



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 5

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 636720

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0702

Vendor ID: VS0000016714

SO Doc ID: TAX2000000011

Legal Name: INCARE TECHNOLOGIES INC

Published Date: 12/3/19

Alias/DBA:

Close Date: 12/11/19

Total Bid: \$413,132.84

Close Time: 13:30

Response Date: 12/09/2019

Status: Closed

Response Time: 17:28

Solicitation Description: Addendum No.02 - 10 Gig Capable  
Firewall Security

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia  
Solicitation Response

Proc Folder : 636720

Solicitation Description : Addendum No.02 - 10 Gig Capable Firewall Security

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-11 13:30:00	SR        0702   ESR12091900000003487	1

VENDOR

VS0000016714

INCARE TECHNOLOGIES INC

Solicitation Number:    CRFQ   0702        TAX20000000011

Total Bid :        \$413,132.84                      Response Date:    2019-12-09                      Response Time:    17:28:40

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham  
(304) 558-2157  
brittany.e.ingraham@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Palo Alto PA-5250 Next-Generation Firewall or Equal	2.00000	EA	\$85,110.000000	\$170,220.00

Comm Code	Manufacturer	Specification	Model #
43222501			

Extended Description :	Palo Alto PA-5250 Next-Generation Firewall or Equal See 3.1.1 of attached specifications
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Comments: FG-3301E-BDL-950-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	10 Gig SFP+	8.00000	EA	\$190.000000	\$1,520.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :	10 Gig SFP+ See 3.1.2 of attached specifications
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Comments: FG-TRAN-SFP+LR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Professional Services	2.00000	EA	\$3,375.000000	\$6,750.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Professional Services See 3.1.3 of attached specifications
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Threat Prevention Subscription Year 1	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Treat Prevention Subscription Year 1 See 3.1.4 of attached specifications
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Palo Alto Premium Technical Support or equal Year 1	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Palo Alto Premium Technical Support or equal Year 1 See 3.1.5 of attached specifications
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Threat Prevention Subscription Year 2	2.00000	EA	\$39,107.140000	\$78,214.28

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Treat Prevention Subscription Year 2 See 3.1.4 of attached specifications
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**Comments:** FC-10-F33E1-950-02-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Palo Alto Premium Technical Support or equal Year 2	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Palo Alto Premium Technical Support or equal Year 2 See 3.1.5 of attached specifications
------------------------	---

**Comments:** FC-10-F33E1-950-02-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Threat Prevention Subscription Year 3	2.00000	EA	\$39,107.140000	\$78,214.28

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Treat Prevention Subscription Year 3 See 3.1.4 of attached specifications
------------------------	--

**Comments:** FC-10-F33E1-950-02-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Palo Alto Premium Technical Support or equal Year 3	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Palo Alto Premium Technical Support or equal Year 3 See 3.1.5 of attached specifications
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**Comments:** FC-10-F33E1-950-02-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Threat Prevention Subscription Year 4	2.00000	EA	\$39,107.140000	\$78,214.28

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Treat Prevention Subscription Year 4 See 3.1.4 of attached specifications
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**Comments:** FC-10-F33E1-950-02-12

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Palo Alto Premium Technical Support or equal Year 4	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	Palo Alto Premium Technical Support or equal Year 4 See 3.1.5 of attached specifications
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**Comments:** FC-10-F33E1-950-02-12



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: 636720

Doc Description: Addendum No.02 - 10 Gig Capable Firewall Security

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-03	2019-12-11 13:30:00	CRFQ 0702 TAX2000000011	3

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

InCare Technologies, Inc.  
600 Lakeshore Parkway  
Birmingham, AL. 35209

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a fixed period contract for the purchase of two (2) firewall appliances, per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Palo Alto PA-5250 Next-Generation Firewall or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222501			

**Extended Description :**

Palo Alto PA-5250 Next-Generation Firewall or Equal

See 3.1.1 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	10 Gig SFP+	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

10 Gig SFP+

See 3.1.2 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Services	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Professional Services

See 3.1.3 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Threat Prevention Subscription Year 1	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 1

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Palo Alto Premium Technical Support or equal Year 1	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 1

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Threat Prevention Subscription Year 2	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 2

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Palo Alto Premium Technical Support or equal Year 2	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 2

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Threat Prevention Subscription Year 3	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 3

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Palo Alto Premium Technical Support or equal Year 3	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 3

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Threat Prevention Subscription Year 4	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 4

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Palo Alto Premium Technical Support or equal Year 4	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 4

See 3.1.5 of attached specifications



## SOLICITATION NUMBER: CRFQ TAX2000000011

### Addendum Number: No.02

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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 attached documentation to the vendor community.

1. The purpose of this addendum is to publish vendor questions and agency responses.

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

**10 Gig Capable Firewall Security  
CRFQ TAX2000000011  
Vendor Questions and Agency Answers**

1. If quoting a Palo Alto 5250 solution, is the State expecting a full technical response/validation of the requirements in section 3.1 as a part of the proposal, or simply a price sheet for the initial 1 year purchase and annual renewals for years 2-4?

**A1.** Vendor should submit a price sheet for the initial 1-year purchase and annual renewals for years 2-4.

Per the Terms & Conditions, by signing a submitting a bid to the state, the vendor is certifying that the product or service meets the mandatory requirements contained the solicitation for that product or service, unless otherwise stated.

2. Section 3.1.1.10 - This criteria would require a URL Filtering license on the firewalls, which is not specified as a line item for the quote itself. The RFQ would need to be amended to include Qty (2) of PAN-PA-5250-URL4-HA2.

**A2.** Vendor must include any and all licenses required to meet the mandatory specifications. If the license is an additional fee, vendor is to apply this fee to the appropriate line item bid amount.

3. Section 3.1.1.11 - This criteria would require a DNS Security license on the firewalls, which is not specified as a line item for the quote itself. The RFQ would need to be amended to include Qty (2) of PAN-PA-5250-DNS-HA2.

**A3.** Vendor must include any and all licenses required to meet the mandatory specifications. If the license is an additional fee, vendor is to apply this fee to the appropriate line item bid amount.

4. Section 3.1.1.14 - We are able to provide WAF-like functions as a part of our firewall; specifically the criteria listed in this section, but our next-generation firewalls would not be labeled as a traditional WAF solution. Are there other required WAF functions that have not been listed in this section that would be identified as mandatory by the Department?

**A4.** No

5. Section 3.1.2.1 - For the (8) 10gb SFPs, are these single-mode or multi-mode fiber? If it's single-mode fiber, what is the distance requirement?

**A5.** Single-Mode. Between 3 to 15 ft.

6. Section 3.1.3 - Is this a migration or greenfield deployment? If a migration, what is the source product? How many VPN's? Single or multi-context?

**A6.** Migration from Cisco ASA Appliances, VPN is not necessary.

7. Will the state consider an extension given the Thanksgiving Holiday next week.

**A7.** Please refer to Addendum No.01 regarding the bid opening date.

**8.** Is there a pricing page that you would like us to use or make up our own.

**A8.** Per item 4.2,

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ TAX20\*11**

**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 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.

InCare Technologies, Inc

\_\_\_\_\_  
**Company**

Barry Stracner

\_\_\_\_\_  
**Authorized Signature**

12/3/2019

\_\_\_\_\_  
**Date**

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

Revised 6/8/2012



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: 636720

Doc Description: 10 Gig Capable Firewall Security

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-18	2019-12-04 13:30:00	CRFQ 0702 TAX2000000011	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

InCare Technologies, Inc  
600 Lakeshore Parkway  
Birmingham, AL. 35209

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a fixed period contract for the purchase of two (2) firewall appliances, per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Palo Alto PA-5250 Next-Generation Firewall or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222501			

**Extended Description :**

Palo Alto PA-5250 Next-Generation Firewall or Equal

See 3.1.1 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	10 Gig SFP+	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

10 Gig SFP+

See 3.1.2 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Services	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Professional Services

See 3.1.3 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Threat Prevention Subscription Year 1	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 1

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Palo Alto Premium Technical Support or equal Year 1	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 1

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Threat Prevention Subscription Year 2	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 2

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Palo Alto Premium Technical Support or equal Year 2	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 2

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Threat Prevention Subscription Year 3	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 3

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Palo Alto Premium Technical Support or equal Year 3	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 3

See 3.1.5 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Threat Prevention Subscription Year 4	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Treat Prevention Subscription Year 4

See 3.1.4 of attached specifications

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748  CHARLESTON  US		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M  CHARLESTON  US	
	WW25339-1748		WW 25301

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Palo Alto Premium Technical Support or equal Year 4	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Palo Alto Premium Technical Support or equal Year 4

See 3.1.5 of attached specifications

TAX2000000011	<b>Document Phase</b> Draft	<b>Document Description</b> 10 Gig Capable Firewall Security	<b>Page 7</b> of 7
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# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 11/14/2019

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 nonbinding.

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

Question Submission Deadline: **November 21, 2019 at 10:00 AM EST**

Submit Questions to: **Brittany Ingraham**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Brittany.E.Ingraham@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: 10 Gig Capable Firewall Security

BUYER: Brittany Ingraham

SOLICITATION NO.: CRFQ TAX2000000011

BID OPENING DATE: December 4, 2019

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       N/A       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: December 4, 2019 at 1:30 PM EST

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

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

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

**2.6. "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.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

**2.9. "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:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
upon award and extends for a period of \_\_\_\_\_ one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_  
successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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 laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. 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.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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](mailto: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.

Revised 11/14/2019



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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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

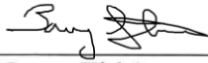
“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



(Name, Title)  
**Barry Stracner/Senior Account Executive**

(Printed Name and Title)  
**600 Lakeshore Parkway Birmingham, AL. 35209**

(Address)  
**205-314-7841 205-278-8130**

(Phone Number) / (Fax Number)  
**bstracner@incare360.com**

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

**InCare Technologies, Inc.**

(Company)



(Authorized Signature) (Representative Name, Title)

**Barry Stracner/Senior Account Executive**

(Printed Name and Title of Authorized Representative)

**12/3/2019**

(Date)

**205-314-7841 205-278-8130**

(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Next-Gen Firewalls

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a fixed period contract for the purchase of two (2) firewall appliances.
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 **“Contract Item”** means firewall appliances as more fully described by these specifications.
  - 2.2 **“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.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“GB”** means gigabyte which is a multiple of the unit byte for digital information.
  - 2.5 **“Gbps”** means gigabits per second, a data transfer speed measurement for high-speed networks such as gigabit ethernet.
  - 2.6 **“FIPS 140-2”** stands for Federal Information Processing Standard (FIPS) Publication 140-2 which is a U.S. government computer security standard used to approve cryptographic modules.
  - 2.7 **“Mbps”** means megabits per second which is a unit of measurement for bandwidth and throughput on a network.
  - 2.8 **“NBD”** stands for next business day.
  - 2.9 **“OEM”** means original equipment manufacturer.
  - 2.10 **“VLAN”** means Virtual Local Area Network.
  - 2.11 **“RMA”** means Return Merchandise Authorization
  - 2.12 **“DNS”** means Domain Name Servers which is the Internet’s system for converting alphabetic names into numeric IP addresses.
  - 2.13 **“DMZ”** means Demilitarized Zone which is a physical or logical subnetwork that contains and exposes an organization’s external-facing services to an untrusted network, usually a larger network such as the Internet.

REQUEST FOR QUOTATION  
Next-Gen Firewalls

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**2.14 “SQL”** means Structured Query Language which is a domain-specific language used in programming and designed for managing data held in a relational database management system (RDBMS), or for stream processing in a relational data stream management system (RDSMS).

**2.15 “SFP”** means Small Form-Factor Pluggable which is a compact, hot-pluggable network interface module that is used for data communications.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Palo Alto PA-5250 Next-Generation Firewall or Equal**

**3.1.1.1** Must be FIPS 140-2 validated. Vendor must provide the certificate number of the module validated if requested. The link to provide the certificate can be found here.

<https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>

**3.1.1.2** Must receive software updates from designated servers located in the US.

**3.1.1.3** Must have a minimum Firewall Throughput of thirty-five (35) Gbps

**3.1.1.4** Must be able to use in an Active/Passive configuration to ensure High Availability.

**3.1.1.5** System must have audit logs that document security-related events.

**3.1.1.6** System must lock administrator accounts after no more than three (3) unsuccessful attempts to logon with an invalid password.

**3.1.1.7** System must be configurable to require multi-factor authentication for remote device management.

**3.1.1.8** System must not display passwords in clear text during login.

**3.1.1.9** Must have an Intrusion Prevention Service that provides the latest defenses against network-based threats.

REQUEST FOR QUOTATION  
Next-Gen Firewalls

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- 3.1.1.10** Must have Web Filtering that will provide Granular blocking and filtering web categories to allow, block, or log URL database.
- 3.1.1.11** Must have a DNS Filter that blocks DNS requests to known botnet command and control addresses. Vendor must maintain a database of known botnet command and control addresses.
- 3.1.1.12** Must have a Static Domain Filter that allows the Agency to block, exempt, or monitor DNS requests by using IPS to look inside DNS packets and match the domains being looked up with the domains on the static URL filter list.
- 3.1.1.13** Must have Antivirus protection that covers automated content updates and also malware and heuristic detection engines.
- 3.1.1.14** Must have Web Application Firewall (WAF) to protect against SQL injection, cross-site scripting, web robot patterns, and suspicious URLs.
- 3.1.1.15** Must have the ability to identify infected hosts that try to connect to malicious domains.
- 3.1.1.16** Must have redundant power supplies.
- 3.1.1.17** Must have a rack mounting kit and any cables necessary to configure the firewalls in an active/standby state.
- 3.1.1.18** Vendor must be an authorized reseller of all equipment bid. All equipment must be new and genuine. Refurbished and/or gray market equipment will not be accepted.

**3.1.2 10 Gig SFP+**

- 3.1.2.1** Must have a minimum of eight (8) 10Gbps SFPs

**3.1.3 Professional Services**

- 3.1.3.1** Vendor must perform physical installation of all devices, transceivers, or modules.
- 3.1.3.2** Vendor must configure all licensed features.
- 3.1.3.3** Vendor must configure the devices into a high-availability cluster.

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Next-Gen Firewalls

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**3.1.3.4** Vendor must integrate the devices into existing agency network including the following:

**3.1.3.4.1** Provisioning existing VLANs used to segment the agency network.

**3.1.3.4.2** Provision DMZ to contain agency local servers and specialized hardware resources.

**3.1.3.4.3** Create firewall rules for inbound traffic, outbound traffic, and intra-agency traffic.

**3.1.3.4.4** Create an initial set of URL filtering rules.

**3.1.3.5** Vendor must configure logging and notification features.

**3.1.3.6** Upon award of the contract, vendor must provide detailed configuration material as appropriate for the recreating the configuration or for auditing purposes to the Agency.

**3.1.4 Threat Prevention Subscription**

**3.1.4.1** Must have a minimum Threat Prevention Throughput of ten (10) Gbps.

**3.1.5 Palo Alto Premium Technical Support or Equal**

**3.1.5.1** Must have 24x7x365 technical support.

**3.1.5.2** Technical Support must be provided by U.S. Citizens located in the United States. No offshore access is permitted.

**3.1.5.3** Must receive software updates and patches from the vendor's servers located within the United States.

**3.1.5.4** Must be able to escalate case severity level when higher priority is required.

**3.1.5.5** Must have a Next Business Day or sooner RMA option.

**3.2 Alternative 'Or Equal' Submission**

**3.2.1** Contract Item if bidding an "or Equal" product will not require the purchase of any additional software or hardware for implementation and must fully integrate with Vendor's submitted equipment for Item 3.1 of this solicitation.

REQUEST FOR QUOTATION  
Next-Gen Firewalls

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**3.2.2** If Vendor is submitting an “or Equal” product, this information must be provided at the time of submitting bid response. Any documentation supporting such should be submitted with bid response. This information may be required before award of contract.

**3.2.3** Vendor will assume any costs related to any required installation of new software, hardware and/or training related to the alternate submission.

**4. CONTRACT AWARD:**

**4.1 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.

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

**4.1.2** Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

**4.1.3 Evaluation will be based on the Total Bid Amount. Award will be made for items 3.1.1, 3.1.2, 3.1.3 and the first year only for items 3.1.4 and 3.1.5.**

Renewal options for items 3.1.4 and 3.1.5 for years 2, 3, and 4 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.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by inserting a Unit Price for each item. Unit Price should be multiplied (x) by the Quantity to equal (=) the Extended Cost. 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.

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

Vendors who wish to respond to a centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS vendor self-service (VSS). If unable to respond online, vendor must submit their pricing page with their submitted bid prior to the scheduled bid opening date.

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Next-Gen Firewalls

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Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 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 15 calendar days after receiving a purchase order or notice to proceed.

**Contract Items must be delivered to Agency at:**  
**West Virginia State Tax Department**  
**1001 Lee Street East, Charleston WV, 25301**

**6.2 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.

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

**6.4 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.



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Next-Gen Firewalls

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- 6.5 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.

**7 VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 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:** Barry Stracner

**Telephone Number:** 205-314-7841

**Fax Number:** 205-278-8130

**Email Address:** bstracner@incare360.com

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: InCare Technologies, Inc.

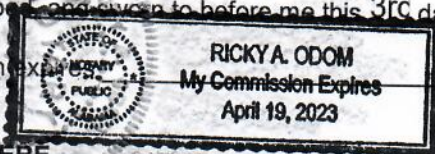
Authorized Signature: [Signature] Date: 12/3/2019

State of Alabama

County of Jefferson, to-wit:

Taken, subscribed and sworn to before me this 3rd day of December, 2019.

My Commission expires April 19, 2023, 20  .



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





# InCare<sup>I.T.</sup>

TECHNOLOGY EXPERTS ON DEMAND



*Prepared for:*

**Brittany Ingraham**  
State of West Virginia  
2019 Washington St E  
Charleston, WV 25305  
United States

*Prepared by:*

**Barry Stracner**  
InCare Technologies  
600 Lakeshore Parkway, Birmingham, AL 35209,

*Date Prepared:*

**12/5/2019**

## - Proposal -



# InCare

TECHNOLOGIES

600 Lakeshore Parkway, Birmingham, AL 35209,  
205-278-8100



## What Services Do We Offer?

InCare I.T. offers a broad array of professional services clustered around the technologies that underlie and support today's server and LAN environments. Within the InCare Technologies family, InCare I.T. provides the "Break-Fix", Professional Service, and Consulting portions of our service portfolio.

We can work with organizations who have minimal or no full time I.T. staff to provide all the various services of a traditional I.T. department without the investment in full time staff.

Our professionals' average over 11 years of experience, with several having two decades or more of I.T. experience. We can work with your company on a time and materials, block time, or a flat-rate project basis, whichever best fits your unique needs.

Our primary experience areas consist of:

- Storage
- Virtualization Planning and Support (VMWare, Hyper-V, and Xen)
- Firewalls and Edge Security
- Large Scale and Building wide WiFi
- Active Directory Planning
- Microsoft Exchange Server
- SQL Server
- Data Backup & Business Continuity
- Remote Desktop Technologies (Microsoft, Citrix, VMware View)
- IP Phone Systems and VoIP technologies
- Server Consolidation
- Desktop Support & Maintenance
- Datacenter Infrastructure Planning

12/5/2019

Brittany Ingraham  
State of West Virginia  
2019 Washington St E  
Charleston, WV 25305  
United States

Dear Brittany:

Here is the quote you requested.

Within this proposal you will find the following:

- Our company's mission statement
- A total solution summary
- Additional services we offer
- Agreement

Upon review, if you would like us to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

Best Regards,

Barry Stracner  
InCare Technologies  
bstracner@incare360.com

## About Us

For over 20 years, we've been dedicated to providing and managing the technological and communication needs of SMB, mid-market, local government, and K-12 customers. Our mission statement is as follows:

# - MISSION STATEMENT -

**We are devoted to enhancing clients' business through the usage of technology.**


Our mission is to provide products and services which simplify the use of technology while providing long-term trusted advisory relationships. We motivate, encourage, and guide clients to achieve technical efficiency through products and services based upon two principals:

**Best Practice and Best-of-Breed.**



## Solution Summary

ICTQ40809

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	Fortinet FortiGate FG-3301E Network Security/Firewall Appliance - 18 Port - 1000Base-T, 40GBase-X, 10GBase-X, 10GBase-T - 40 Gigabit Ethernet - 16 x RJ-45 - 20 Total Expansion Slots - 2U - Rack-mountable 	\$85,110.00	\$170,220.00
8	Fortinet 10GBASE-LR SFP+ Transceiver - 1 x 10GBase-LR	\$190.00	\$1,520.00
1	Professional Services	\$6,750.00	\$6,750.00
	Fixed Fee		
	Expenses		
2	Optional Year 2 - FortiGate3301E Unified UTM Protection 24x7 FortiCare plus Application Control IPS AV Web Filtering and Antispam FortiSandbox Cloud, Advanced Parts Replacement	\$39,107.14	\$78,214.28
2	Optional Year 3 - FortiGate3301E Unified UTM Protection 24x7 FortiCare plus Application Control IPS AV Web Filtering and Antispam FortiSandbox Cloud, Advanced Part Replacement	\$39,107.14	\$78,214.28
2	Optional Year 4 - FortiGate3301E Unified UTM Protection 24x7 FortiCare plus Application Control IPS AV Web Filtering and Antispam FortiSandbox Cloud, Advanced Part Replacement	\$39,107.14	\$78,214.28
		SUBTOTAL	\$178,490.00
		SALES TAX	\$0.00
		TOTAL (ONE TIME)	\$178,490.00

MONTHLY COMMITMENT	\$0.00
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\* Pricing is based on current hardware, software, and support licensing costs and is reflective of the current number of users. Pricing may increase automatically on January 1st each calendar year with a maximum annual increase of 5% each year to cover changes in vendor costs.

**Specifically excluded from this subscription agreement:**

- Additional project work of any kind (initial project deployment is quoted herein).
- The cost of any parts, equipment or shipping charges of any kind.
- The cost of any additional software, licensing, or software renewal/upgrade fees of any kind.
- The cost of any 3<sup>rd</sup> party vendor/manufacturer support or incident fees of any kind.
- Failure due to acts of God, building modifications, accidents, fire, power failures, Client misuse or other adverse environmental conditions or factors.
- Local workstation support unless chosen as an option within the agreement.
- Backup of local client data outside of what is stored or provided by the MSP cloud services.
- Network cable installation and testing of network cables.
- Any pre-existing condition, as may be noted by MSP or the Client.

**Signatures**

*By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein, as well as all terms of the Master Services Agreement (MSA), and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.*

**IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.**

**ICTQ40809**

**State of West Virginia**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## Additional Services We Offer

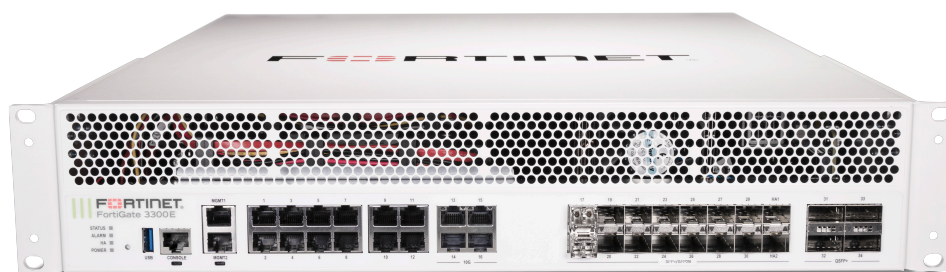
 <p><b>InBox</b> MANAGED GROUPWARE SERVICE</p> <p><i>Get the Microsoft Exchange experience... WITHOUT Exchange</i></p>	<ul style="list-style-type: none"> <li>• Access your mail with Rich Outlook Web Access Interface via your internet browser</li> <li>• Full Exchange calendaring and meeting request capability - OWA</li> <li>• Your own e-mail domain gives you a professional image (<a href="mailto:address@yourcompany.com">address@yourcompany.com</a>)</li> <li>• Includes DNS Management</li> <li>• Access your mail with Outlook 2010/2013, or via your Apple, Windows Mobile, or Google Android Smartphone</li> <li>• Public folders for sharing information amongst your users</li> <li>• Automatic disclaimers and custom e-mail signatures</li> </ul>
 <p><b>InCare</b><sup>360</sup> TOTAL TECHNOLOGY MANAGEMENT</p> <p><i>360-degree care provides complete support and management of your technology</i></p>	<ul style="list-style-type: none"> <li>• Flat fee support calculated per employee for easy IT budgeting</li> <li>• Scale up or down as your business changes without having to renegotiate your contract</li> <li>• Includes all hardware, platform software, office applications, and more</li> <li>• 24/7 help desk</li> </ul>
 <p><b>InGuard</b><sup>Pro</sup> E-MAIL GUARDIAN SERVICE</p> <p><i>Regain control of your inbox with 99.76% spam capture rate</i></p>	<ul style="list-style-type: none"> <li>• Remove objectionable email content</li> <li>• Protect your systems from email borne viruses</li> <li>• E-mail encryption for credit card, social security, or other sensitive information</li> <li>• Seven year archiving of email for compliance and security</li> <li>• Provide business continuity for your email communications</li> <li>• 24x7 help desk support</li> </ul>
 <p><b>InCare</b> TECHNOLOGY MANAGEMENT SERVICE</p> <p><i>Reduced downtime Improved network performance Asset and inventory management</i></p>	<ul style="list-style-type: none"> <li>• 24x7 monitoring of hundreds of aspects of your infrastructure and workstations</li> <li>• State-of-the-art trouble ticketing system</li> <li>• Remote support and priority dispatch</li> <li>• Complete performance monitoring</li> <li>• Desktop cleanup agent</li> <li>• Dedicated onsite engineer (with InCare Plus)</li> <li>• Full hardware and software inventory and reporting</li> <li>• Full Microsoft patch management (with InCare Plus)</li> </ul>
 <p><b>InVault</b><sup>Pro</sup> BACKUP AND DISASTER RECOVERY SERVICE</p> <p><i>Industry-tested, rock-solid business continuity and disaster recovery</i></p>	<ul style="list-style-type: none"> <li>• Data backed up as often as every 15 minutes</li> <li>• A complete year of backups available in minutes</li> <li>• Standby server allows you to get back to work in minutes not days</li> <li>• Restore from local appliance that has a complete backup of your data</li> <li>• Seamless off-site transfer of your data to two remote data centers protects you from a disaster</li> <li>• Completely managed service with nothing for you to maintain</li> <li>• No charge support for restoring data, just call our support team and we'll have it back in minutes</li> </ul>



# FortiGate® 3300E Series

FG-3300E and 3301E

Next Generation Firewall  
Segmentation  
IPS  
Mobile Security



The FortiGate 3300E series delivers high-performance threat protection and SSL inspection for large enterprises and service providers, with the flexibility to be deployed at the enterprise/cloud edge, in the data center core or internal segments. The multiple high-speed interfaces, high port density, superior security efficacy and high throughput of the 3300E series keep your network connected and secure.

## Security

- Identifies thousands of applications inside network traffic for deep inspection and granular policy enforcement
- Protects against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic
- Prevent and detect against known and unknown attacks using continuous threat intelligence from AI-powered FortiGuard Labs security services

## Performance

- Delivers industry's best threat protection performance and ultra-low latency using purpose-built security processor (SPU) technology
- Provides industry-leading performance and protection for SSL encrypted traffic

## Certification

- Independently tested and validated best security effectiveness and performance
- Received unparalleled third-party certifications from NSS Labs

## Networking

- Delivers advanced networking capabilities that seamlessly integrate with advanced layer 7 security and virtual domains (VDOMs) to offer extensive deployment flexibility, multi-tenancy and effective utilization of resources
- Delivers high-density, flexible combination of various high-speed interfaces to enable best TCO for customers for data center and WAN deployments

## Management

- Includes a management console that is effective, simple to use, and provides comprehensive network automation & visibility.
- Provides Zero Touch Integration with Security Fabric's Single Pane of Glass Management
- Predefined compliance checklist analyzes the deployment and highlights best practices to improve overall security posture

## Security Fabric

- Enables Fortinet and Fabric-ready partners' products to provide broader visibility, integrated end-to-end detection, threat intelligence sharing, and automated remediation

Firewall	IPS	NGFW	Threat Protection	Interfaces
<b>160 Gbps</b>	<b>27 Gbps</b>	<b>23 Gbps</b>	<b>17 Gbps</b>	Multiple GE RJ45, 25 GE SFP28 / 10 GE SFP+ and 40 GE QSFP+ slots

Refer to specification table for details

## Deployment



### Next Generation Firewall (NGFW)

- Reduce complexity by combining threat protection security capabilities into single high-performance network security appliance
- Identify and stop threats with powerful intrusion prevention beyond port and protocol that examines the actual applications in your network traffic
- Delivers industry's highest SSL inspection performance using industry-mandated ciphers while maximizing ROI
- Proactively blocks newly discovered sophisticated attacks in real-time with advanced threat protection



### Segmentation

- Intent-based Segmentation builds robust security framework while proactively reducing risk, cost and complexity
- Integrates with Security Fabric seamlessly to allow third party solutions and continuous trust assessment and thereby prevent sophisticated attacks
- Protects critical business applications and helps implement any compliance without network redesigns



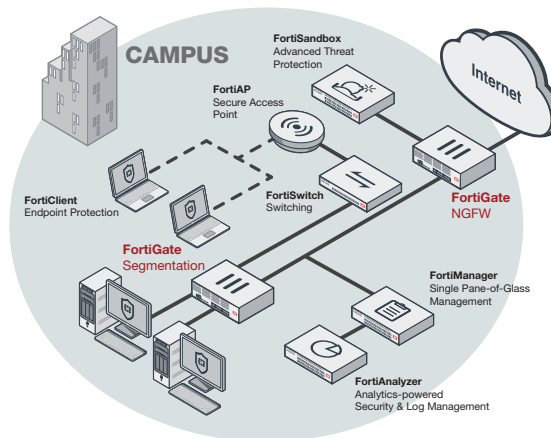
### IPS

- Highly cost-effective mitigation of unpatched vulnerability for hard-to-patch systems such as IOT, ICS, and Scada
- Protect sensitive data to achieve various regulatory compliance such as PCI, HIPPA, PII, GDPR
- Multiple inspection engines, threat intelligence feeds and advanced threat protection options to defend against unknown threats in real-time
- Best of breed intrusion prevention with high-performance SSL inspection



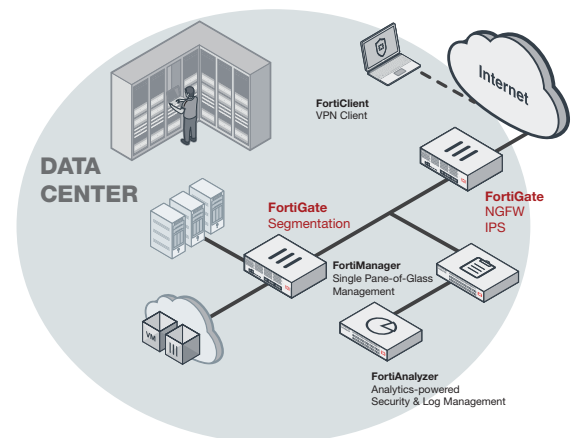
### Mobile Security for 4G, 5G and IOT

- SGi LAN security powered by multiple SPUs to provide high performance CGNAT and accelerate IPv4 and IPv6 traffic
- RAN Access Security with highly scalable and best performing IPsec aggregation and control security gateway (SecGW)
- User plane security enabled by full Threat Protection and visibility into GTP-U inspection
- Signaling security to inspect various protocols such as SCTP, Diameter, GTP-C, SIP and provide protection against attacks
- High-speed interfaces to enable deployment flexibility



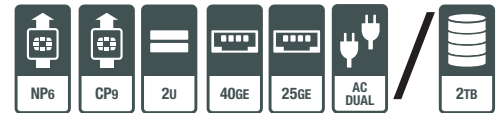
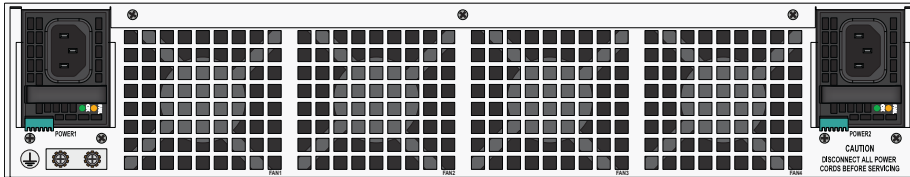
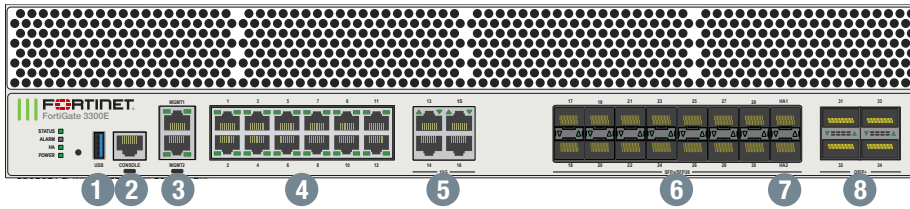
FortiGate 3300E deployment in large campus networks (NGFW, Intent-based Segmentation)

FortiGate 3300E deployment in data center (IPS/NGFW, Intent-based Segmentation)



## Hardware

### FortiGate 3300E and 3301E



### Interfaces

- |                           |   |
|---------------------------|---|
| 1. USB Management Port    | 5. 4x 10 GE RJ45 Ports                  |
| 2. Console Port           | 6. 14x 25 GE SFP28 / 10 GE SFP+ Slots   |
| 3. 2x GE RJ45 MGMT/ Ports | 7. 2x 25 GE SFP28 / 10 GE SFP+ HA Slots |
| 4. 12x GE RJ45 Ports      | 8. 4x 40 GE QSFP+ Slots                 |

### Powered by SPU

- Custom SPU processors deliver the power you need to detect malicious content at multi-Gigabit speeds
- Other security technologies cannot protect against today's wide range of content- and connection-based threats because they rely on general-purpose CPUs, causing a dangerous performance gap
- SPU processors provide the performance needed to block emerging threats, meet rigorous third-party certifications, and ensure that your network security solution does not become a network bottleneck



### Network Processor

Fortinet's new, breakthrough SPU NP6 network processor works inline with FortiOS functions delivering:

- Superior firewall performance for IPv4/IPv6, SCTP and multicast traffic with ultra-low latency down to 2 microseconds
- VPN, CAPWAP and IP tunnel acceleration
- Anomaly-based intrusion prevention, checksum offload, and packet defragmentation
- Traffic shaping and priority queuing

### Content Processor

Fortinet's new, breakthrough SPU CP9 content processor works outside of the direct flow of traffic and accelerates the inspection of computationally intensive security features:

- Enhanced IPS performance with the unique capability of full signature matching at SPU
- SSL Inspection capabilities based on the latest industry mandated cipher suites
- Encryption and decryption offloading

### High-Speed Connectivity

High-speed connectivity is essential for network security segmentation at the core of data networks. The FortiGate 3300E series provides 40 GE and 25 GE interfaces, simplifying network designs without relying on additional devices to bridge desired connectivity

## Fortinet Security Fabric

### Security Fabric

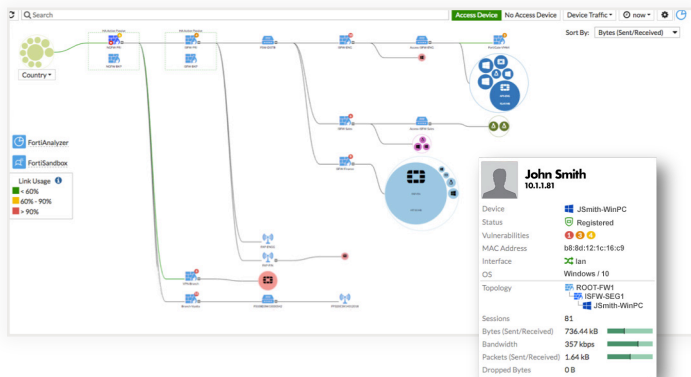
The Security Fabric delivers broad visibility, integrated AI-driven breach prevention, and automated operations, orchestration, and response across all Fortinet and its ecosystem deployments. It allows security to dynamically expand and adapt as more and more workloads and data are added. Security seamlessly follows and protects data, users, and applications as they move between IoT, devices, and cloud environments throughout the network. All this is tied together under a single pane of glass management thereby delivering leading security capabilities across your entire environment while reducing the complexity significantly.

FortiGate is the foundation of Security Fabric, expanding security via visibility and control by tightly integrating with other Fortinet security products and Fabric-Ready Partner solutions.



### FortiOS

Control all security and networking capabilities across the entire FortiGate platform with one intuitive operating system. Reduce complexity, costs, and response time with a truly consolidated next-generation security platform.



## Services



### FortiGuard™ Security Services

FortiGuard Labs offers real-time intelligence on the threat landscape, delivering comprehensive security updates across the full range of Fortinet's solutions. Comprised of security threat researchers, engineers, and forensic specialists, the team collaborates with the world's leading threat monitoring organizations and other network and security vendors, as well as law enforcement agencies.



### FortiCare™ Support Services

Our FortiCare customer support team provides global technical support for all Fortinet products. With support staff in the Americas, Europe, Middle East, and Asia, FortiCare offers services to meet the needs of enterprises of all sizes.



For more information, please refer to [forti.net/fortiguard](https://forti.net/fortiguard) and [forti.net/forticare](https://forti.net/forticare)

# Specifications

	FG-3300E	FG-3301E
<b>Interfaces and Modules</b>		
40 GE QSFP+ Slots		4
25 GE SFP28 / 10 GE SFP+ HA Slots		2
25 GE SFP28 / 10 GE SFP+ Slots		14
10 GE RJ45 Ports		4
GE RJ45 Ports		12
GE RJ45 Management/HA Ports		2
USB Ports (Client / Server)		1 / 1
Console Port		1
Internal Storage	NIL	2x 1 TB SSD
Included Transceivers		2x SFP+ (SR 10 GE)
<b>System Performance — Enterprise Traffic Mix</b>		
IPS Throughput <sup>2</sup>		27 Gbps
NGFW Throughput <sup>2,4</sup>		23 Gbps
Threat Protection Throughput <sup>2,5</sup>		17 Gbps
<b>System Performance and Capacity</b>		
Firewall Throughput (1518 / 512 / 64 byte, UDP)		160 / 158 / 100 Gbps
IPv6 Firewall Throughput (1518 / 512 / 86 byte, UDP)		160 / 158 / 100 Gbps
Firewall Latency (64 byte, UDP)		4 µs
Firewall Throughput (Packet per Second)		150 Mpps
Concurrent Sessions (TCP)		50 Million
New Sessions/Second (TCP)		460,000
Firewall Policies		200,000
IPsec VPN Throughput (512 byte) <sup>1</sup>		98 Gbps
Gateway-to-Gateway IPsec VPN Tunnels		40,000
Client-to-Gateway IPsec VPN Tunnels		200,000
SSL-VPN Throughput		10 Gbps
Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode)		30,000
SSL Inspection Throughput (IPS, avg. HTTPS) <sup>3</sup>		21 Gbps
SSL Inspection CPS (IPS, avg. HTTPS) <sup>3</sup>		11,000
SSL Inspection Concurrent Session (IPS, avg. HTTPS) <sup>3</sup>		4 Million
Application Control Throughput (HTTP 64K) <sup>2</sup>		70 Gbps
CAPWAP Throughput (HTTP 64K)		55 Gbps
Virtual Domains (Default / Maximum)		10 / 500
Maximum Number of FortiSwitches Supported		256
Maximum Number of FortiAPs (Total / Tunnel Mode)		4,096 / 1,024
Maximum Number of FortiTokens		20,000
Maximum Number of Registered FortiClients		50,000
High Availability Configurations	Active / Active, Active / Passive, Clustering	

	FG-3300E	FG-3301E
Dimensions and Power		
Height x Width x Length (inches)	3.5 x 17.44 x 21.89	
Height x Width x Length (mm)	88.9 x 443 x 556	
Weight	42.9 lbs (19.5 kg)	44.3 lbs (20.1 kg)
Form Factor	2 RU	
AC Power Supply	100–240V AC, 60–50 Hz	
Power Consumption (Average / Maximum)	492 W / 610 W	496 W / 617 W
Maximum Current	12@100V, 9A@240V	
Heat Dissipation	2097 BTU/h	2105 BTU/h
Redundant Power Supplies	Yes, Hot Swappable	
Operating Environment and Certifications		
Operating Temperature	32–104°F (0–40°C)	
Storage Temperature	-31–158°F (-35–70°C)	
Humidity	10–90% non-condensing	
Noise Level	70 dBA	
Operating Altitude	Up to 7,400 ft (2,250 m)	
Compliance	FCC Part 15 Class A, C-Tick, VCCI, CE, UL/cUL, CB	
Certifications	ICSA Labs: Firewall, IPsec, IPS, Antivirus, SSL-VPN; USGv6/IPv6	

Note: All performance values are "up to" and vary depending on system configuration.

1. IPsec VPN performance test uses AES256-SHA256.

2. IPS (Enterprise Mix), Application Control, NGFW and Threat Protection are measured with Logging enabled.

3. SSL Inspection performance values use an average of HTTPS sessions of different cipher suites.

4. NGFW performance is measured with Firewall, IPS and Application Control enabled.

5. Threat Protection performance is measured with Firewall, IPS, Application Control and Malware Protection enabled.



## Order Information

Product	SKU	Description
FortiGate 3300E	FG-3300E	4x 40 GE QSFP+ slots, 16x 25 GE SFP28 slots (including 14x ports, 2x HA ports), 14x GE RJ45 ports (including 12x ports, 2x management ports), 4x 10GBase-T ports, SPU NP6 and CP9 hardware accelerated, and dual AC power supplies.
FortiGate 3301E	FG-3301E	4x 40 GE QSFP+ slots, 16x 25 GE SFP28 slots (including 14x ports, 2x HA ports), 14x GE RJ45 ports (including 12x ports, 2x management ports), 4x 10GBase-T ports, SPU NP6 and CP9 hardware accelerated, and dual AC power supplies, with 2x 1 TB SSD onboard storage.
Optional Accessories		
Rack Mount Sliding Rails	SP-FG3040B-RAIL	Rack mount sliding rails for FG-1000C/-DC, FG-1200D, FG-1500D/DC, FG-3040B/-DC, FG-3140B/-DC, FG-3240C/-DC, FG-3000D/-DC, FG-3100D/-DC, FG-3200D/-DC, FG-3400/3401E, FG-3600/3601E, FG-3700D/-DC, FG-3700DX, FG-3810D/-DC and FG-3950B/-DC.
AC power supply	SP-FG3800D-PS	AC power supply for FG-2200/2201E, FG-3300/3301E, FG-3400/3401E, FG-3600/3601E, FG-3700D, FG-3700D-NEBS, FG-3700DX, FG-3810D and FG-3815D.
40 GE QSFP+ Transceiver Module, Short Range	FG-TRAN-QSFP+SR	40 GE QSFP+ transceiver module, short range for all systems with QSFP+ slots.
40 GE QSFP+ Transceiver Module, Short Range BiDi	FG-TRAN-QSFP+SR-BIDI	40 GE QSFP+ transceiver module, short range BiDi for all systems with QSFP+ slots.
40 GE QSFP+ Transceiver Module, Long Range	FG-TRAN-QSFP+LR	40 GE QSFP+ transceiver module, long range for all systems with QSFP+ slots.
10 GE SFP+ Transceiver Module, Short Range	FG-TRAN-SFP+SR	10 GE SFP+ transceiver module, short range for all systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Transceiver Module, Long Range	FG-TRAN-SFP+LR	10 GE SFP+ transceiver module, long range for all systems with SFP+ and SFP/SFP+ slots.
10 GE SFP+ Active Direct Attach Cable, 10m / 32.8 ft	SP-CABLE-ADASFP+	10 GE SFP+ active direct attach cable, 10m / 32.8 ft for all systems with SFP+ and SFP/SFP+ slots.
25 GE / 10 GE Dual Rate SFP28 Transceiver Module, Short Range	FG-TRAN-SFP28-SR	25 GE / 10 GE dual rate SFP28 transceiver module, short range for all systems with SFP28/SFP+ slots.
25 GE SFP28 Transceiver Module, Long Range	FG-TRAN-SFP28-LR	25 GE SFP28 transceiver module, long range for all systems with SFP28 slots.
40 GE QSFP+ to 4x 10GE SFP+ Optical Breakout	FG-TRAN-QSFP+4XSFP	40GE QSFP+ Parallel Breakout Active Optical Cable with 1m length for all systems with QSFP+ slots.
QSFP+ to 4xSFP+ Optical breakout 5m	FG-TRAN-QSFP+4SFP-5	40G QSFP+ Parallel Breakout MPO to 4xLC connectors, 5m reach, transceivers not included.

## Bundles



### FortiGuard Bundle

FortiGuard Labs delivers a number of security intelligence services to augment the FortiGate firewall platform. You can easily optimize the protection capabilities of your FortiGate with one of these FortiGuard Bundles.

Bundles	360 Protection	Enterprise Protection	UTM	Threat Protection
FortiCare	ASE <sup>1</sup>	24x7	24x7	24x7
FortiGuard App Control Service	•	•	•	•
FortiGuard IPS Service	•	•	•	•
FortiGuard Advanced Malware Protection (AMP) — Antivirus, Mobile Malware, Botnet, CDR, Virus Outbreak Protection and FortiSandbox Cloud Service	•	•	•	•
FortiGuard Web Filtering Service	•	•	•	
FortiGuard Antispam Service	•	•	•	
FortiGuard Security Rating Service	•	•		
FortiGuard Industrial Service	•	•		
FortiCASB SaaS-only Service	•	•		
FortiConverter Service	•			
SD-WAN Cloud Assisted Monitoring <sup>2</sup>	•			
SD-WAN Overlay Controller VPN Service <sup>2</sup>	•			
FortiAnalyzer Cloud <sup>2</sup>	•			
FortiManager Cloud <sup>2</sup>	•			

1. 24x7 plus Advanced Services Ticket Handling 2. Available when running FortiOS 6.2



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