



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

# Request for Quotation

RFQ NUMBER
LAN10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

VENDOR

\*B22112218 01 304-736-2800  
 EBRIDGE CONSULTING LLC  
 586 TALLWOOD ROAD  
 HUNTINGTON WV 25705  
 304-736-2800

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR STATEWIDE CONTRACT(S) FOR LOCAL AREA NETWORK SOFTWARE HARDWARE AND SERVICE.						
***** INQUIRIES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, NOVEMBER 9, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304.558.4115 EMAIL: JO.A.ADKINS@WV.GOV						
0001	1	EA		205-43		
LOCAL AREA NETWORK HARDWARE, SOFTWARE AND SERVICE						

RECEIVED  
 2010 NOV 16 PM 12:43  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>AMS</i>	TELEPHONE 304-736-2800	DATE 11-15-10
TITLE Bus. Dev.	FEIN 75-2879412	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

\*B22112218 01 304-736-2800  
 EBRIDGE CONSULTING LLC  
 586 TALLWOOD ROAD  
 HUNTINGTON WV 25705

SHIP TO

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BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JO ANN ADKINS  
 304-558-8802

H O U S I N G

\*B22112218 01 304-736-2800  
 EBRIDGE CONSULTING LLC  
 586 TALLWOOD ROAD  
 HUNTINGTON WV 25705

S H I P T O

ALL STATE AGENCIES  
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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">BUYER:</td> <td style="width: 50%;">FILE 42</td> </tr> <tr> <td>RFQ. NO.:</td> <td>LAN10</td> </tr> <tr> <td>BID OPENING DATE:</td> <td>11/18/2010</td> </tr> <tr> <td>BID OPENING TIME:</td> <td>1:30 PM</td> </tr> </table>							BUYER:	FILE 42	RFQ. NO.:	LAN10	BID OPENING DATE:	11/18/2010	BID OPENING TIME:	1:30 PM
BUYER:	FILE 42													
RFQ. NO.:	LAN10													
BID OPENING DATE:	11/18/2010													
BID OPENING TIME:	1:30 PM													

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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 Department of Administration  
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 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 LAN10

PAGE  
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JO ANN ADKINS  
 304-558-8802

PROPERTY

\*B22112218 01 304-736-2800  
 EBRIDGE CONSULTING LLC  
 586 TALLWOOD ROAD  
 HUNTINGTON WV 25705

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ALL STATE AGENCIES  
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;">-----            304-736-2488            -----</p> CONTACT PERSON (PLEASE PRINT CLEARLY): <p style="text-align: center;">-----            RYAN BLAKE            -----</p>						
***** THIS IS THE END OF RFQ LAN10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE


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

**Response to Request for Proposal  
LAN10**



eBRIDGE Consulting, LLC  
586 Tailwood Rd  
Huntington, WV 25705  
304-736-2800

Ryan Blake  
304-395-4322 cell  
November 15, 2010

  
Signature

11-15-2010  
Date

## **2.2 Enterasys Equipment**

- 2.2.1 EBridge Consulting has read, understood and complies.
- 2.2.2 EBridge Consulting has read, understood and complies.  
Please see the Letter of Authorization attached separately.
- 2.2.3 EBridge Consulting has read, understood and complies.  
Please see the Letter of Authorization attached separately.
- 2.2.4 EBridge Consulting has read, understood and complies.
- 2.2.5 EBridge Consulting has read, understood and complies.
- 2.2.6 EBridge Consulting has read, understood and complies.
- 2.2.7 EBridge Consulting has read, understood and complies.
- 2.2.8 EBridge Consulting has read, understood and complies.

All escalation will commence by contacting Enterasys Networks' Global Technical Assistance Center (GTAC) for direct, high-touch access to GTAC personnel. Through our Automated Call Distribution (ACD) system, the customer or partner is connected directly to GTAC Engineers and Technical Teams who are responsible for supporting specific product lines 24x7x365.

The State of West Virginia and its State and Local agencies will use the (800) 872 – 8440 or (978) 684-1000 support number for escalation.

### Escalation Procedure

Enterasys offers priority setting of problems and escalation management to customers with current service contracts. This ensures that the appropriate resources within Enterasys Networks are utilized to resolve outstanding technical problems as efficiently as possible.

### Priority Management

When you contact Enterasys Global Technical Assistance Center (GTAC), a technical support engineer will work with you to assign a mutually agreeable priority level to your problem that will be reflected in the support case opened on your behalf.

The support case priority levels and definitions are as follows:



## C1

Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available.

- Phone Support Technician notifies Technical Support Engineer immediately
- Technical Support Engineer engaged on call after 2 hours
- Development Engineering engaged after 4 hours until resolutions or workaround provided.
- Generally Available firmware provided within 90 days.

## C2

Customer's network is experiencing intermittent failure or degradation of network or management application.

- Phone Support Technician notifies Technical Support Engineer after 1 day
- Technical Support Engineer engaged after 3 days
- Development Engineering engaged after 8 days.
- Workaround or internal code provided within 14 days.
- Generally Available firmware provided within 90 days.

## C3

Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.

- Phone Support Technician notifies Technical Support Engineer after 3 days
- Technical Support Engineer engaged after 8 days
- Development Engineering engaged after 15 days.
- Workaround or internal code provided within 30 days.
- Generally Available firmware provided within 90 days.

## Escalation Management Response Times

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframe's are measured on a 24x7x365 basis

## Telephone Contact

Enterasys offers telephone support in many languages, 24 hours a day, 365 days a year. Service Contract customers are provided with toll-free contact telephone

numbers in their contract information package. Non-contract customers will be provided service on a fee-per-incident basis, when calling one of our local contact numbers. For a complete list of local contact numbers and regional-specific information, click on your region on the map below.

Should you be interested in learning more about contracted services, under the Enterasys Services portfolio, please visit <http://www.enterasys.com/services/>, and/or contact your local Enterasys sales representative for more information.

#### Field Service

The Enterasys Global Technical Assistance Center (GTAC) is the primary point of contact for scheduling field service. Once an Enterasys GTAC Engineer determines that field service is necessary, a Field Engineer will be dispatched in accordance with the level of service purchased by the customer. Please note that, depending on level of contract or non-contract service, the field service call may be billable.

- 2.2.9 EBridge Consulting has read, understood and complies.  
Please see the Letter of Authorization attached separately.

### 2.3 Experience and Reference Requirements

- 2.3.1 EBridge Consulting has read, understood and complies.

#### **Introduction:**

**eBridge Consulting (eBC)** is a technology/management company with two operating units (**SIBRIDGE** and **BRIDGE IT**), each with a unique focus on the full spectrum of services necessary to win in today's economy. In short, eBC is a Business and Technology Integration firm comprised of world-class people, processes, tools and methods.

#### **Who we are:**

eBC is a tightly held LLC formed in the State of Texas. eBC is based out of the Dallas-Fort Worth Metroplex. SIBRIDGE has offices in Grapevine TX and Tampa, FL. and provides nationwide service to medium to large clients. Bridge IT is headquartered in Barboursville WV and primarily services small to medium size clients in WV and surrounding states.

#### **Where we come from:**

eBC was founded by a team of professionals sharing a common basis: established, successful careers in various business verticals leveraging Technology to solve problems. The founder (Bill Varney) was born and raised in Huntington WV, graduated from Huntington East High School in 1978 and Marshall University

(B.B.A.) in 1985. He brings a passion for a broad base of the Business and Information Technology domains.

**How we are different:**

We are unlike traditional consulting firms who focus' mainly on strategy, or systems integration companies who focus' primarily on technology, or the post internet-bust consulting firms who focus' solely on survival; eBC's focus is helping the client win, and that requires the capability to bridge strategy to implementation, via an integrated, holistic approach. We understand implementation is the hard part and that 'strategic' and 'practical' are not mutually exclusive. Because we often share the risk with our clients, we offer practical approaches to solve complex problems. We understand how success is measured. We understand 'the bottom line' realities of this economy. We form lasting partnerships.

2.3.2 EBridge Consulting has read, understood and complies.

eBridge references include the following:

1. Phala Sigman  
Manager  
SC Employees Federal Credit Union  
515 Third Avenue  
Suite 200  
South Charleston, WV 25303  
304-720-5600
2. L. Allen Burner  
CEO  
Louisa Community Bank  
4393 Highway 2565  
Food City Plaza  
Louisa, KY 41230  
606-638-0007
3. Jeff Brooks  
CEO  
Physicians Choice  
4003 Outlook Dr  
Hurricane, WV 25526  
304-757-4880

## **2.4 Support Requirements**

2.4.1 EBridge Consulting has read, understood and complies.

Enterasys Networks' Global Technical Assistance Center (GTAC) provides customers and partners with direct, high-touch access to GTAC personnel, as opposed to a one-hour call back, or call-coordinator strategy used by many other vendors in the networking marketplace. Through our Automated Call Distribution (ACD) system, the customer or partner is connected directly to GTAC Engineers and Technical Teams who are responsible for supporting specific product lines 24x7x365.

The State of West Virginia and its State and Local agencies will use the (800) 872 – 8440 or (978) 684-1000 support number(s) for escalation.

## **2.5 Warranty Requirements**

2.5.1 EBridge Consulting has read, understood and complies.

All warranty-related work will be performed by an authorized Enterasys certified technician. Enterasys will provide a copy of certifications to the State of West Virginia upon request.

2.5.2 EBridge Consulting has read, understood and complies.

2.5.3 EBridge Consulting has read, understood and complies.

2.5.4 EBridge Consulting has read, understood and complies.

2.5.5 EBridge Consulting has read, understood and complies.

2.5.6 EBridge Consulting has read, understood and complies.

Enterasys will recommend an appropriate level of onsite warranty via our SupportNet Onsite Premium maintenance program, which will entitle an agency to receive priority access to an Enterasys onsite engineer and new part within 2-hour or 4-hour, around-the-clock.

2.5.7 EBridge Consulting has read, understood and complies.

Enterasys will propose as part of the initial bid specification an appropriate level of maintenance, to extend the base warranty, to ensure that any faulty parts are repaired within the four hour timeframe.

2.5.8 EBridge Consulting has read, understood and complies.

Enterasys' Priority and Escalation Management procedures must be followed with any Agency to determine the proper course of action.

2.5.9 EBridge Consulting has read, understood and complies.

2.5.10 EBridge Consulting has read, understood and complies.



November 13<sup>th</sup> 2010

eBridge Consulting  
6351 Route 60 E  
Suite 3  
Barboursville, WV 25504

To Whom It May Concern;

eBridge Consulting is authorized to sell Enterasys Networks hardware and software portfolio to any State and Local agency within the State of West Virginia.

Enterasys Networks, Inc. is the Network Infrastructure and Security Division of Siemens Enterprise Communications GmbH & Co KG.

Please accept this as a fully executed Letter of Authorization for your purposes.

Regards,

A handwritten signature in black ink, appearing to read 'Richard Barlow'.

Richard Barlow

Channel Operations Manager

Enterasys Networks

Contact Us

For more information, call Enterasys Networks toll free at 1-877-801-7082, or +1-978-684-1000 and visit us on the Web at [enterasys.com](http://enterasys.com)



November 13<sup>th</sup> 2010

eBridge Consulting  
6351 Route 60 E  
Suite 3  
Barboursville, WV 25504

To Whom It May Concern;

eBridge Consulting is authorized to sell Enterasys Networks maintenance, services and professional services portfolio to any State and Local agency within the State of West Virginia.

Enterasys Networks, Inc. is the Network Infrastructure and Security Division of Siemens Enterprise Communications GmbH & Co KG.

Please accept this as a fully executed Letter of Authorization for your purposes.

Regards,

A handwritten signature in black ink, appearing to read 'Richard Barlow'. The signature is stylized and cursive.

Richard Barlow

Channel Operations Manager

Enterasys Networks

Contact Us

For more information, call Enterasys Networks toll free at 1-877-801-7082, or +1-978-684-1000 and visit us on the Web at [enterasys.com](http://enterasys.com)



## Enterasys Networks

**You've made the technology investment. Now how are you going to protect it?**

With a selection of maintenance programs designed to meet your unique business needs, Enterasys is here to help. The right level of support means a more efficient network which means enhanced business performance through improved network reliability, increased productivity, and the fast deployment of new technologies. Our telephone, web-based, and on-site services deliver timely responses your business demands – helping you to reduce costs and improve uptime.

Staffed by skilled agents with an average of 10+ years of experience providing unmatched support, our Global Technical Assistance Center (GTAC) has got you covered. You will benefit from the knowledge and skills of our talented technical staff without having to invest in new personnel. More than 1,000 field support agents are available for on-site service and we have more than 70 part-stocking locations around the globe to ensure we are there with the right parts for your network as quickly as possible.

With Enterasys Maintenance Services, you're covered with:

- **24 x 7 telephone support:** Access our support call center at any hour, in any time zone via our toll-free technical support hotline
- **Firmware updates and upgrades:** Receive priority access to valuable firmware updates that can be downloaded from our website
- **Web support:** Take advantage of 24 x 7 web support for answers to common questions and technical documentation through our searchable online knowledgebase
- **Replacement parts:** Receive replacement products according to your selected response time – next business day, two- and four-hour response options
- **On-site response:** An Enterasys-certified on-site expert will help you diagnose network faults, manage on-site logistics, and serve as a liaison with product engineers for problem escalation when necessary – available in next business day, two- and four-hour response options



Product Family	Total Hardware Warranty Duration
<b>A, B, C, D, G-Series</b>	Lifetime <sup>1</sup>
<b>IPS/SIEM, NAC, and NMS (NetSight) Appliances</b>	One (1) Year
<b>Enterasys Wireless Controllers, Accessories, Standalone and Outdoor Access Points</b> - AP2630, AP2640, AP3630, AP3640 – Standalone APs - AP2650, AP2660 – Outdoor APs.  <b>All outdoor NEMA-based solutions, including associated indoor AP, enclosure, connectors, cables, mounting brackets and power supplies.</b>	One (1) Year
<b>Enterasys Wireless Indoor Access Point Models (fit mode) AP2605, AP2610, AP2620, AP3605, AP3610, AP3620</b>	Sold before 6/1/2009: 1 Year Sold after 6/1/2009: Lifetime <sup>1</sup>
<b>I-Series</b>	Five (5) Years
<b>N, S, X-Series, Common Uplinks</b>	One (1) Year
<b>RoamAbout (R2 Only)</b>	Three (3) Years
<b>RoamAbout (Other than R2)</b>	One (1) Year
<b>Vertical Horizon (V2 Series)</b>	Sold before 1/1/2005: 1 Year Sold after 1/1/2005: 3 Years
<b>Notes:</b>	
<sup>1</sup> Lifetime is defined as End of Sale plus 5 years.	

Service and response description:

- **SupportNet**—The cornerstone offering of the portfolio features the core technical services required to support all your hardware products effectively. Services include telephone and web support, firmware upgrades, and next-business-day parts delivery.
- **SupportNet Premium**—Building on the comprehensive support offered with SupportNet, SupportNet Premium provides faster response options for replacement parts: 2-hour or 4-hour around-the-clock delivery.
- **SupportNet Onsite**—If you don't have the in-house resources to match your maintenance requirements, SupportNet Onsite brings Enterasys-certified engineers to your site, in addition to providing the other services included in SupportNet.
- **SupportNet Onsite Premium**—Delivering the same comprehensive level of engineering expertise to your premises as SupportNet Onsite, SupportNet Onsite Premium offers faster response options: 2-hour or 4-hour around-the-clock delivery.
- **SupportNet Software Application Service**—Maintain the best performance from your Enterasys software, such as NetSight® management, Dragon® intrusion and network defense, and Enterasys NAC™ proactive protection solution. Includes all maintenance releases plus minor and major product upgrades, 24x7 technical phone support, and web access to the latest technical information.

- **SupportNet Technical Access**—Recommended for customers who already have ample on-site technical resources, including staff and replacement inventory, this level of service provides telephone and web support, return-to-factory repair service, and firmware upgrades.

Below is our escalation procedure that details how warranty service will be provided and how we meet our response Service level commitments:

#### GTAC Priority and Escalation Management

Enterasys offers priority setting of problems and escalation management to customers with current service contracts. This ensures that the appropriate resources within Enterasys Networks are utilized to resolve outstanding technical problems as efficiently as possible. Outlined below are case severity definitions and escalation guidelines. These are to be used as guidelines only and are subject to change.

#### Priority Management

When you contact Enterasys Global Technical Assistance Center (GTAC), a technical support engineer will work with you to assign a mutually agreeable priority level to your problem that will be reflected in the support case opened on your behalf. Timelines listed below are measured in business days.

*The support case priority levels and definitions are as follows:*

#### Case Priority 1 (P1)

Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available.

- Phone Support Technician notifies Technical Support Engineer immediately
- Technical Support Engineer engaged on call after 2 hours
- Development Engineering engaged after 4 hours until resolutions or workaround provided.
- Generally Available firmware provided within 90 calendar days.

#### P2

Customer's network is experiencing intermittent failure or degradation of network or management application.

- Phone Support Technician notifies Technical Support Engineer after 1 day
- Technical Support Engineer engaged after 5 days
- Development Engineering engaged after 8 days.
- Workaround or internal code provided within 15 days.
- Generally Available firmware provided within 90 calendar days.

P3

Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.

- Phone Support Technician notifies Technical Support Engineer after 3 days
- Technical Support Engineer engaged after 10 days
- Development Engineering engaged after 15 days.
- Workaround or internal code provided within 30 days.
- Generally Available firmware provided within 90 calendar days.

Escalation Management Response Times

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the case. Escalation timeframe's are measured on a 24x7x365 basis.



Richard Barlow

Channel Operations Manager

Enterasys Networks

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: RYAN BLAKE - eBridge Consulting Signed: [Signature]

Date: 11-15-10 Title: BUSINESS DEVELOPMENT

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: e Bridge Consulting

Authorized Signature: [Signature] Date: 11-15-10

State of West VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 15 day of Nov, 2010

My Commission expires 9/28/17, 20    .

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]

