4.3.1.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 2 - URL Filtering subscription or Equal			Each	4	19,110	76,440
						2	10,000	20,000

* REQUIRES PAN-M-P-25 License to support up to 25 devices

NOTE: For Renewals - if you order the once reverts to the user & pricing.

EXHIBIT A – Pricing Page (06-12-2015)

Item Number	Part Number	Description	Alternate Item	Alternate Part Number	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.3.1.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 3 - URL Filtering subscription or Equal			Each	4	19,474	77,896
4.3.1.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 4 - URL Filtering subscription or Equal			Each	4	19,474	77,896
4.3.1.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 5 - URL Filtering subscription or Equal			Each	4	19,474	77,896
4.3.2	PAN-PA-5060-TP-HA2-R or Equal	Threat Prevention subscription or Equal			Each	4	18,200	72,800
4.3.2.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 2 - Threat Prevention subscription or Equal			Each	4	19,110	76,440
4.3.2.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 3 - Threat Prevention subscription or Equal			Each	4	19,474	77,896
4.3.2.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 4 - Threat Prevention subscription or Equal			Each	4	19,474	77,896
4.3.2.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 5 - Threat Prevention subscription or Equal			Each	4	19,474	77,896
4.3.3	PAN-PA-5060-WF-HA2 or Equal	WildFire subscription or Equal			Each	4	18,200	72,800
4.3.3.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 2 - WildFire subscription or Equal			Each	4	19,110	76,440
4.3.3.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 3 - WildFire subscription or Equal			Each	4	19,474	77,896
4.3.3.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 4 - WildFire subscription or Equal			Each	4	19,474	77,896
4.3.3.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 5 - WildFire subscription or Equal			Each	4	19,474	77,896
4.4	Installation, Migration and Training **	Installation, Migration and Training			Total	1	SEE BELOW breakdown	0.00

Total Cost 0.00

\$ 2,449,185.00

PAN-CONSULT-DAY Palo Alto Networks consulting services (per day)
 PAN-CONSULT-CUTOVER-1HR Palo Alto Networks Consulting Services Cutover Hourly - 4 hour minimum
 PAN-CONSULT-TE Palo Alto Networks Consulting Services - Travel Expenses
 PAN-EDU-ONSITE-5DAY-8 Palo Alto Networks On-Site training course, 5 days, up to 8 students. Onsite training will expire (1) one year from date of purchase. Price includes instructor T&E, access to lab equipment, and courseware.

25	\$	3,000.00	\$	75,000.00
8	\$	580.00	\$	4,480.00
12500	\$	1.05	\$	13,125.00
1	\$	17,700.00	\$	17,700.00

**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a contract for the "One-Time" purchase of networking hardware such as firewalls and logging appliances. The appliances will require the purchase of subscription services for URL filtering, threat prevention, security, hardware maintenance, support, and installation.

The devices and services listed will protect the State's data from external attacks and loss of information from internal networks with the ability to block suspect or malicious traffic. The purchase of these devices is a requirement by the Internal Revenue Service (IRS).

2. **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.

2.1 **"Appliance"** means a device or piece of equipment designed to perform a specific task.

2.2 **"Business Hours"** means Monday 7:00 AM to Friday 6:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

2.3 **"Contract Item"** means firewalls, logging appliances, filtering services, threat prevention services, hardware maintenance and support services has more fully described by these specifications.

2.4 **"Firewall"** means security system that controls the incoming and outgoing network traffic based on an applied rule set. A firewall establishes a barrier between a trusted,

secure internal network and another network (e.g., the Internet) that is assumed not to be secure and trusted.

2.5 “GB” means Gigabyte. A gigabyte is a measure of computer data storage capacity.

2.6 “GBps” means Gigabits per second or billions of bits per second. This a measure of bandwidth on digital data transmitted over the network.

2.7 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit “A”, upon which Vendor should list its proposed price for the Contract Items.

2.8 “RAM” means Random Access Memory. This is where current data is kept and can be accessed quickly by an appliances processor.

2.9 “Severity Level 1” is the most critical which means the appliance is not functioning and there is no solution to fix the issue. Call response time for this severity level must be within one (1) hour of the initial support call. Support center must be available 24 hours a day, 7 days week for Severity Level 1 issues. Follow up communication will be every 4 hours until issue is resolved or a temporary solution is in place. This level may require 4 hour delivery of parts.

2.10 “Severity Level 2” is high which means the appliance is not fully functional and there is no solution to fix the issue. Call response time for this severity level must be within two (2) business hours of the initial support call. At this level follow up communication will be once a day until issue is resolved or a temporary solution is in place. This level may require next business day delivery of parts.

2.11 “Severity Level 3” is medium which means the appliance has failed but support center has resources to resolve the issues. Call response time for this severity level must be within four (4) business hours of the initial support call. Follow up communications will be every three (3) days until issue is resolved.

2.12 “Severity Level 4” is the lowest which means the appliance is working properly but needs to be updated. Call response time for this severity level must be within eight (8) business hours of the initial support call. Follow up will be conducted once a week until issue is resolved.

2.13 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1 Vendor's solution must be in the Gartner Magic Quadrant Leader based on Gartner's 2014 Magic Quadrant for Enterprise Network Firewall and have the Ability to be deployed in an Active/Passive HA configuration in Virtual Wire Mode.

3.1.1 Vendor should provide documentation of proof with their bid submission response. Vendor will be required to submit before Award of Purchase Order.

4. GENERAL REQUIREMENTS:

4.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

4.2 **Firewalls and Appliances:** Firewall and appliances must be new. Any firewall or appliances that have been refurbished, warranted-as-new, or like-new will not be permitted.

4.2.1 Palo Alto Networks PA-5060 Next-Generation Firewall "or Equal"
Required Quantity: 4

4.2.1.1 Firewall throughput must be a minimum of 20 GBps.

4.2.1.2 Threat prevention throughput must be a minimum of 10 GBps.

4.2.1.3 A minimum of 120,000 connections per second.

4.2.1.4 Customize blocking or alert actions and email notifications and reports.

4.2.1.5 The appliance must have minimum of 2 factor authentication.

4.2.2 Vendor must provide Premium Support "or Equal" for each PA-5060 Next Generation Firewall being purchased
Required Quantity: 4

4.2.2.1 Premium Support "or Equal" may include advanced replacement with Next Business Day shipping, or the optional 4 hour parts delivery. Optional 4 hour parts delivery will be based on severity

level 1. Call response times will also be based on severity levels. Severity levels range 1 through 4. Each level is defined in Section 2: Definitions.

4.2.2.2 Vendor must provide online resources such as technical documentation for common issues and step by step solutions, a method for support tickets or cases to be tracked, and product update, announcements, and release notes.

4.2.2.3 Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

4.2.3 Palo Alto Networks Panorama M-100 with 4TB of storage “or Equal”
Required Quantity: 2

4.2.4 Vendor must provide Premium Support for each Panorama M-100 “or Equal”
Required Quantity: 2

4.2.4.1 Premium Support “or Equal” may include advanced replacement with Next Business Day shipping, or the optional 4 hour parts delivery. Optional 4 hour parts delivery will be based on severity level 1. Call response times will also be based on severity levels. Severity levels range 1 through 4. Each level is defined in Section 2: Definitions.

4.2.4.2 Vendor must provide online resources such as technical documentation for common issues and step by step solutions, a method for support tickets or cases to be tracked, and product update, announcements, and release notes.

4.2.4.3 Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional sequential Annual renewals will be initiated by agency request agreed to by the

vendor and processed as a Change Order authorized as issued by
the West Virginia Purchasing Division.

**4.2.5 Palo Alto Networks WildFire WF-500 “or Equal”
Required Quantity: 1**

4.2.5.1 The appliance must have a Dual 6 Core Intel Processor
with Hyper Threading.

4.2.5.2 A minimum of 128 GB RAM

4.2.5.3 A minimum of 120 GB Solid State Drive

**4.2.6 Vendor must provide Premium Support for each WildFire “or Equal”
Required Quantity: 1**

4.2.6.1 Premium Support “or Equal” may include advanced replacement
with Next Business Day shipping, or the optional 4 hour parts
delivery. Optional 4 hour parts delivery will be based on severity
level 1. Call response times will also be based on severity levels.
Severity levels range 1 through 4. Each level is defined in Section
2: Definitions.

4.2.6.2 Vendor must provide online resources such as technical
documentation for common issues and step by step solutions, a
method for support tickets or cases to be tracked, and product
update, announcements, and release notes.

4.2.6.3 Vendor must include in their bid the cost of optional Annual
renewals for years 2, 3, and 4. These optional sequential Annual
renewals will be initiated by agency request agreed to by the
vendor and processed as a Change Order authorized as issued by
the West Virginia Purchasing Division.

4.3 Subscription and Services

4.3.1 Palo Alto Networks URL Filtering subscription “or Equal”

Required Quantity: 4

- 4.3.1.1** Vendor must provide a subscription service that will allow administrator’s access to URL filtering database. Access to the service will provide administrator’s control of applications and web activities.
- 4.3.1.2** Vendor must base subscription pricing on the quantity of the appliances in operation and not by users or the volume of data.
- 4.3.1.3** Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, 4, and 5. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

4.3.2 Palo Alto Networks Threat Prevention subscription “or Equal”

Required Quantity: 4

- 4.3.2.1** Vendor must provide a subscription service that offer threat prevention. This service must scan all internet traffic, applications, end-user activities, and content.
- 4.3.2.2** Vendor must base subscription pricing on the quantity of the appliances in operation not by users or the volume of data.
- 4.3.2.3** Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, 4, and 5. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

4.3.3 Palo Alto Networks Wildfire subscription “or Equal”

Required Quantity: 4

- 4.3.3.1** Vendor must provide a subscription service that detect, identify, respond, and prevent threats without an administrator being present.

- 4.3.3.2 Vendor must base subscription pricing on the quantity of the appliances in operation and not by users or the volume of data.
- 4.3.3.3 Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, 4, and 5. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

4.4 Installation, Migration and Training Services

- 4.4.1 Installation service is vendor service and support to fully install all hardware and software components, including testing to validate all device components are fully functional. Vendor will perform installation during normal business hours, under the supervision of WVOT staff. Vendor will remove hardware from package and physically install all equipment in designated racks, located in Charleston, WV and Morgantown, WV. Vendor will install and ensure all software included is properly installed.
- 4.4.2 Migration/Configuration service is vendor service and support to implement the device components' functionality to an operational level that includes (1) migration of current web filtering capabilities to the new device, (2) configuration of the device in an Active/Passive High Availability configuration in Virtual Wire Mode, (3) and verification that all paid subscription services are fully functional.
- 4.4.3 Training services includes vendor instructor led courses designed to teach the objectives of installation, maintenance, basic and advanced operations of all purchased components. Training must be provided on-site (Capitol Complex, Charleston, WV) for a minimum of forty (40) hours for up to 10 students covering the following objectives: all device capabilities (with emphasis on most utilized capabilities). In addition, training must be provided, on-site (Capitol Complex, Charleston, WV), for a minimum of forty (40) hours for up to 5 students covering the following objectives: (1) advanced configuration and operation based on best practices and (2) advanced troubleshooting. All training provided must align with established vendor's courses, available at the time of award, that cover the above listed training objectives. Training must also be provided in both lecture and lab format, allowing for training to take place before equipment installation and operation. Finally, the vendor will provide (2) two certification exam vouchers, valid for a minimum of (2) two years, for the applicable vendor certification, if such certification exists at the time of the award.

4.5 Acceptance of System

- 4.5.1** Prior to an acceptance of the system the following criteria must be met: (1) successful testing of all components, validating full functionality, (2) completion of all training courses, and (3) 30 days of live production with access to subject matter experts to complete initialization and tuning of subscription services.

Once acceptance of the system is agreed to by Agency and the Vendor, the Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty. Future requests for warranty and maintenance will be based on these dates.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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.

Evaluation will be the Total Bid Cost for all items requested. The Awarded Contract will be for the Equipment, first year Licenses, Support Services and Installation/Migration/Training services.

Renewal options for years 2, 3, 4, and 5 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

- 5.2 Pricing Page:** Vendor should complete the Pricing Page and submit it as part of the bid response. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 5.2.1** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission.

- 5.2.2** Vendor should include with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

- 5.2.3** Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before the Purchase Order is issued.**
- 5.2.4** Vendor will include the renewal cost should the agency opt to renew for years 2, 3, 4, and 5. Vendor should complete the Pricing Page in its' entirety as failure to do so may result in Vendor's bids being disqualified.
- 5.2.5** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Guy.L.Nisbet@wv.gov.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response

If unable to respond online Vendor must submit the Exhibit "A" Proposal Form/Pricing Pages with your bid prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PAYMENT:

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

7. DELIVERY AND RETURN:

- 7.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

West Virginia Office of Technology
Building 5, 10th Floor
1900 Kanawha Blvd., E
Charleston, WV 25305.

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

- 7.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 VENDOR DEFAULT

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. **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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A – Pricing Page (06-12-2015)

Item Number	Part Number	Description	Alternate Item	Alternate Part Number	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.2.1	PAN-PA-5060-SSD2-D or Equal	Next-Generation Firewall PA-5060 or Equal			Each	4		
4.2.2	PAN-SVC-PREM-5060-1YR or Equal	Premium Support or Equal for each Next-Generation Firewall			Each	4		
4.2.2.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 2 - Premium Support or Equal for each Next-Generation Firewall			Each	4		
4.2.2.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 3 - Premium Support or Equal for each Next-Generation Firewall			Each	4		
4.2.2.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-5060-R or Equal	RENEWAL OPTION YEAR 4 - Premium Support or Equal for each Next-Generation Firewall			Each	4		
4.2.3	PAN-M-100-4TB or Equal	Panorama M-100 with 4TB storage or Equal			Each	2		
4.2.4	PAN-SVC-PREM-M-100-P-100 or Equal	Premium Support or Equal for each Panorama M-100			Each	2		
4.2.4.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 2 - Premium Support or Equal for each Panorama M-100			Each	2		
4.2.4.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 3 - Premium Support or Equal for each Panorama M-100			Each	2		
4.2.4.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-M-100-P-25-R or Equal	RENEWAL OPTION YEAR 4 - Premium Support or Equal for each Panorama M-100			Each	2		
4.2.5	PAN-WF-500 or Equal	WildFire WF-500 or Equal			Each	1		
4.2.6	PAN-SVC-PREM-WF-500 or Equal	Premium Support for each WildFire or Equal			Each	1		
4.2.6.1	RENEWAL OPTION YEAR 2 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 2 - Premium Support for each WildFire or Equal			Each	1		
4.2.6.1	RENEWAL OPTION YEAR 3 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 3 - Premium Support for each WildFire or Equal			Each	1		
4.2.6.1	RENEWAL OPTION YEAR 4 - PAN-SVC-PREM-WF-500 or Equal	RENEWAL OPTION YEAR 4 - Premium Support for each WildFire or Equal			Each	1		
4.3.1	PAN-PA-5060-URL4-HA2 or Equal	URL Filtering subscription or Equal			Each	4		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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


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

Addendum Numbers Received:

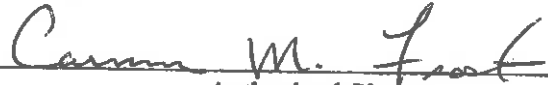
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.



 Company



 Authorized Signature

 6-26-15

 Date

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

EXHIBIT A – Pricing Page (06-12-2015)

Item Number	Part Number	Description	Alternate Item	Alternate Part Number	Unit of Measure	Quantity	Unit Cost	Estimated Cost
4.3.1.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 2 - URL Filtering subscription or Equal			Each	4		
4.3.1.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 3 - URL Filtering subscription or Equal			Each	4		
4.3.1.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 4 - URL Filtering subscription or Equal			Each	4		
4.3.1.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-URL4-HA2 or Equal	RENEWAL OPTION YEAR 5 - URL Filtering subscription or Equal			Each	4		
4.3.2	PAN-PA-5060-TP-HA2-R or Equal	Threat Prevention subscription or Equal			Each	4		
4.3.2.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 2 - Threat Prevention subscription or Equal			Each	4		
4.3.2.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 3 - Threat Prevention subscription or Equal			Each	4		
4.3.2.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 4 - Threat Prevention subscription or Equal			Each	4		
4.3.2.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-TP-HA2-R or Equal	RENEWAL OPTION YEAR 5 - Threat Prevention subscription or Equal			Each	4		
4.3.3	PAN-PA-5060-WF-HA2 or Equal	WildFire subscription or Equal			Each	4		
4.3.3.1	RENEWAL OPTION YEAR 2 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 2 - WildFire subscription or Equal			Each	4		
4.3.3.1	RENEWAL OPTION YEAR 3 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 3 - WildFire subscription or Equal			Each	4		
4.3.3.1	RENEWAL OPTION YEAR 4 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 4 - WildFire subscription or Equal			Each	4		
4.3.3.1	RENEWAL OPTION YEAR 5 - PAN-PA-5060-WF-HA2 or Equal	RENEWAL OPTION YEAR 5 - WildFire subscription or Equal			Each	4		
4.4	Installation, Migration and Training	Installation, Migration and Training			Total	1		
						Total Cost		

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" 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 contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 _____ and extends for a period of _____ 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 should be submitted to the Purchasing Division 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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

- ☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within thirty (30) days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional four (4) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed sixty (60) months in total. Automatic renewal of this Contract is prohibited.

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 a 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 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 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.
- ☐ **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:** In the amount of _____ or more.
- ☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

12. **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 Award Document, upon receipt.
13. **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.
14. **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.
15. **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.
16. **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 also 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.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **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.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. 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 under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
- 34. 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.
- 35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

41. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

43. 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.

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Wednesday, May 20th, 2015 at 1:00 PM. EDT.

Submit Questions to: Guy Nisbet
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Thursday, June 4th, 2015 at 1:30 PM. EDT.
 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: DIVERSA TEC RESOURCES, INC

Signed: Ann M. Frost

Date: JUNE 26, 2015

Title: President

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DIVERSATEC RESOURCES, INC.

(Company)

Comm M. Loret

(Authorized Signature) (Representative Name, Title)

740-965-3400 740-965-3404 June 26, 2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM **SOLICITATION NO.:**

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

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

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

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" 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.

DIVERSATEC RESOURCES, INC.

Company

Carman M. Frost

Authorized Signature

Date

6-26-15

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

RFQ No. 0210 ISC
150000015

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 §61-6-3) 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: Divasatec
Authorized Signature: Carmon M. Faust Date: 6-26-15

State of Ohio

County of Delaware, to-wit:

Taken, subscribed, and sworn to before me this 26 day of June, 2015

My Commission Expires October 1, 2018



ANNE KRAMER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-1-18

NOTARY PUBLIC

Anne Kramer

Purchasing Affidavit (Revised 07/01/2012)