

STATE OF WV RFP  
CELLPHON07 ~ 7-24-07

Prepared by:  
**CELLULARONE**<sup>®</sup>  
by Highland Cellular

CellularOne by Highland Cellular  
Revised 7/10/2006

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**REQUEST FOR PROPOSAL**

Office of Technology

**CELPHON07*****Cellular One by Highland Cellular - Bid Response***

7-24-07

**PART 3****PROCUREMENT SPECIFICATIONS****3.1 COVERAGE**

3.1.1 Vendor(s) coverage should include a large proportion (if not all) of the State. Coverage maps must be included in vendor(s) response. Maps shall show current coverage areas and locations where service does not exist (dead zones). Maps must be clear and concise and should show county borders (WV and surrounding states) and interstate highways. If the Vendor is partnering, maps for all partners must be provided as well. Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFP. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Vendor(s) must identify in their response the locations within West Virginia's "home area" where they can provide analog and/or digital voice service. Vendor(s) must also identify locations where they can provide data service. Vendor must submit separate maps indicating voice and data service.

**NOW READS:**

3.1.1 Vendor(s) coverage should include a large proportion (if not all) of the State. Coverage maps must be included in vendor(s) response. Maps shall show current coverage areas and locations where service does not exist (dead zones). Maps must be clear and concise and should show county borders (WV and surrounding states) and interstate highways. If the Vendor is partnering, maps for all partners must be provided as well. Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFP. "Roaming

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charges/long distance” will apply only when the user is outside of the “home area/local call footprint”. Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States. Vendor(s) must identify in their response the locations within West Virginia’s “home area” where they can provide analog and/or digital voice service. Vendor(s) must also identify locations where they can provide data service. Vendor must submit separate maps indicating voice and data service.

See Attachments section for Home Area Map. We understand that the state may request a meeting where we will provide a more detailed presentation of cellular coverage by signal strength. We are able to respond to this request with an appropriate notice period. Technical personel from CellularOne/Highland Cellular will need to be scheduled to meet this request.

Cellular One is licensed to provide cellular service in the following counties: Mercer, Monroe, McDowell, Fayette, Greenbrier, Raleigh, Summers & Wyoming.

3.1.2 Vendor(s) shall submit the cities or towns, including area code and exchange, along with the NPA-NNX, within West Virginia’s entire “home area” for which they can provide local telephone numbers.

See Attachment section for Digital/Analog Maps We understand that the state may request a meeting where we will provide a more detailed presentation of cellular coverage by signal strength. We are able to respond to this request with an appropriate notice period. Technical personel from CellularOne/Highland Cellular will need to be scheduled to meet this request.

See attachment for NPA-NXX lists

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3.1.3 Vendor(s) must provide three (3) activated, "basic" cell phones and three (3) activated air cards that would be provided to the State under this contract. These phones and cards will be used for statewide testing and verification of coverage as represented in the maps included in 3.1.1. These phones will also be used to test the ease of use of the features requested in 3.2 and 3.3. The requested phones and air cards must be provided to the Office of Technology within 24 hours of request.

Technical personnel from CellularOne/Highland Cellular will provide up to three (3) activated, "basic" cell phones and three (3) activated air cards that will be provided to the State for the sole and specific purpose of testing and verification of coverage as presented in the coverage maps provided. These phones and air cards will be provided as "test units" and will be "memo billed" to the Office of Technology. These units and the associated airtime will be provided on a complimentary no charge basis for a 30-day time period. Items returned in a new operating condition and void of physical abuse and (or) water damage will incur no costs to the State of WV. Items not returned within the agreed time period or damaged will be charge to the State of WV per the details in this paragraph and at the carrier's replacement costs at that time.

## **FUNCTIONAL SPECIFICATIONS/REQUIREMENTS**

### **3.2 VOICE – MANDATORY FEATURES**

**Note:** Miscellaneous costs requested in this section shall be included in the cost portion of the RFP. Do not list any price/costs in the technical portion of the RFP.

3.2.1 All state entities that utilize the services resulting from this RFP shall receive a basic cellular telephone, at no charge to the State.

#### **Basic Phone - 6010 Nokia**

The basic cellular telephone provided to the state will be the **Nokia 6010**, given that the proper state authorities have signed an acceptable service agreement.

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Phone Features:

- Voice
  - 1 touch dialing and voice dialing for easy communication*
  - Simple menu structure*
- Mobile Messaging
  - Email, text and picture messages*
  - Predictive text input*
- Connectivity
  - High-speed data transmission via GPRS 15*
  - Mobile Internet 1,2,12*
  - TTY/TDD (Telecommunication Device for the Deaf) compatibility with phone adapter (sold separately) 6*
- Organization
  - Phone book with up to 500 contacts, with up to 5 numbers and 3 text entries per contact*
  - Calendar with up to 500 entries †*
  - To-do list with up to 30 entries †*
  - Alarm clock with snooze (stays activated even when phone is turned off.)*
- Specifications
  - Weight: 3.76 ounces*
  - 4.64 inches long x 1.95 inches wide x 0.87 inch thick*
  - Large color display with bright blue backlit screen: 96 x 65 pixels, up to 4,096 colors*
  - Internal antenna and vibrating alert*
  - Large, high-resolution color display*
  - Local language support (English, French, Spanish)*
- Service
  - GSM/GPRS 850/1900 MHz*
- 6010 Battery Life

*Extended Li-Ion Battery 1000 mAh*

*-- Digital Talk Time up to 5.5 hours\**

*-- Digital Standby Time up to 10 days\**

Further information for the Nokia 6010 can be found on the Internet at the following URL: <http://www.nokiausa.com/phones/6010>

3.2.2 Where possible, vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned telephone compatible with their system. The vendor(s) must provide this programming at no additional cost. If state-owned equipment cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a basic cellular telephone at no additional charge to the State, or replacement data device at a minimal charge.

CellularOne by Highland Cellular can reprogram Handsets as long as they are compatible with the Nortel system and our system requirements (Analog, TDMA, or Unlocked GSM 850.) and are not locked by the carrier that supplied that product.

3.2.2 All equipment provided under the terms of this agreement, shall be new. No used or refurbished equipment will be accepted.

CellularOne by Highland Cellular states that under the terms of the proposed agreement, only new handsets will be provided to state employees. No used or refurbished equipment will be provided for purposes of activations.

3.2.3 Basic cellular telephones must include the handset, battery, A/C Charger and D/C power cord, and user's manual.

All items referenced in this section will come as standard with the phone: This includes an A/C Charger, DC Cord, Handset, Battery, and Manual

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- 3.2.5 Vendor(s) shall offer the following features as the basic service:
- a. Call Forwarding
  - b. Call Waiting
  - c. Three-Way Calling
  - d. Mobile to Mobile calling
  - e. Voice Mail
  - f. Statewide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states.
  - g. Caller ID
  - h. Hands-free capability
  - i. Free Nights (beginning 9:00 p.m. M-Th) and Weekends (beginning 9:00 p.m. Fridays) within the continental United States.

Optional pricing for Nights and Weekends which begins prior to 9:00 p.m. should be detailed in the vendor's optional costs section, and include the actual start time (e.g. 7:00 p.m.) and what additional cost, if any, would be incurred through the inclusion of this option in the State's plan(s).

The following features will be offered as part of the basic service by Cellular One by Highland Cellular in our Home coverage area.

- A. Call Forwarding
- B. Call Waiting
- C. Three-Way Calling
- D. Mobile to Mobile Calling
- E. Voice Mail
- F. Caller ID
- G. Hands Free Capability
- H. Free Nights and Weekends starting at 9:00pm

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Statewide roaming service will not be provided as part of the basic service. Cellular One by Highland Cellular does not own licenses throughout the entire state, and therefore would be unable to provide this service at no additional cost. See our licensed coverage area attached to this package. (Home Area Map 3.1.1)

3.2.6 Certain state entities may require the use of a camera phone. Responding vendor(s) shall include optional pricing for such a unit, as well as the pricing for transmission of individual photos with their proposal. The actual cost must be detailed in the cost portion of the proposal.

As of November 1, 2005 Cellular One by Highland Cellular has implemented the wireless Amber Alert system endorsed by the CTIA and the National Center for Missing and Exploited Children.

The web site used to subscribe to Amber Alerts for a certain geographic area is:

<https://www.wirelessameralerts.org>

Subscriptions to Amber Alerts will be provided to the state as a basic service and no additional charge will be incurred.

3.2.7 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

The Wireless Priority Service capability is not currently incorporated in the Cellular One by Highland Cellular switch. Implementation of the WPS capability is pending a future Nortel switch upgrade package scheduled for a future release. Details can be provided as to the release dates and projected implementation as that information becomes available.

3.2.8 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

#### Handset Replacement Process

Should Cellular One by Highland Cellular intend to make any changes to the types or models of handsets provided to the state under this proposal, the state will be notified by an account representative of Cellular One. The notification will be issued in writing via registered letter and will take place 90 days prior to replacement of handsets.

3.2.9 Vendor(s) will inform the State, nine (9) months prior to any significant platform changes in service. (Scope concept equal to historical TDMA to GSM conversion.)

#### Platform Changes

Cellular One by Highland Cellular will comply and incorporate the following to their existing Engineering & Operations procedure contingent upon the award of WV state contract: "All significant changes to the existing network platform require nine months prior written notification to the designated point of contact for State of West Virginia government account." The state will be notified by an representative of Cellular One. The notification will be issued in writing via registered letter and will take place 180 days prior to such change.

It is understood that should this contract be issued at such time that any such change is already scheduled by the carrier, and that schedule is less than the stated 180 notice period, then such change notice will be provided at signing of contract. This notice period will then be subject to the exception noted and contracted by the carrier with vendor.

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3.2.10 Cellular telephones shall come equipped with Bluetooth turned off, as the default setting.

Any Bluetooth capable mobile telephones that are provided to the state will come with Bluetooth turned off, as the default setting.

3.2.11 Vendor(s) must describe the Bluetooth security features available with all applicable cellular devices.

Any Bluetooth capable mobile telephones come with a built in security feature that prevents unauthorized access to the device via Bluetooth. The security feature is a 4-digit pin code that is chosen by the user. Any time that a device attempts to connect to the Bluetooth device, the 4-digit pin code must be entered in order to receive access.

**3.2.1.1 Voice – Optional Features (*The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.*)**

3.2.1.2 Vendor(s) shall, if available, also include in their responses any features that are not listed, but that state agencies may wish to utilize during the life of this contract. Vendor(s) shall state specifically whether or not they can provide the “walkie-talkie” Push-To-Talk feature and what the added cost of this feature would be. The actual cost must be detailed in the cost portion of the proposal.

Push-to-Talk service is not currently available through the Cellular One by Highland Cellular network. This product has been launched by other GSM carriers and is being reviewed by various GSM carriers including Cellular One by Highland Cellular for possible future implementation.

3.2.1.3 Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. The actual cost (if any) must be detailed in the cost portion of the proposal.

Text Messages can be sent from and delivered to: mobile to mobile, e-mail to mobile, mobile to e-mail, and website to mobile. Specific instructions on how to use text-messaging functionality will be available through customer service representatives dedicated to supporting the state account.

All incoming text messages are free of charge to customers of Cellular One by Highland Cellular within the home service area. Bundled messaging packages for outgoing messages are also available:

Optional Plans:

- 250 outgoing messages/free incoming
- 500 outgoing messages/free incoming
- Unlimited text messaging

3.2.1.4 Vendor(s) shall quote optional pricing for the 3-watt booster kits for the pocket or hand-held phone. It would be the option of the requesting agency whether or not to buy booster kits with their hand-held phones. Other options the State desires pricing for include: hands-free kits, carrying cases, belt clips, additional batteries, and spare AC or DC chargers. The state has the option of requesting a cellular phone installed in a state-owned vehicle. Vendor(s) shall include a hands-free kit, at no additional charge, with any installed unit. These optional prices shall be detailed in the cost portion of the proposal. If the agency requests these services, and uses a third-party, all warranty on originally purchased equipment will remain in force.

Booster Kits with external antenna are available for most Nokia and Motorola phones we currently carry. Such products shall be approved by carriers Network Engineers. Unapproved or un-certified vendor products will not be allowed to operate on the carriers network as they may potentially cause system performance issues.

3.2.1.5 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

This service is not currently available through the Cellular One by Highland Cellular network. Phase II, E911 location services are currently being implemented on core sites. This technology will provide latitude and longitude information of the E911 caller.

3.2.1.6 Vendor must describe how their equipment addresses anti-theft. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

All handsets provided to the state will have basic anti-theft functions. If this feature is enacted, then the user will choose a 4-digit pin code. The 4-digit pin code will be needed to unlock the phone for use. Alternately if a phone is reported missing, customer service should be notified immediately so that the phone can be deactivated.

3.2.1.7 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.

One number per account can be designated as a “home” number. For billing purposes this number would be treated as a mobile to mobile for billing purposes. The designated number can either be a landline or wireless number.

3.2.1.8 Vendor(s) shall provide any additional offerings not included in the preceding voice section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those that may be provided to the State at no charge. The actual costs (if any) must be detailed in the cost portion of the proposal.

- G+ Handset replacement program provides for low cost replacement for handsets that are damaged due to misuse, theft, loss and water damage.
- Wireless Internet
- Picture Messaging

3.2.1.9 Vendor(s) proposed equipment shall be capable of receiving “Amber Alert” notifications. The State recognizes that the subscription for this service is the responsibility of the agencies’ utilizing this feature.

As of November 1, 2005 Cellular One by Highland Cellular has implemented the wireless Amber Alert system endorsed by the CTIA and the National Center for Missing and Exploited Children.

The web site used to subscribe to Amber Alerts for a certain geographic area is:

<https://www.wirelessamberalerts.org>

Subscriptions to Amber Alerts will be provided to the state as a basic service and no additional charge will be incurred.

3.2.1.9 Vendor(s) must describe, in detail, their Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. The actual cost (if any) must be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized users of WPS. See: <http://wps.ncs.gov>. THIS REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

The Wireless Priority Service capability is not currently incorporated in the switch. Implementation of the WPS capability is pending a future Nortel switch upgrade package scheduled for a future release. Details can be provided as to the release dates and projected implementation as that information becomes available.

3.2.1.10 Vendor(s) must describe, in detail, their ability to remotely clear all stored data, and reset cellular phones and data devices to factory default settings, at the State's request.

Clearing cached or stored data is a function of the mobile phone. The mobile phone user performs this function by navigating the mobile phone menu to the data section. An option for "clearing cached data" is available on all mobile phones that are offered by Cellular One by Highland Cellular. The process will differ only slightly between phone models.

Reset Mobile Phones and Data Devices to Factory Defaults

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Restoring factory settings in any mobile device is a function of the device or software running on the device.

Should the state need to clear stored data or restore factory defaults on any mobile device provided under this proposal, then Cellular One by Highland Cellular will provide customer service resolution in a timely fashion.

3.2.1.11 Vendor(s) shall indicate their ability to offer rollover minutes and the details of how this feature works.

This Service is currently not available from Cellular One by Highland Cellular.

### **3.3 DATA SERVICES**

3.3.1 Data services that are required by the State include Internet access and e-mail utilizing wireless handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor(s) or interface with the State's various e-mail systems. These systems include Novell GroupWise, Microsoft Exchange and Lotus Notes.

NOW READS:

3.3.1 Data services that are required by the State include Internet access and e-mail utilizing wireless handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor(s) or interface with the State's various e-mail systems. These systems include Novell GroupWise, Microsoft Exchange and Lotus Notes. The vendor must support at least one of the following types of hardware: Blackberry, Treo or Windows Mobile 5.0. Vendor must specify which types they support.

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CellularOne by Highland Cellular currently offers the TREO 600 and TREO 650 handsets.

3.3.2 Vendor(s) shall include, as part of their pricing, the cost of wireless handheld devices, data-ready portable phones, and any software needed for email integration, voice (cellular) capability, the number of minutes of nationwide data usage that are included in the purchase price, as well as the incremental cost for additional data minutes. Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones requested in this RFP. (See Sections 3.1 and 3.2) All costs must be detailed in the cost portion of the proposal.

CellularOne by Highland Cellular pricing is attached in the pricing section.

3.3.3 Vendor(s) must describe, in detail, their ability to remotely clear all stored data and reset data devices to factory default settings, at the State's request.

All handsets provided to the state will have basic anti-theft functions. If this feature is enacted, then the user will choose a 4-digit pin code. The 4-digit pin code will be needed to unlock the phone for use. Alternately if a phone is reported missing, customer service should be notified immediately so that the phone can be deactivated

3.3.4 Vendor(s) that utilize Treo and Blackberry, or similar data devices as part of their data services shall allow state agencies to re-use existing state-owned equipment, if compatible, as part of the data service if the agency chooses to use that existing equipment. If possible, vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned equipment compatible with their system. The vendor(s) must provide this re-programming at no additional cost.

If any state agency should own existing equipment that is compatible on the Cellular One by Highland Cellular network, then the use of these devices is

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permissible. The testing for certification and compliance will be done by technicians of Highland Cellular.

3.3.5 All data devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting.

Any Bluetooth capable devices provided to the state under this proposal shall come with the Bluetooth feature turned off, as the default setting.

3.3.6 Vendor(s) must describe the Bluetooth security features available with all data devices.

The standard Bluetooth security feature of utilizing a 4-digit pin code to gain access to the any devices that are using data will be enforced.

3.3.7 In addition to the above requirements, vendor(s) shall provide the cost of "air cards" that allow for wireless data services for laptop or notebook computers.

Under this proposal, the Sony Erricson GC83 wireless air card will be available for use with laptop computers.

***Specifications for the GC83 Air Card:***

• GENERAL

Form PC Card, PCMCIA 16 bit, Type II  
Size 85.6 long x 54.0 wide x 5.0 mm high  
Antenna 50-ohm interface; Antenna supplied  
Weight 44 g

• SERVICES

EDGE Max downlink 247.4 kbps, Max uplink 123.7 kbps  
GPRS Max downlink 85.6 kbps, Max uplink 42.8 kbps  
CSD 9.6 & 14.4 kbps

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SMS

- GSM DATA SUPPORT (Network Dependent)
- Multislot Class EDGE/GPRS Class 10 (4 slots D/L, 2 slots U/L, max 5)
- Terminal Class GPRS Terminal Class B (no voice support)
- TCP/IP IP Version 4
- Coding Schemes CS 1-4 (GPRS), MCS 1-9 (EDGE)
- Data Rates CS1-4 / MCS1-4 (GMSK) 10.60, 13.00, 16.60, 19.4 kbps
- MCS5-9 (8-PSK) 24.05, 31.25, 47.45, 57.05, 61.85 kbps
- GSM CSD 9.6 & 14.4 kbps
- Error Correction End to End MNP 2-4, LAPM (V.42), network support RLP
- Compression MNP 5 & V.42bis GSM (network support required)

3.3.8 Responding vendor(s) shall include a description of what data equipment would be provided (hardware and software) as well as the services that would be included. (e.g. Blackberry, Treos)

The TREO 650 will be the primary data device provided under this proposal. The specifications for this device are listed below. Pricing for the Treo 650 device is separately in this proposal.

***Specifications of TREO 650:***

- GSM/GPRS/EDGE quad-band world phone, 850/900/1800/1900 MHz Class 10, Class B

Removable, rechargeable lithium ion battery  
 Up to 6 hours talk time, 300 hours standby  
 VGA digital camera  
 Bluetooth wireless technology  
 MultiMediaCard/SD/SDIO expansion slot  
 320x320 TFT backlit display

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Included software  
Phone, Contacts, Calendar, VersaMail, Messaging, Media, Camera, Camcorder,  
Web browser,  
RealPlayer, Tasks, Memos, Calculator, World Clock, HotSync® Manager,  
palmOne installation  
software, Microsoft Outlook synchronization software (Windows only)  
System requirements for synchronization  
Windows 2000  
Windows XP  
Mac OS 10.2-10.3  
23MB available storage  
Full, backlit QWERTY keyboard  
with number pad  
5-way navigation button  
Speakerphone  
Polyphonic MIDI ringtones  
Vibrate mode  
Palm OS 5.4  
Intel PXA270 processor at 312 MHz  
Infrared (IR) communication  
Stereo audio headset-compatible

3.3.9 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

### ***Handset Replacement Process***

Should Cellular One by Highland Cellular intend to make any changes to the types or models of handsets provided to the state under this proposal, the state will be notified by an account representative of Cellular One. The notification

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will be issued in writing via registered letter and will take place 90 days prior to replacement of handsets.

**3.3.1.1 Data – Optional Features** *(The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)*

3.3.1.2 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

All handsets provided to the state will have basic anti-theft functions. If this feature is enacted, then the user will choose a 4-digit pin code. The 4-digit pin code will be needed to unlock the phone for use. Alternately if a phone is reported missing, customer service should be notified immediately so that the phone can be deactivated.

3.3.1.3 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

This service is not currently available through the Cellular One by Highland Cellular network. Phase II, E911 location services are currently being implemented on core sites. This technology will provide latitude and longitude information of the E911 caller.

3.3.1.4 Vendor(s) shall describe, in detail, any proposed Server and/or Client software offered to answer the needs of a wireless e-mail system.

The proposed software to solution for wireless e-mail is GoodLink from Good Technologies.

GoodLink is a standards-based, wireless messaging application and management system that provides mobile field forces with a two-way, wirelessly synchronized connection to the Microsoft Exchange server (enterprise e-mail, contacts, calendar, notes and tasks) and rich attachments such as Word, Excel, PowerPoint®, Acrobat® and dozens of other rich formats. GoodLink's robust architecture incorporates end-to-end encryption of all data and ensures delivery of all data. GoodLink is also offered with a variety of support packages for flexible support and service.

GoodLink meets strict corporate guidelines for protecting confidential information by providing end-to-end Advanced Encryption Standard (AES) and FIPS 140-2 certification, strong password policies, role-based administration and remote erasing of data wirelessly if the handheld is lost or stolen. Additionally, with the optional, separately priced Good Compliance Manager component, IT administrators can distribute and upgrade third-party software by preventing the handheld from installing or even starting GoodLink until specified applications—like anti-virus software—are installed.

For complete detail information on GoodLink, please see the attached white paper.

3.3.1.5 Vendor(s) shall describe, in detail, any remote management software they will provide, which would enable the State to manage their data phones and devices, including, but not limited to: device functionality, accessibility and programming.

Currently Cellular One by Highland Cellular does not operate a system that will allow the state to remotely manage device functionality, accessibility, or programming.

3.3.1.6 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology

Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.

One number per account can be designated as a "home" number. For billing purposes this number would be treated as a mobile to mobile for billing purposes.

3.3.1.7 Vendor(s) shall provide any additional offerings not included in the preceding data section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. All costs shall be detailed in the cost portion of the proposal.

Cost are detailed in pricing section.

3.3.1.8 Vendor's proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature. Vendors shall show all pricing details in the cost portion of the proposal.

As of November 1, 2005 Cellular One by Highland Cellular has implemented the wireless Amber Alert system endorsed by the CTIA and the National Center for Missing and Exploited Children.

The web site used to subscribe to Amber Alerts for a certain geographic area is:

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<https://www.wirelessamberalerts.org>

Subscriptions to Amber Alerts will be provided to the state as a basic service and no additional charge will be incurred

3.3.1.8 Vendor(s) must describe, in detail, their Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. Any cost shall be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized users of WPS. See <http://wps.ncs.gov>. THIS REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

The Wireless Priority Service capability is not currently incorporated in the Cellular One by Highland Cellular switch. Implementation of the WPS capability is pending a future Nortel switch upgrade package scheduled for a future release. Details can be provided as to the release dates and projected implementation as that information becomes available.

### **3.4. CONVERSION**

3.4.1 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.

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Under this proposal Cellular One by Highland Cellular states that it will comply with the state's intent to incorporate any compatible units into the new wireless service agreement. Upon request, Cellular One by Highland Cellular will reprogram any handsets that are usable on the GSM network.

3.4.2 The State intends to retain the cellular numbers currently used. The Vendor(s) shall describe, in detail, their methods for attaining this goal, with specific emphasis on maintaining "local" phone numbers currently assigned to these devices.

In order to port numbers into the Highland Cellular system, a copy of a recent billing statement from the previous service provider is needed, with the numbers listed. The number porting department at Highland Cellular will work with the previous service provider to ensure the numbers are seamlessly ported.

Any number ported into Highland Cellular must already be registered within the local area of Highland Cellular. Highland Cellular can not port numbers from outside of its 10-county service territory.

Once CellularOne receives billing and account information from the current carrier, the Business Account Coordinator will create a port request and forward to our Porting Department. Once the form is received the process will begin. CellularOne will send a request to the current carrier for the release of the cellular numbers. Once this is confirmed CellularOne will activate the numbers and the current carrier will deactivate the numbers from their system.

3.4.3 The Vendor(s) shall provide a Statement of Work (SOW), detailing their timelines and procedures necessary to achieve portability, if possible, and any impact it may have on state usage.

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Cellular One by Highland Cellular network has processed Ported Numbers for over 18 months. Our process is active for any port requests for our footprint.

3.4.4 Vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned cellular telephones and data devices compatible with their system. The vendor(s) must provide this re-programming at no additional cost. If state-owned cellular telephones cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a cellular telephone at no additional charge to the State. If data devices cannot be connected, it will be the State's responsibility to obtain compatible units, under the terms of this agreement.

Reprogramming handset will have to be handled on a case by case basis to ensure that the phone is compatible and not subsidy locked to another carrier. We can handle all software flashes for both Motorola and Nokia but no other models at this time..

### **3.5 TRAINING**

3.5.1 Vendor(s) shall offer multi-level training classes to the State, when requested.

We Can comply as requested by agency.

3.5.2 Primary training shall be a "train the trainer" concept for procurement officers, or other appropriate agency personnel, to clearly understand the ordering, billing and invoicing processes.

We Can comply as requested by agency.

3.5.3 Vendor(s) should provide on-line user documentation for billing, invoicing and related paperwork for procurement officers, and fully describe how this mechanism will work.

We Can comply as requested by agency.

3.5.4 If required, vendor(s) shall offer server-level application training on any applicable data device software, required to facilitate interoperability with the State's network.

We Can comply as requested by agency.

### **3.6 ORDERING PROCESS**

3.6.1 The Vendor(s) shall provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of their support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in their response. Vendor(s) must provide a toll-free number and email address for this contact.

The Contact Person for State Agencies will be Dean A. Leftwich. He will be available from 8:00 am to 5:00 pm Monday through Friday to handle questions and issues related to our products, plans and ordering procedures. His contact information is as follows.

Dean A. Leftwich  
Business Account Coordinator  
Highland Cellular One  
1-877-554-2355  
Fax: 304-256-1095  
[dleftwich@cellularoneweb.com](mailto:dleftwich@cellularoneweb.com)

3.6.2 The Vendor(s) shall provide activation of new service, or portability services related to current, state-owned equipment, at no additional charge. This shall be provided to state agencies within forty-eight (48) hours of receipt of request.

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Activation of new service or portability services related to current, state-owned equipment shall be provided at no additional charge. All new equipment shall be delivered to state agencies within forty-eight (48) hours of receipt of request via, courier or by Sales Executives

- 3.6.3 The Vendor(s) must describe, in detail, their proposed process for the ordering of new equipment, including, but not limited to: delivery of equipment, notification processes to state spending units for the purposes of billing, detail regarding invoices for any product or service requested, as well as any other "ease of use" procedures the Vendor(s) may propose.

An authorized representative for the state agency will be required to contact the Business Account Coordinator, Dean Leftwich at 1-877-554-2355 for additional lines of service. The request will be forwarded to an account executive to deliver or ship the new equipment within 48 hours. Charges for the equipment will be reflected on the state agencies next bill.

New lines of service will be recorded on a Business Attachment form which will detail the following information:

- New Number
- Equipment description and identification numbers.
- Equipment charges if any
- Rate Plans
- Features

3.6.4 When an agency requests a line for a specific geographic area of the state, in the event that there are overlapping coverage plans from multiple vendor(s), the agency will be required to contract with the vendor(s) offering the lowest price, with all agency-required features, for their coverage area.

New lines may be subject to 3.6.4

3.6.5 Vendor(s) should detail any "real-time, on-line" capabilities they provide for checking the status of orders, via a web-based, password protected site.

This service is not currently available through the Cellular One by Highland Cellular network

### **3.7 SERVICE AND SUPPORT**

3.7.1 Vendor(s) shall provide a toll-free support number, with 24x7x365 coverage, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.

We Can comply to parts, service & admin support.

3.7.2 Vendor(s)' service and support contact with the State of WV shall return telephone calls within one (1) business day, whenever requested by the State of WV, and shall provide status updates on problems/issues/questions until resolved.

We can comply to a 1 business day response time.

3.7.3 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

CellularOne will stock batteries, antennas, LCD modules & misc parts during the warranty period.

3.7.4 Rates for basic service shall include maintenance of cellular telephones, antennas and batteries.

All handsets carry a 1 year manufactures warranty.

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- 3.7.5 Warranty coverage shall constitute repair or replacement of any malfunctioning units, with equipment equal to, or better than, the original unit, within twenty-four (24) hours of equipment failure/vendor(s) notification.

Cellular One by Highland Cellular will stock spare parts to support the Nokia 6010 and Nokia 6101 series phone through out the product life cycles.

- 3.7.6 Vendor(s) must indicate the warranty period for telephone and other voice components their company may supply. Please indicate how repair/replacement is accomplished. Please indicate post-warranty costs to replace phones and other components for a user currently in service with vendor(s)' company. All costs shall be shown in the cost portion of the proposal.

Cellular One by Highland Cellular will stock spare parts to support the Nokia 6010 and Nokia 6101 series phone through out the product life cycles.

- 3.7.7 Vendor(s) shall describe their escalation process for any service issues. Vendor(s) shall regularly update the State of WV on its written escalation process, whenever that process is revised.

Calls will be directed to the CellularOne single point of contact and or delivered to our two repair centers located at Beckley and Bluefield. Repairs will be processed per state requirements as specified in this RFP. Should an event require escalation it will be forwarded to the Repair Manager for disposition and or to Supervisor for special cases that are extremely time sensitive.

- 3.7.8 Within the warranty period, Vendor(s) must troubleshoot and repair any problems, within twenty-four (24) hours of receiving notification of an issue. If a unit cannot be repaired within this timeframe, a new unit, equal to, or better than the existing unit, will be made available to the state, within forty-eight (48) hours of the initial contact. This new unit

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shall be a replacement for the defective device and will be retained by the state.

Any basic telephone that is deemed non operational by technicians of Highland Cellular will be replaced free of charge. Any non-basic telephone that requires replacement will be replaced for a nominal or no additional cost. All costs will be included in the cost portion of the proposal.

3.7.9 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and wireless data cards after eighteen (18) months of use. For non-basic telephones, the State of WV users must be able to acquire replacements after two years, for little, or no additional costs. All costs must be included in the cost portion of the proposal.

Equipment will be provided free of charge after 18 months of service, provided the State extends the contract of service terms with Highland Cellular.

3.7.10 If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.

Highland Cellular will provide new equipment to the State free of charge, should technology changes be implemented that render the State's current equipment non-functional.

3.7.11 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

Handset Replacement Process

Should Cellular One by Highland Cellular intend to make any changes to the types or models of handsets provided to the state under this proposal, the state will be notified by an account representative of Cellular One. The notification will be issued in writing via registered letter and will take place 90 days prior to replacement of handsets.

3.7.12 Vendor must acknowledge the existence of, and be prepared to provide at the State's request, verifiable data identifying the length of time transmission towers remain available in the event of a power outage, and what type of back-up devices, such as generators, exist to guarantee Quality of Service (QoS) levels. If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

All sites within the Highland network are equipped with stand by generator power and /or battery back up to provide uninterrupted operation in the event of power outage. These precautions ensure a minimum of 1-hour operation in the absence of normal commercial power. As well, Highland is equipped with additional portable generators for deployment to ensure sustained operation during prolonged or widespread power outage. Further clarification or documentation can be provided by CellularOne Engineering with appropriate request and time to respond.

3.7.13 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area".

NOW READS:

3.7.14 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.

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Highland Cellular will comply and incorporate the following to their existing Engineering & Operations procedure contingent upon the award of WV state contract: “Monthly network Availability statistics will be provided to the designated point of contact for the State of West Virginia as well as advanced notification of significant planned network outages due to system maintenance and/or upgrades.”

- 3.7.15 Vendor must acknowledge the existence of, and be prepared to provide at the State’s request, a description of their existing Disaster Recovery mechanisms, to accommodate for natural disasters or other related catastrophic events, and what “failover” methodology exists to guarantee service continuance. . If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

Disaster plans exist as a part of the Engineering departments operating procedures. The following will serve as a brief outline of disaster recovery / critical outage capabilities currently employed by Highland Cellular to maintain continued service during such scenarios: (Further detailed information is available upon request.)

- Highland Cellular maintains 24x7x365 on call technicians to respond to all network outages.
- Internal escalation processes to ensure high-level visibility in all outage situations.
- Emergency vendor support to assist in all critical outages exists to ensure comprehensive response to all situations.
- Switching center emergency generator backup power with approximate run time of 72 hrs.and hot re-fuel capability.

- Portable back up generators with extended fuel capacity for deployment in areas experiencing sustained outages.

Further clarification or documentation can be provided by CellularOne Engineering with appropriate request and time to respond.

### **3.8 BILLING AND ACCOUNT MANAGEMENT**

- 3.8.1 The Vendor(s) shall provide a single, dedicated billing representative, available Monday through Friday, 8:00 – 5:00, as part of their support team, to handle all questions and issues related to the plans and invoicing included in their response to this RFP. Vendor(s) shall provide a toll-free number and email address, for state user access to this resource.

#### ***Single Point of Contact - Billing Info***

Dean A. Leftwich  
Business Account Coordinator  
Cellular One by Highland Cellular  
1-877-554-2355  
Fax: 304-256-1095  
[dleftwich@cellularoneweb.com](mailto:dleftwich@cellularoneweb.com)

3.8.2 Primary vendor shall have the responsibility for negotiating agreements with the appropriate carriers in West Virginia to provide said consistent functional features. The successful vendor(s) will be responsible for the management of all carrier services provided to the user agencies, as well as billing, administrative support and maintenance. The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.

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A carrier representative will be available to support and meet with the Office of Technology on a regular basis as determined by the parties.

3.8.3 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

An Authorized representative of the State Agencies will be permitted to change rate plans on a particular phone without any fee or charge to the agency. These changes can be made by contacting the Business Account Coordinator at 1-877-554-2355.

3.8.4 The vendor(s) shall provide accurate, automated and detailed original billing (CD, EDI [potential feature]) and up to two (2) copies according to specific agencies needs. The vendor(s) shall provide a detailed summary for each line regardless of how that usage is billed. All invoices shall be submitted from the primary vendor(s).

Highland Cellular, LLC will provide an accurate, automated and detailed original billing CD and up to 2 copies. The bill will have a detailed summary listing all calls being billed for each individual telephone number. All invoices will be submitted from the Highland Cellular, LLC

3.8.5 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:

- A separate bill per service line requested
- Aggregate billing by agency geographic location
- Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

Highland Cellular, LLC. bills at the account level therefore, pending the States request, any line that should need a separate billing can be placed on its own account. Since Highland Cellular LLC. bills at the account level any aggregation of bills can be accomplished by reports that will be available on the billing CD given to the State.

- 3.8.6 The state would accept a bulk plan, as described in the first scenario in Attachment B. This scenario includes a mandatory requirement that the vendor shall bill individual agencies for their share of the monthly cost by dividing the total number of lines in service into the monthly cost, and charging each spending unit for the number of lines that they have.

This billing service is not currently available through the Cellular One by Highland Cellular network.

- 3.8.7 This billing shall be provided on a Compact Disc (CD) or EDI (potential feature), in a pre-approved format, as agreed upon by both the vendor(s) and the State. Data shall be available electronically and provide the option of exporting to CSV file format. These bills will be delivered to the State within one (1) business day of a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:

- \*User Name
- \*Cellular Number
- Office (landline) Number
- Supervisor's Name
- Supervisor's Office (landline) Number
- Department
- \*Agency Name
- Unit Name
- Org. Number
- \*Bill to address

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- \*Plan level
- \*Date and time of call or data transaction
- \*Number called
- \*Duration of call or size of data transmission
- \*Cost of call or data transmission
- \*Overage charges, if applicable
- \*Fees
- \*mandatory

Highland Cellular, LLC's bill and CD will include at the account level each of the following fields.

- \*Office (landline) Number
- \*Supervisor's Name
- \*Supervisor's Office (Landline) Number
- \*Department
- \*Agency Name
- \*Unit Name
- \*Orig. Number
- \*Bill to address

Highland Cellular, LLC's bill will include the following requested fields at the phone number level.

- Username
- Cellular Number
- Plan Level
- Date and time of call
- Number called
- Duration of call
- Cost of call
- Overage charges, if applicable

- Taxes and fees

3.8.7 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report in Common Separated Values (CSV) format on a CD. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.

Quarterly reviews requested by a state agency will be provided at no additional charge. The review will cover topics such as average minute used, overages, roaming and etc. This account analysis will insure the state agency is on the best plans for their usage patterns

3.8.9 Reports should be made available via a secure, password-protected, on-line environment and include the following:

3.8.9.1 Ability to report usage, billing and trending data at the individual wireless number level

3.8.9.2 Ability to summarize data at the department, agency and division levels

3.8.9.3 Ability to provide exception reporting indicating low usage, overage usage, and minimal usage

(The State will determine the levels of security access, and user validation.)

Vendor must describe their capabilities for providing this information.

Reports will be made available via a secure, password-protected, on line site or by CD or spreadsheets sent electronically upon request by the specific state agency.

3.8.10 Prior to issuing billing, vendor(s) will be required to validate that all lines are active. Describe how this will be handled.

Prior to issuing the bills, we will verify that all lines are active on the Sate Agency Account. The Business Account Coordinator will review the account before the end of the bill cycle. Any discrepancies will be discussed with the authorized representative of the agency.

3.8.11 Vendor(s) shall provide to the state a monthly report that shows total minutes of usage by billed telephone number (BTN).

We will comply and respond in a timely manner with such requests by the state agencies.

3.8.12 Vendor(s) should also make all billing information available via an on-line mechanism, for ease of use by the agency representatives. Vendor(s) should describe available options, including, at a minimum, security access levels and reporting capabilities.

Cellular One does have on line viewing capabilities and will provide the appropriate access and account level access upon written authorization by an approved state agency Director.

3.8.13 Vendor(s) and the agency shall agree to work to promptly resolve billing issues.

NOW READS:

3.8.12 Vendor(s) shall work directly with the agencies to promptly resolve billing issues.

Cellular One representatives will work diligently with State Agencies in reaching resolution in regards to billing issues in a timely manor.

3.8.14 Vendor(s) shall waive any charges it has failed to bill the State, within the fiscal year for which the service was provided has elapsed.

See signed document attached

3.8.15 Vendor(s) shall notify the State one hundred twenty (120) days in advance of any anticipated changes in billing format. **Note: The State does not regard a "read me" file on a billing CD as constituting notice.** Vendor(s) shall describe the mechanism proposed to coordinate CD format changes with State representatives.

Cellular One by Highland Cellular will comply and incorporate the following to their existing Engineering & Operations procedure contingent upon the award of WV state contract: "All significant changes to the existing network/billing platform require three months prior written notification to the designated point of contact for State of West Virginia government account." The state will be notified by an representative of Cellular One. The notification will be issued in writing via registered letter and will take place 120 days prior to such change.

It is understood that should this contract be issued at such time that any such change is already scheduled by the carrier, and that schedule is less than the stated 120 notice period, then such notice will be provided at signing of contract. This notice period will then be subject to the exception noted and contracted by the carrier with vendor.

3.8.16 The State of WV will not pay activation fees, disconnection fees, early termination fees, or roaming fees, within the designated "home area," as part of this contract. (See Section 3.1)

See signed document attached

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### 3.9 COST PROPOSAL PRICING

3.9.1 Price shall be a key consideration, but will not be the sole determining factor. Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

3.9.2 Pricing will carry considerable weight during the evaluation process. This includes both initial investment and ongoing recurring costs.

3.9.3 Key decision criteria may include but not be limited to the following: Pricing, Coverage Area, Sales/Support Capabilities, Reporting Options, Ordering and Billing Processes, Conversion, Voice Requirements, and Data Requirements.

3.9.4 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate, in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

3.9.5 Please provide information on the following pricing plan alternatives:

3.9.5.1 Conventional Plans - Please provide conventional (minute bucket) pricing alternatives. Vendor(s) must complete four-part scenario cost attachment. (Attachment A)

3.9.5.2 Pooled Plans - Please provide pricing information on pooling plans. Vendor(s) must complete attached cost sheet. (Attachment B)

3.9.5.3 Flat Plan/"Pay as You Go" - Please provide pricing information on flat plans in which each user is assessed a small monthly fee, or no fee at all; and pays only for actual usage. Vendor(s) must complete attached cost sheet. (Attachment B)

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NOW READS:

3.9.5.3 Flat Plan/"Pay as You Go" - Please provide pricing information on flat plans in which each user is assessed a small monthly fee, or no fee at all; and pays only for actual usage. Vendor(s) must complete attached cost sheet. The mandatory features of unlimited mobile to mobile and unlimited nights and weekends would not apply to this plan. (Attachment B)

**3.10 SPECIAL TERMS AND CONDITIONS:**

3.10.1 Note: Basic service features MUST be included in the base cost of the responses to the State's Cost Scenarios and Tables, per Section 4 of this RFP. Any inclusion of the mandatory features, at an additional cost, may be grounds for proposal rejection.

3.10.2 Vendor(s) shall attach price lists for **all** available calling plans, optional devices and accessories requested in this RFP. (Belt clips, hands-free kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.)

3.10.3 Special consideration should be given to Blackberries, Treos and like devices, their accessories, server software and CALs, as well as camera phones and additional service charges associated with them.

3.10.4 The State will only make an award, based on the Calling Plan Scenario evaluation, that is legitimately verified by the Vendor(s) attached price lists.

3.10.5 Due to continuing evolution of the cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to insure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to insure that the proposal is competitive, reasonable and

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proven. Only vendor(s) awarded contracts from the original RFP may participate in this upgrade of the State's cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

**3.11 NO DEBT AFFIDAVIT:**

West Virginia State Code §5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which *should* be completed, signed and returned *with* the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for both vendors.

**3.12 General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Section Three (3) of this RFP

*3.12.1 Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

*3.12.2 Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

*3.12.3 Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

*3.12.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities

and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**3.12.5 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; (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 laws.

**3.12.6 Contract Provisions:**

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

**3.12.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

**3.12.8 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope

of work of this contract.

**3.12.9 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**3.12.10 Term of Contract & Renewals:**

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, or two (2) years, at the State's discretion, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**3.12.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such

non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**3.12.12 Contract Termination:**

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

**3.12.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME**



**AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**3.12.14 Invoices:**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**3.12.15 Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

**PART 4**

**PROPOSAL FORMAT**

**4.1 Vendor's Proposal Format:**

(This part of the RFP outlines the format the Vendor must follow in arranging the information, and the Agency should identify the information the Vendor is required to include.).

The proposal must be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor,

Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

- Section I – Coverage (3.1)
- Section II - Voice and Data: Technical Specifications: Hardware and Software (3.2 and 3.3)
- Section III – Conversion and Training (3.4 and 3.5)
- Section IV- Ordering Procedures/ Billing and Account Management (3.6 and 3.8)
- Section V - Service and Support (3.7)
- Section VI – Cost (3.9)

If using an attachment, reference it and provide guidance as to what Vendor must include.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

**4.2 Evaluation Process:**

**4.2.1 Method of Evaluation:**

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

**4.3 Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

A. Coverage (Sections 3.1)	(22) Points Possible
B. Voice and Data (Sections 3.2, 3.3)	(15) Points Possible
C. Conversion and Training (Sections 3.4, 3.5)	(11) Points Possible
D. Ordering Procedures/ Billing and Account Management (Sections 3.6, 3.8)	(11) Points Possible
E. Service and Support (Sections 3.7)	(11) Points Possible
F. Cost	<u>(30) Points Possible</u>
<b>Total</b>	<b>100 Points Possible</b>

CellularOne by Highland Cellular  
Revised 7/10/2006

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

**4.5. COST SCENARIOS/VENDOR PRICE SHEETS**

Vendor(s) must complete the attached Cost Scenarios, for evaluation purposes only. Vendor(s) must attach coverage maps, and price sheets for all devices, services and software being offered in response to Section 3 of this RFP. The numbers are used in the scenarios are not a commitment of minimum usage by the State.

The following are the evaluation factors for the cost evaluation:

- 40% of the evaluation will be given towards conventional voice plans.
- 25% of the evaluation will be given towards pooled calling plans.

10% of the evaluation will be given towards flat rate/"pay as you go" plans.  
25% of the evaluation will be given towards conventional data plans.

## 3.1.2 LOCAL NPA/NXX LISTING

Arcode	Npa	Nxx	Localexempt	Location	State
@GUNL	276	202	F	RICHLANDS	VA
@GUNL	276	210	F	RICHLANDS	VA
@GUNL	276	214	F	BLAND	VA
@GUNL	276	223	F	WYTHEVILLE	VA
@GUNL	276	228	F	WYTHEVILLE	VA
@GUNL	276	244	F	GRUNDY	VA
@GUNL	276	322	F	BLUEFIELD	VA
@GUNL	276	326	F	BLUEFIELD	VA
@GUNL	276	472	F	BURKESGRDN	VA
@GUNL	276	522	F	CERES	VA
@GUNL	276	530	F	BIG ROCK	VA
@GUNL	276	531	F	MAXIE	VA
@GUNL	276	566	F	HURLEY	VA
@GUNL	276	596	F	RICHLANDS	VA
@GUNL	276	597	F	BIG PRATER	VA
@GUNL	276	625	F	WYTHEVILLE	VA
@GUNL	276	682	F	CERES	VA
@GUNL	276	686	F	RURALRTRET	VA
@GUNL	276	688	F	BLAND	VA
@GUNL	276	701	F	RICHLANDS	VA
@GUNL	276	722	F	ROCKY GAP	VA
@GUNL	276	794	F	DICKENSNVL	VA
@GUNL	276	873	F	HONAKER	VA
@GUNL	276	880	F	LEBANON	VA
@GUNL	276	881	F	JEWELL RDG	VA
@GUNL	276	883	F	LEBANON	VA
@GUNL	276	889	F	LEBANON	VA
@GUNL	276	928	F	ROCKY GAP	VA
@GUNL	276	935	F	GRUNDY	VA
@GUNL	276	945	F	POCAHONTAS	VA
@GUNL	276	963	F	RICHLANDS	VA
@GUNL	276	964	F	RICHLANDS	VA
@GUNL	276	970	F	RICHLANDS	VA
@GUNL	276	971	F	RICHLANDS	VA
@GUNL	304	205	F		
@GUNL	276	979	F	TAZEWELL	VA
@GUNL	276	988	F	TAZEWELL	VA
@GUNL	276	991	F	SWORDS CRK	VA
@GUNL	540	214	F		
@GUNL	304	222	F	BECKLEY	WV
@GUNL	304	228	F	BECKLEY	WV
@GUNL	304	237	F	BECKLEY	WV

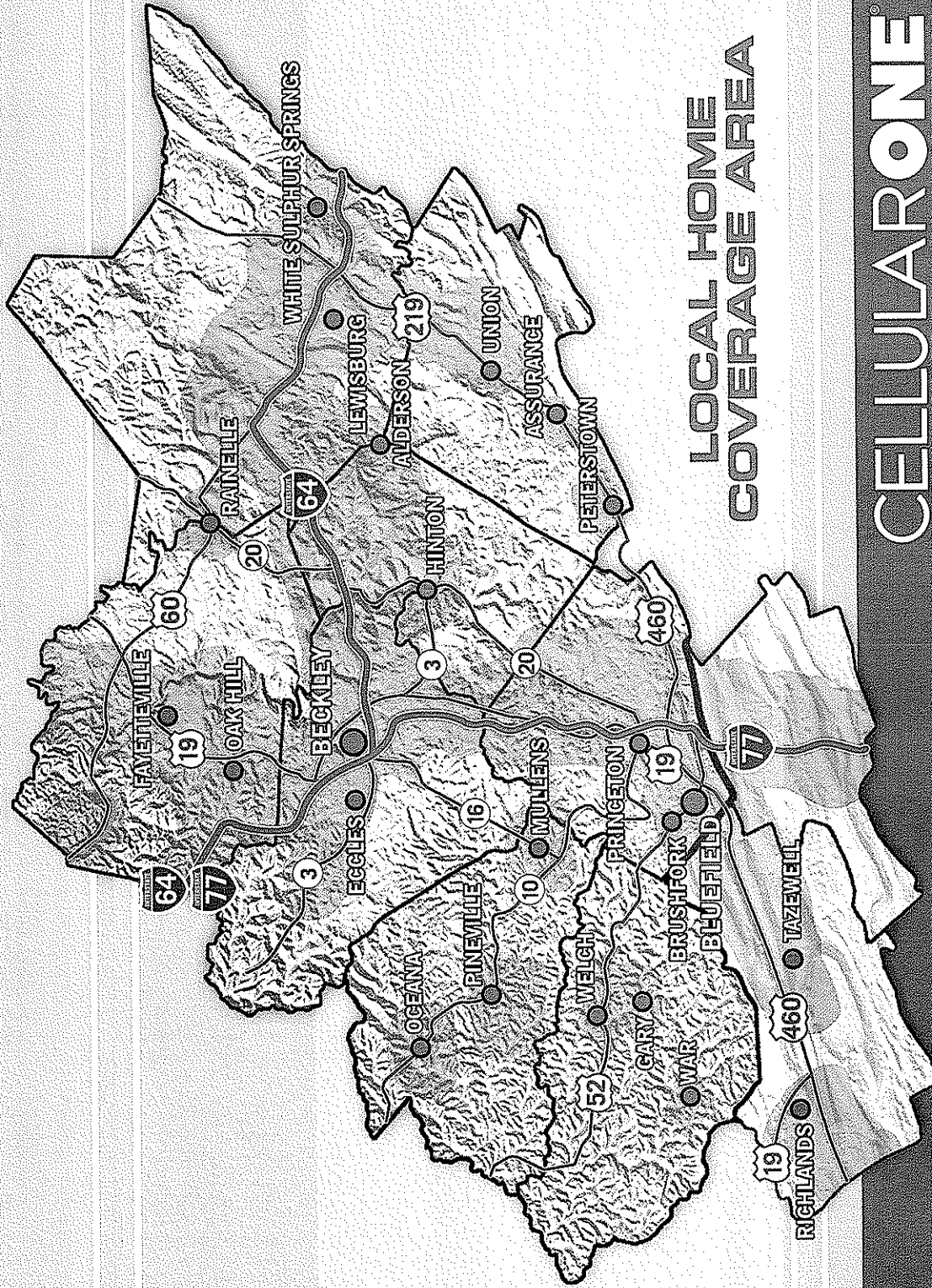
@GUNL	304	248	F	BRAMWELL	WV
@GUNL	304	250	F	BECKLEY	WV
@GUNL	304	251	F	BECKLEY	WV
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@GUNL	304	256	F	BECKLEY	WV
@GUNL	304	294	F	MULLENS	WV
@GUNL	304	297	F	COALWOOD	WV
@GUNL	304	308	F	BLUEFIELD	WV
@GUNL	304	309	F	HINTON	WV
@GUNL	304	320	F	BLUEFIELD	WV
@GUNL	304	323	F	BLUEFIELD	WV
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@GUNL	304	327	F	BLUEFIELD	WV
@GUNL	304	383	F	ANAWALT	WV
@GUNL	304	384	F	ATHENS	WV
@GUNL	304	392	F	RUPERT	WV
@GUNL	304	409	F	BLUEWELL	WV
@GUNL	304	425	F	PRINCETON	WV
@GUNL	304	431	F	PRINCETON	WV
@GUNL	304	436	F	WELCH	WV
@GUNL	304	438	F	RAINELLE	WV
@GUNL	304	442	F	MONTGOMERY	WV
@GUNL	304	445	F	ALDERSON	WV
@GUNL	304	448	F	GARY	WV
@GUNL	304	461	F	BECKLEY	WV
@GUNL	304	465	F	OAK HILL	WV
@GUNL	304	466	F	HINTON	WV
@GUNL	304	467	F	MATOAKA	WV
@GUNL	304	469	F	OAK HILL	WV
@GUNL	304	484	F	MDW BRIDGE	WV
@GUNL	304	487	F	PRINCETON	WV
@GUNL	304	497	F	FRANKFORD	WV
@GUNL	304	499	F	MONTGOMERY	WV
@GUNL	304	536	F	WHSPLHRSPG	WV
@GUNL	304	540	F	HUNTINGTON	WV
@GUNL	304	573	F	BECKLEY	WV
@GUNL	304	574	F	FAYETTEVL	WV
@GUNL	304	575	F	BECKLEY	WV
@GUNL	304	578	F	BECKLEY	WV
@GUNL	304	585	F	KIMBALL	WV
@GUNL	304	589	F	BLUEWELL	WV
@GUNL	304	632	F	GAULEY BDG	WV

@GUNL	304	640	F	MOUNT HOPE	WV
@GUNL	304	645	F	LEWISBURG	WV
@GUNL	304	646	F	LEWISBURG	WV
@GUNL	304	647	F	LEWISBURG	WV
@GUNL	304	656	F	DAVY	WV
@GUNL	304	658	F	ANSTED	WV
@GUNL	304	660	F	HINTON	WV
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@GUNL	304	716	F	PRINCETON	WV
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@GUNL	304	772	F	UNION	WV
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@GUNL	304	779	F	ALLOY	WV
@GUNL	304	787	F	FLAT TOP	WV
@GUNL	304	793	F	LEWISBURG	WV
@GUNL	304	812	F	PTPLEASANT	WV
@GUNL	304	818	F	PRINCETON	WV
@GUNL	304	819	F	ATHENS	WV
@GUNL	304	827	F	MAYBEURY	WV
@GUNL	304	828	F	BRADSHAW	WV
@GUNL	304	832	F	GREENVILLE	WV
@GUNL	304	846	F	RICHWOOD	WV
@GUNL	304	854	F	WHITESVL	WV
@GUNL	304	858	F	PETERSTOWN	WV
@GUNL	304	862	F	NORTHFORK	WV
@GUNL	304	875	F	WAR	WV
@GUNL	304	877	F	MOUNT HOPE	WV
@GUNL	304	887	F	BLUEFIELD	WV
@GUNL	304	888	F	BLUEFIELD	WV
@GUNL	304	890	F	BECKLEY	WV
@GUNL	304	894	F	BECKLEY	WV
@GUNL	304	898	F	OAKVALE	WV
@GUNL	304	910	F	BLUEFIELD	WV
@GUNL	304	920	F	BLUEFIELD	WV
@GUNL	304	921	F	BLUEFIELD	WV

@GUNL	304	922	F	BLUEFIELD	WV
@GUNL	304	923	F	BECKLEY	WV
@GUNL	304	929	F	BECKLEY	WV
@GUNL	304	934	F	GLENDANIEL	WV
@GUNL	304	938	F	IAEGER	WV
@GUNL	304	952	F	BLUEFIELD	WV
@GUNL	304	960	F	BLUEFIELD	WV
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@GUNL	304	967	F	BRADSHAW	WV
@GUNL	304	981	F	MONTGOMERY	WV



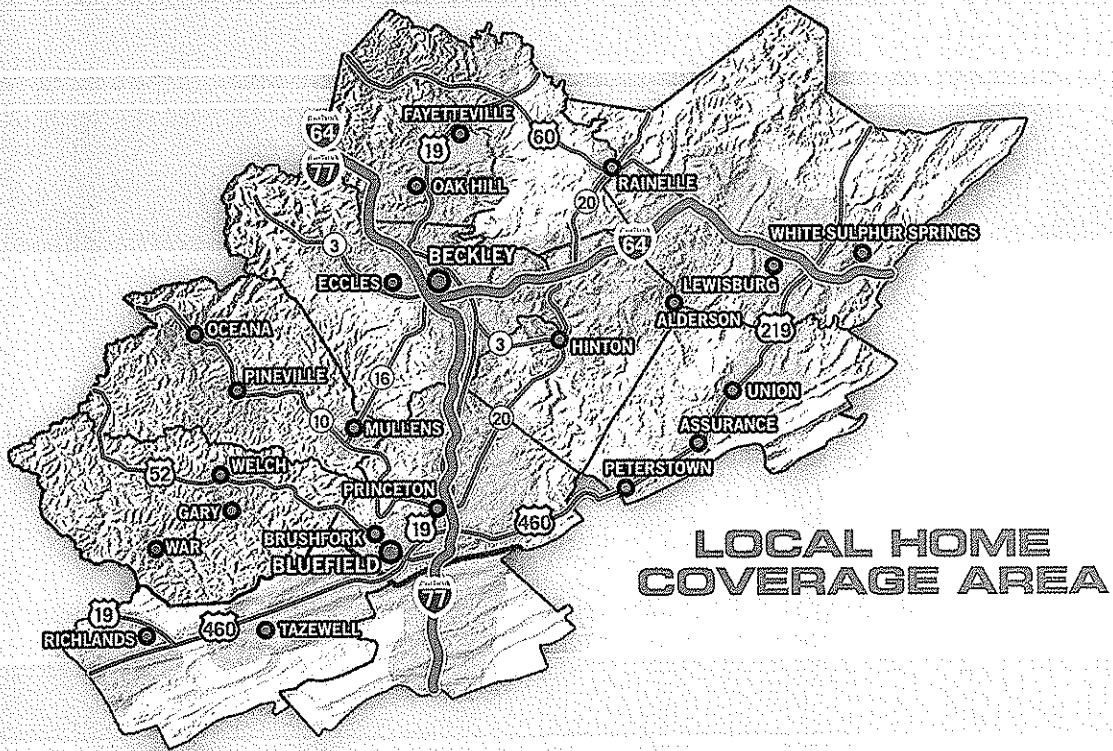
- Local & National Coverage Maps



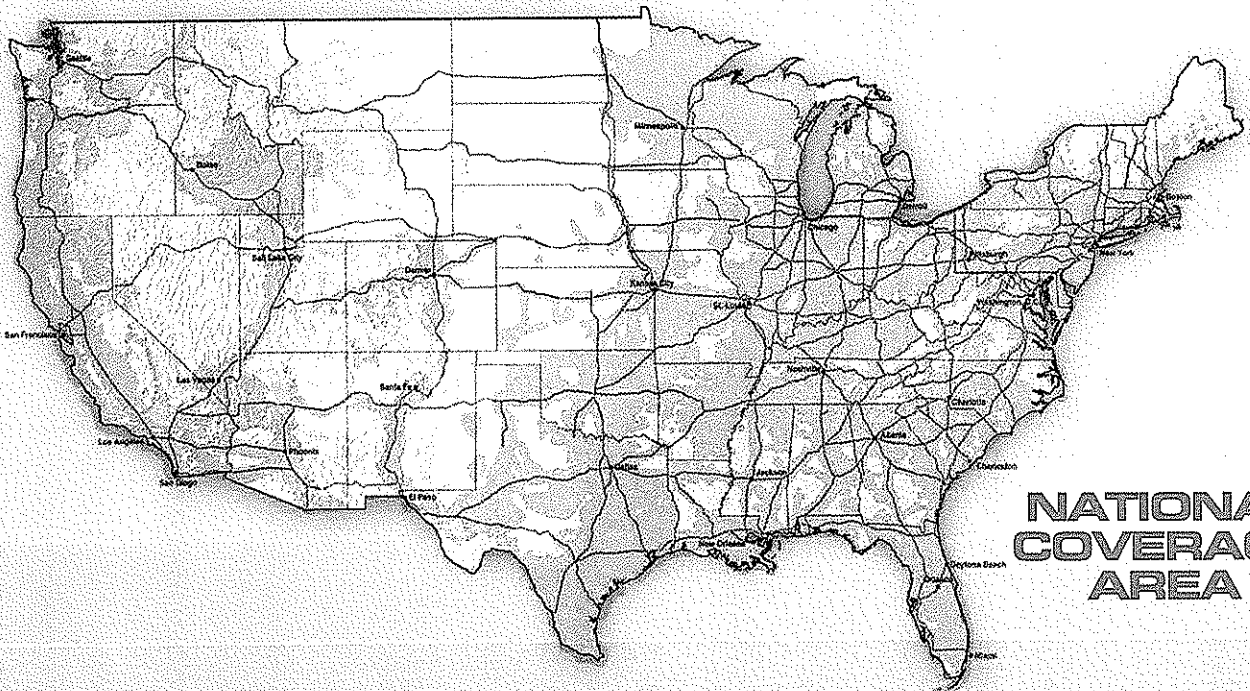
## LOCAL HOME COVERAGE AREA

# CELLULARONE<sup>®</sup>

by Highland Cellular

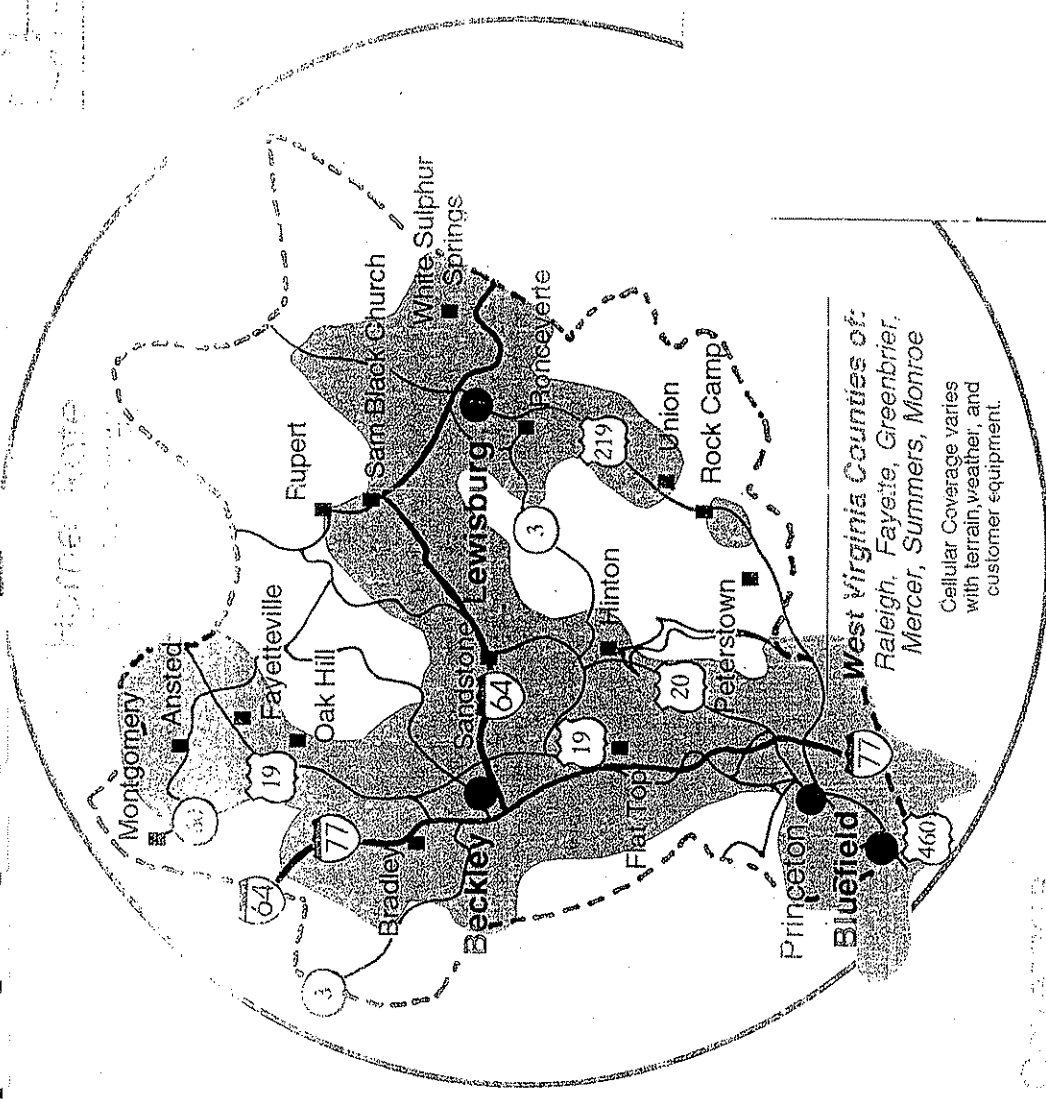


**LOCAL HOME  
COVERAGE AREA**



**NATIONAL  
COVERAGE  
AREA**

**CELLULARONE**  
Authorized Agent



Cellular One \ Highland Cellular  
 Analog & TDMA Digital  
 Coverage Maps 4/06

\* Subject to change without Notice

**STATE OF WEST VIRGINIA  
PURCHASING DIVISION**

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT**

**Dear Vendor:**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** (§5A-3-12) requires all vendors to have on file with the State Purchasing Division a completed Vendor Registration & Disclosure Statement.

All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration & Disclosure Statement (WV-1 form) and pay a **\$45.00** annual fee. Payment of the **\$45.00** annual fee includes a year's subscription to the **West Virginia Purchasing Bulletin**, which is available weekly, advertising purchases expected to exceed ten thousand dollars (\$10,000).

Please complete this form in its **ENTIRETY** and return with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$ 45.00**. Incomplete forms will not be processed and will be returned to the vendor. Your cancelled check will serve as notification that the registration process is complete and that you are a registered vendor eligible to receive purchase orders from the State of West Virginia.

Please send completed form and **\$45.00** payment to:

**Purchasing Division  
Vendor Registration  
State Capitol Complex  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305-0130**

Pages 1 and 2 which consist of information related to vendor organizational structure must be completed. Whenever a change occurs in the information submitted as required, such change shall be reported immediately in the same manner as required in the original disclosure affidavit (**WV Code §5A-3-12**). If you have any questions concerning the Vendor Registration & Disclosure Statement, please call the Purchasing Division at (304) 558-0059.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
**Part I: To Be Completed by the Vendor and Return to the State Agency Listed Above**

1. Legal Name of Company/Individual \_\_\_\_\_  
Bidding Address \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

2. Vendor Classified As:  
\_\_\_\_ Individual      \_\_\_\_\_ Governmental Entity  
\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Non-Profit Organization  
\_\_\_\_ Partnership      \_\_\_\_\_ Other (Explain) \_\_\_\_\_  
\_\_\_\_ Estate/Trust      \_\_\_\_\_  
\_\_\_\_ Corporation      \_\_\_\_\_  
\_\_\_\_ Public Service Corp      \_\_\_\_\_

3. If you have a Federal Employer's Identification Number enter it. All partnerships, corporations, sole owners, or companies with employees must have an FEIN.

\_\_\_\_\_

3a. Individuals enter Social Security Number.

\_\_\_\_\_

4. By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

\_\_\_\_ Disabled Small Business Ownership [1]      \_\_\_\_\_ Veteran Small Business Ownership [4]  
\_\_\_\_ Minority Small Business Ownership [2]      \_\_\_\_\_ Woman Small Business Ownership [5]  
\_\_\_\_ Small Business Ownership [3]

*The information gathered in question 4 is for data collection efforts only.*

5. Are you registering as a new vendor? \_\_\_\_\_ No \_\_\_\_\_ Yes

6. Are you updating the organizational status previously submitted? \_\_\_\_\_ No \_\_\_\_\_ Yes

7. Payment of the \$45.00 annual fee entitles you to a year's subscription to the *West Virginia Purchasing Bulletin*. Do you wish to receive this publication? \_\_\_\_\_ No \_\_\_\_\_ Yes

8. Are you completing this form to register a branch/division/subsidiary? \_\_\_\_\_ No \_\_\_\_\_ Yes  
*If yes, please list the parent company's name, address, and FEIN.*  
**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

9. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.  
**Name** \_\_\_\_\_ **Address (St. & No.), City & State** \_\_\_\_\_  
 \_\_\_\_\_

10. List the name, title and resident location of all officers. Attach an additional sheet if space is needed.

Name	Position	Resident Address (St. & No.), City & State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Has the vendor or those owning a controlling interest of the vendor or those serving as managers or officers of the vendor done business within the preceding ten years under a different name or under a different form of business organization under which such business was conducted:  
 \_\_\_\_\_ No \_\_\_\_\_ Yes

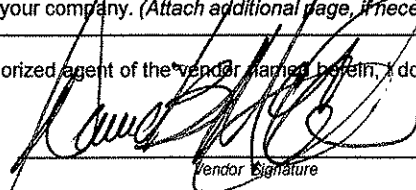
12. List one or more banking institutions to serve as reference for the vendor.  
 \_\_\_\_\_

13. What is the latest Dun & Bradstreet rating on the vendor (if there is any such rating)?  
 \_\_\_\_\_

14. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  
 \_\_\_\_\_ No \_\_\_\_\_ Yes

15. List the three digit commodity code number(s) from the list on pages 3 and 4 which best describe the product(s)/service(s) furnished by your company. (Attach additional page, if necessary)

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete.

 \_\_\_\_\_  
 Vendor Signature Title

Dated this 25<sup>th</sup> day of April, 2006



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  
**CELPHON07**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
06/13/2006				

BID OPENING DATE: **07/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>REQUEST FOR PROPOSAL</b></p> <p>THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR THE DEPARTMENT OF ADMINISTRATION, OFFICE OF TECHNOLOGY, TO OBTAIN BIDS FOR STATEWIDE CELLULAR TELEPHONE CONTRACTS.</p> <p>*****NOTICE*****            A MANDATORY PRE-BID CONFERENCE SHALL BE CONDUCTED ON MONDAY, JUNE 26, 2006 AT 2:30 P.M. SAID CONFERENCE WILL BE HOSTED BY THE WEST VIRGINIA OFFICE OF TECHNOLOGY, ONE DAVIS SQUARE, CHARLESTON, WEST VIRGINIA. THE STATE INTENDS TO MANAGE THIS PRE-BID VIA ON SITE ATTENDANCE. ALL INTERESTED BIDDERS ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>ATTACHMENTS TO THIS REQUEST FOR PROPOSAL:</p> <p>1. CELPHON07 SPECIFICATIONS, DATED 6/13/06, 38 PAGES            NOTE: ATTACHMENT A, VOICE COST SHEET, ATTACHMENT B, VOICE COST SHEET, AND ATTACHMENT C, DATA COST SHEET ARE A PART OF THE 38-PAGE SPECIFICATIONS.</p> <p>NOTE: NO COST INFORMATION/DATA IS TO BE INCLUDED IN THE TECHNICAL PORTION OF THE PROPOSAL.</p> <p>2. AFFIDAVIT</p>						

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'

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.





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  
**CELPON07**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO**  
**304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
06/13/2006				

BID OPENING DATE: **07/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		985-77		
<p>AN ELECTRONIC COPY OF THIS REQUEST FOR PROPOSAL AND ALL ATTACHMENTS ARE AVAILABLE AT:            HTTP://WWW.STATE.WV.US.ADMIN/PURCHASE/BUYER/42/CELPON07</p> <p>STATEWIDE CONTRACT FOR CELL SERVICE</p> <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>						
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'



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  
**CELPHON07**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
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SHIP TO

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/13/2006						
BID OPENING DATE: 07/11/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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# Request for Quotation

RFQ NUMBER
CELPON07

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4

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETTY FRANCISCO 304-558-0468

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: **07/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER:  
**CELPON07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
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DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/13/2006						
BID OPENING DATE: 07/11/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	GAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA</p>						
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'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER  
**CELPHON07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED <b>06/13/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/11/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <i>Highland Cellular, LLC</i></p>						

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'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER:  
**CELPON07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO**  
**304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: **07/11/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: <i>July 29, 2006</i></p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Sell, CAO &amp; Security</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID AND TEN (10) CONVENIENCE COPIES MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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'



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  
**CELPHON07**

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
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 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: **07/11/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----BETTY L. FRANCISCO - FILE 42----- RFQ. NO.:-----CELPHON07----- BID OPENING DATE:---07/11/06----- BID OPENING TIME:---1:30 P.M.-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ CELPHON07 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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# 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 owned 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 exceeds 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Highland Cellular, LLC

Authorized Signature: [Signature] Date: 7/24/06



STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer:

Page

Req. or P. O. No.:

Vendor:

Spending Unit:

Requisition No.: \_\_\_\_\_

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1       /      


No. 2       /      

No. 3       /      

No. 4       /      

No. 5       

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.



Signature

Highland Cellular

Company

7-24-06

Date



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  
 CELPHON07

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BETTY FRANCISCO  
 304-558-0468

RFQ COPY  
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VENDOR

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ALL STATE AGENCIES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/15/2006				

BID OPENING DATE: 07/11/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM # 01  CORRECTION;  THE PRE-BID MEETING SHALL BE CONDUCTED ON FRIDAY, JUNE 30, 2006 AT 2:30 P.M. AT THE IS&C BUILDING AT ONE DAVIS SQUARE, CHARLESTON, WEST VIRGINIA.  PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN TO:  PURCHASING DIVISION ATTENTION BETTY FRANCISCO 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  *****END OF ADDENDUM NO. 01*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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  
 CELPHON07

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BETTY FRANCISCO  
 304-558-0468

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/10/2006				

BID OPENING DATE: 07/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
1.						
FINAL CELPHON07 SPECIFICATIONS ARE ATTACHED. THIS DOCUMENT HAS BEEN REVISED FOR CORRECTIONS AND AS A RESULT OF QUESTIONS RECEIVED. CHANGES ARE IN RED IN THE WORD DOCUMENT.						
2.						
QUESTIONS AND ANSWERS ARE ATTACHED.						
3.						
ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. PLEASE SIGN AND RETURN THIS DOCUMENT WITH YOUR BID.						
4.						
BID OPENING DATE HAS BEEN CHANGED TO MONDAY, JULY 24, 2006 AT 1:30 P.M.						
5.						
LIST OF PRE-BID ATTENDEES ATTACHED.						
*****END OF ADDENDUM NO. 02*****						

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'

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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



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:  
**CELPHON07**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO  
 304-558-0468**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED <b>07/10/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ADDENDUM NO. 03</b></p> <p><b>THIS IS TO ADD A WV-96 TO THIS RFP. THIS WAS INADVERTENTLY OMITTED FROM ADDENDUM NO. 02.</b></p> <p><b>*****END OF ADDENDUM NO. 03*****</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
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4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

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

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

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

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

**VENDOR**

Company Name: Highland Cellular, LLC

Signed: [Signature]

Title: VP, Procurement

Date: 7/24/06





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  
 CELPHON07

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BETTY FRANCISCO  
 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/17/2006				

BID OPENING DATE: 07/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 04  REVISED ATTACHMENT B, VOICE COST SHEET, DATED 7/17/06 VOICE COST SHEET, POOLED CALLING PLAN IS ATTACHED.  THIS IS ISSUED TO CLARIFY THE INFORMATION REQUIRED ON THIS COST SHEET.  *****END OF ADDENDUM NO. 04*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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