



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

*709040115 01 304-768-3600
 SESCO ELECTRONICS DIV STATE EL
 405 12TH STREET
 DUNBAR WV 25064

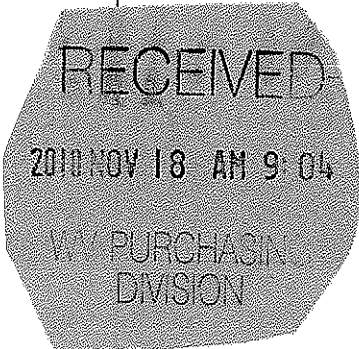
SHIP TO

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						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>James Stewart</i>	TELEPHONE 304-768-3600	DATE 11-17-2010
TITLE Outside Sales	FEIN 55-038-4235-001	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 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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<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>						

IMMEDIATE DELIVERY SERVICE REQUIRED - SPECIAL CONDITIONS FORESEEN	
SIGNATURE <i>James Stewart</i>	TELEPHONE 304-768-3600
TITLE Outside Sales	DATE 11-17-2010
FEIN 55-038-4235-001	ADDRESS CHANGES TO BE NOTED ABOVE

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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

SIGNATURE <i>James Stewart</i>	TELEPHONE 304-768-3600	DATE 11-17-2010
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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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: LAN10</p> <p>BID OPENING DATE: 11/18/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James Stewart* TELEPHONE: 304-768-3600 DATE: 11-17-2010

TITLE: Outside Sales FEIN: 55-038-4235-001 ADDRESS CHANGES TO BE NOTED ABOVE

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

PROPERTY

*709040115 01 304-768-3600
 SESCO ELECTRONICS DIV STATE EL
 405 12TH STREET
 DUNBAR WV 25064

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 768-3698 CONTACT PERSON (PLEASE PRINT CLEARLY): James Stewart ***** THIS IS THE END OF RFQ LAN10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>James Stewart</i>	TELEPHONE: 304-768-3600	DATE: 11-17-2010
TITLE: Outside Sales	FEIN: 55-038-4235-001	ADDRESS CHANGES TO BE NOTED ABOVE

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November 13th 2010

SESCO DataComm
405 12th Street
Dunbar, WV 25064

To Whom It May Concern;

SESCO DataComm 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'. 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



November 13th 2010

SESCO DataComm
405 12th Street
Dunbar, WV 25064

To Whom It May Concern;

SESCO DataComm 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,

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Richard Barlow

Channel Operations Manager

Enterasys Networks

Contact Us

For more information, call Enterasys Networks toll free at 1-877-801-7002, or +1-978-684-1000 and visit us on the Web at 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
A, B, C, D, G-Series	Lifetime ¹
IPS/SIEM, NAC, and NMS (NetSight) Appliances	One (1) Year
Enterasys Wireless Controllers, Accessories, Standalone and Outdoor Access Points - AP2630, AP2640, AP3630, AP3640 – Standalone APs - AP2650, AP2660 – Outdoor APs. All outdoor NEMA-based solutions, including associated indoor AP, enclosure, connectors, cables, mounting brackets and power supplies.	One (1) Year
Enterasys Wireless Indoor Access Point Models (fit mode) AP2605, AP2610, AP2620, AP3605, AP3610, AP3620	Sold before 6/1/2009: 1 Year Sold after 6/1/2009: Lifetime ¹
I-Series	Five (5) Years
N, S, X-Series, Common Uplinks	One (1) Year
RoamAbout (R2 Only)	Three (3) Years
RoamAbout (Other than R2)	One (1) Year
Vertical Horizon (V2 Series)	Sold before 1/1/2005: 1 Year Sold after 1/1/2005: 3 Years
Notes:	
¹ 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.

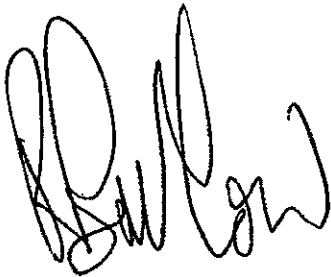
P3

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.

A handwritten signature in black ink, appearing to read 'Richard Barlow', with a stylized, cursive script.

Richard Barlow

Channel Operations Manager

Enterasys Networks



Customer References

- 1) Paul Bump
IT Administrator
Harrison County 911 Center
420 Buckhannon Pike
Nutter Fort, WV 26301
(304)623-6559
pbump@harrco911.org

- 2) Chad Goff
Network Administrator
Petroleum Development
103 East Main Street
Bridgeport, WV 26330
(304)842-3597
cgoff@petd.com

- 3) Tom Taylor
IT Administrator
Marion County Commission
200 Jackson Street #4
Fairmont, WV 26554
(304)612-6290
ttaylor@marioncountywv.com