



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	PAGE
COR61472	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
 304-558-2566

RFQ COPY

TYPE NAME/ADDRESS HERE  
 Advanced Communications  
 PO Box 6650  
 2744 Eoff Street  
 Wheeling, WV 26003

SHIP TO

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

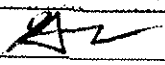
DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/21/2011				

BID OPENING DATE: 03/30/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO PROVIDE ADDITIONAL CLARIFICATION FOR THE PROJECT 2. TO MOVE THE BID OPENING DATE FROM 03/23/2011 TO 03/30/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	EA		725-57	\$30,350.00	\$30,350.00
TELEPHONE SYSTEMS (OVER 60 STATIONS)						
***** THIS IS THE END OF RFQ COR61472 ***** TOTAL:						\$30,350.00
TELEPHONE MAINTENANCE 2-Year Warranty Included					\$950.00 Year	\$2,850.00

RECEIVED  
 2011 MAR 28 AM 10:44

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: 

TITLE: President

FEIN: 550673459

TELEPHONE: 304-233-3000

DATE: 3-23-11

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

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

Corporate Headquarters  
2744 Eoff Street  
P.O. Box 6650  
Wheeling, WV 26003  
Phone: (304) 233-3000  
Fax: (304) 233-9666



BRANCH OFFICES  
Beckley, WV  
St. Albans, WV  
Charleston, WV  
Parkersburg, WV  
Greensburg, PA

WV Lic.# WV013681

MARCH 23, 2011

PAGE 1 OF 2

TELEPHONE SYSTEM PROPOSAL

PROPOSAL SUBMITTED TO: **DENMAR CORRECTIONAL CENTER**  
Attn: Tara Lyle  
HC-64 Box 125  
Hillsboro, WV 24946  
Phone: 304-558-2544

INSTALL EQUIPMENT AT: Same

**NEC UX5000 DIGITAL TELEPHONE SYSTEM:**

- (1) 910018 19" Basic System Package
  - Includes: (1) 910004 19" 6-Blade Chassis
  - (1) 911001 CPU Blade
  - (1) 911038 16-Port Digital Station Blade
- (1) 670510 Wall Mount Bracket
- (1) 911060 Memory Expansion Daughterboard
- (1) 910463 System Port License 65 to 256
- (1) 910526 4-Port / 125-Hour UX-Mail (Expandable to 16-Ports 550-Hours)
- (1) 910491 4-Port UX-Mail License
- (1) 911052 T1/PRI Interface Blade
- (1) CSU
- (5) 808920 Installation Cables
- (4) 911038 16-Port Digital Station Blade
- (1) 911077 8-Port Digital Station Blade
- (1) 911044 8-Port Analog Station Blade
- (1) 911040 4-Port Analog Station Blade
- (84) 910044 12-Button Display Telephones w/ 12-Programmable Keys
- (1) 910048 24-Button Display Telephone w/ 24-Programmable Keys
- (1) 910094 60-Button DSS Console
- (1) 910004 19" 6-Blade Chassis
- (1) 911020 Expansion Blade For Base Chassis
- (1) 911022 Expansion Blade for Expansion Chassis
- (1) SUA2200XL UPS
- (1) SUA48XLBP UPS Battery Pack
- (2) 2133296 Boxes of Category 3 Non/Plenum Cable
- (1) 66-Block w/ Bracket
- (14) 625A2-44 Surface Mount RJ11 Jacks
- (1) 7525751 Box Of 6-Pair Burial Cable
- (2) Viking VE5X5 Housing Boxes
- (2) Porta 506GT 6-Pair Gas Tube Lightning Protectors
- (1) Section of 1 ¼ " Conduit A6C9N1JNNB8500

**TOTAL COST FOR THE ABOVE: \$30,350.00**

2-Year Warranty

OPTIONAL EQUIPMENT:

OPTION #1: POST WARRANTY MAINTENANCE.....  
2-YEARS COVERED PARTS & LABOR

\$950.00 YEAR AFTER 1<sup>ST</sup> TWO YEARS AS SHOWN BELOW

YEAR 3:  
\$950.00

YEAR 4:  
\$950.00

YEAR 5:  
\$950.00

**COR61472**

**Clarification from the facility**

**Clarification #1**

Denmar Correctional Center will furnish the equipment and dig the ditch for the underground telephone line to the staff house. The vendor is responsible for all materials to include conduit and wiring.

**END OF ADDENDUM #3**

## Denmar Correctional Center Telephone Extensions

Warden – Mark Williamson	224	Maintenance Office- Dave Beverage	280
Louanne Riggsby	226	Magistrate Office-David Blankenship	232
Assoc. Warden/Operations – Sylvia Haney	225	Post Office	233
Brent Lucabaugh	237	Recreation Building – Kirk Walton	289
Business Manager-Jimmie Cutlip	227	State Shop –	239
Pat Kerns	228	Store –Keefe	282
Dottie Brock	229	Switchboard – Betty Evans	221
Teresa Dunbrack	271	Training – David Blankenship	232
Assoc. Warden/Programs –Rob Neal	231	Water Plant – Mark Riggsby &	290
Shirley Walker	240	Billy McKenney	
Joyce Cutlip	230	<b>2<sup>nd</sup> Floor Extensions</b>	
Assoc. Warden/Security – Dave Cox	223	Officer’ Station	242
<b>ADD 2 (NEEDS NEW CABLE)</b>		Office/Security	<b>ADD 1 (HAS CABLE)</b>
Angela Layne	263	Lisa Walton – Unit Manager	262
Arts & Crafts- S. Whitt	286	Stephanie Wiley-Case Manager	243
CERT Office	287	Eva Moore – Counselor	261
<b>ADD 2 (NEEDS NEW CABLE)</b>		OA II	278
Coffee Room (Room 109)	238	Chaplain’s Office	<b>ADD 1 (NEEDS NEW CABLE)</b>
Computer Room	273	<b>3<sup>rd</sup> Floor Extensions</b>	
Conference Room (UM)	<b>ADD 1 (HAS CABLE)</b>	Officer’s Station	291
Control Room – Shift Commander	222	Medical Unit	276
	272	Medical Office	275
Elevators- Old wing	283	– Case Manager	264
New wing	284	Jeremy Hall – Counselor	244
Education –Office	288	<b>Med Records</b>	<b>ADD 1 (NEEDS NEW CABLE)</b>
Office	<b>ADD 1 (NEEDS NEW CABLE)</b>	Dentist	<b>ADD 1 (NEEDS NEW CABLE)</b>
Electricity Lab – Dewey Hoover	236	<b>4<sup>th</sup> Floor Extensions</b>	
Facilities Maint. – Robert Toney	274	Officer’s Station	292
Food Service Supervisor – Rex Skidmore	235	Neal Krakover – Case Manager	267
Kitchen	<b>ADD 1 (HAS CABLE)</b>	Dee Morgan – Counselor	268
Staff Dining	234	<b>Multi-Purpose/Visitation Building</b>	
Old Office	<b>ADD 1 (NEEDS NEW CABLE)</b>	In-Processing	265
Front Gate Guard Shack	279	Visitation	<b>ADD 1 (HAS CABLE)</b>
Laundry –	241	ACA-Dave Peacock	266
Maintenance Shop	277	Multi-purpose Office	<b>ADD 1 (HAS CABLE)</b>
AWO – Storage Room	<b>ADD 1 (HAS CABLE)</b>	Training	<b>ADD 1 (NEEDS NEW CABLE)</b>
		<b>Birthing Center</b>	<b>ADD 1 (HAS CABLE)</b>
		<b>Correctional Industries</b>	653-4724
		Office	<b>ADD 1 (NEEDS NEW CABLE)</b>
		Officer	<b>ADD 1 (NEEDS NEW CABLE)</b>
		<b>Basement (Kitchen)</b>	<b>ADD 1 (NEEDS NEW CABLE)</b>
		<b>Staff House</b>	<b>ADD 1 (NEEDS NEW CABLE)</b>

Corporate Headquarters  
2744 Eoff Street  
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Phone: (304) 233-3000  
Fax: (304) 233-9666



WV Lic.# WV013681

BRANCH OFFICES  
Beckley, WV  
St. Albans, WV  
Charleston, WV  
Parkersburg, WV  
Greensburg, PA

MARCH 18, 2011

PAGE 1 OF 2

TELEPHONE SYSTEM PROPOSAL

PROPOSAL SUBMITTED TO: **DENMAR CORRECTIONAL CENTER**  
Attn: Tara Lyle  
HC-64 Box 125  
Hillsboro, WV 24946  
Phone: 304-558-2544

INSTALL EQUIPMENT AT: Same

**NEC UX5000 DIGITAL TELEPHONE SYSTEM:**

- (1) 910018 19" Basic System Package
  - Includes: (1) 910004 19" 6-Blade Chassis
  - (1) 911001 CPU Blade
  - (1) 911038 16-Port Digital Station Blade
- (1) 670510 Wall Mount Bracket
- (1) 911060 Memory Expansion Daughterboard
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- (1) 910526 4-Port / 125-Hour UX-Mail (Expandable to 16-Ports 550-Hours)
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- (1) 911022 Expansion Blade for Expansion Chassis
- (1) SUA2200XL UPS
- (1) SUA48XLBP UPS Battery Pack
- (2) 2133296 Boxes of Category 3 Non/Plenum Cable
- (1) 66-Block w/ Bracket
- (14) 625A2-44 Surface Mount RJ11 Jacks

**TOTAL COST FOR THE ABOVE: \$27,369.00 \***

\* **Note:** If burial cable is needed for the staff house please see option 1.

2-Year Warranty

RECEIVED

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TELEPHONE DIVISION  
STATE OF WV

OPTIONAL EQUIPMENT:

OPTION #1: BURIAL CABLE.....\$2,582.00  
(1) 7525751 BOX OF 6-PAIR BURIAL CABLE  
(2) VIKING VE5X5 HOUSING BOXES  
(2) PORTA 506GT 6-PAIR GAS TUBE LIGHTNING PROTECTORS

OPTION #2: POST WARRANTY MAINTENANCE.....  
2-YEARS COVERED PARTS & LABOR

\$950.00 YEAR AFTER 1<sup>ST</sup> TWO YEARS AS SHOWN BELOW

<u>YEAR 3:</u>	<u>YEAR 4:</u>	<u>YEAR 5:</u>
\$950.00	\$950.00	\$950.00





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  
**COR61472**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**TARA LYLE**  
**304-558-2544**

VENDOR

\*227125730      304-233-3000  
**ADVANCED COMMUNICATIONS**  
**PO BOX 6650**  
**2744 EOFF STREET**  
**WHEELING WV 26003**

SHIP TO

**DENMAR CORRECTIONAL CENTER**  
**HC-64, BOX 125**  
**DENMAR ROAD**  
**HILLSBORO, WV**  
**24946**

DATE PRINTED <b>02/10/2011</b>	TERMS OF SALE .	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 02/22/2011 AT 11:00 AM AT THE DENMAR CORRECTIONAL CENTER LOCATED AT HC 64, BOX 125 HILLSBORO, WV 24946. PLEASE CONTACT SYLVIA HANEY AT 304-653-4201 TO PRE-REGISTER PRIOR TO THE MANDATORY PRE-BID MEETING. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
0001	1	EA		725-57	27,369.00	\$27,369.00
				TELEPHONE SYSTEMS (OVER 60 STATIONS)		
0002	1	EA		939-72-99-000	\$950.00 Year	\$2,850.00
				TELEPHONE MAINTENANCE	2-Yr. Warranty Included	
				MANDATORY PRE-BID	Option #1	Burial Cable \$2,582.00
A MANDATORY PRE-BID WILL BE HELD ON 02/22/2011 AT 11:00 AM IN THE DENMAR CORRECTIONAL CENTER LOCATED AT HC 64, BOX 125 HILLSBORO, WV 24946. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-233-3000	DATE 3-18-11
TITLE President	FEIN 550673459	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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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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**304-558-2544**

VENDOR

\*227125730      304-233-3000  
**ADVANCED COMMUNICATIONS**  
**PO BOX 6650**  
**2744 EOFF STREET**  
**WHEELING WV 26003**

SHIP TO

**DENMAR CORRECTIONAL CENTER**  
**HC-64, BOX 125**  
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**HILLSBORO, WV**  
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DATE PRINTED <b>02/10/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</b></p> <p><b>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</b></p> <p><b>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</b></p> <p><b>INQUIRIES:</b>  <b>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/01/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</b></p> <p><b>TARA LYLE</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-233-3000</b>	DATE <b>3-18-11</b>
TITLE <b>President</b>	FEIN <b>550673459</b>	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  
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# Request for Quotation

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COR61472

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

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 ADVANCED COMMUNICATIONS  
 PO BOX 6650  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2011				

BID OPENING DATE: 03/17/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED FOR MAINTENANCE ONLY 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-233-3000	3-18-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550673459	

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



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PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

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 PO BOX 6650  
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 WHEELING WV 26003

SHIP TO

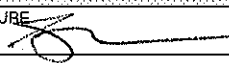
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 HILLSBORO, WV  
 24946

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02/10/2011				

BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-233-3000	DATE 3-18-11
TITLE President	FEIN 550673459	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  
**COR61472**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**TARA LYLE**  
**304-558-2544**

VENDOR

\*227125730      304-233-3000  
 ADVANCED COMMUNICATIONS  
 PO BOX 6650  
 2744 EOFF STREET  
 WHEELING WV 26003

SHIP TO

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2011				

BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p>						

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# Request for Quotation

RFO NUMBER  
**COR61472**

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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02/10/2011				

BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**Request for  
 Quotation**

RFQ NUMBER
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7

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SHIP TO

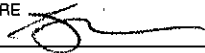
DENMAR CORRECTIONAL CENTER  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/10/2011				

BID OPENING DATE: **03/17/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT	
				REV. 3/88  EXHIBIT 9  NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA  THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:  (1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.  (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.  (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.  REV. 11/96			

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# Request for Quotation

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**COR61472**

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**8**

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**HILLSBORO, WV**  
**24946**

DATE PRINTED <b>02/10/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 10</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1    .. YES. ... ✓ .....</p> <p>NO. 2    .. YES. ... ✓ .....</p> <p>NO. 3    .. .....</p> <p>NO. 4    .. .....</p> <p>NO. 5    .. .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p><i>Fort Henry Realty, Inc. d/b/a</i> COMPANY  <i>Advanced Communications, Inc.</i></p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
	TELEPHONE <b>304-233-3000</b>	DATE <b>3-18-11</b>	
TITLE <b>President</b>	FEIN <b>550673459</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				3-18-11		
				.....DATE		
				REV. 11/96		
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: ... Fort Henry Realty Inc. dba Advanced Communications Co.....		
				CONTRACTORS LICENSE NO.: WV013681		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-233-3000	DATE 3-18-11
TITLE President	FEIN 550673459	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
**COR61472**

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**10**

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BID OPENING DATE: **03/17/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>REQ. NO.:-----COR61472-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-233-3000</b>	DATE <b>3-18-11</b>
TITLE <b>President</b>	FEIN <b>550673459</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **03/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: -----03/17/2011----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-233-9666 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- George Thieroff -----						
***** THIS IS THE END OF RFQ COR61472 ***** TOTAL:						\$27,369.00
					Option #1	Burial Cable
						\$2,582.00
					2-Year Warranty Included	\$950.00
					\$950.00	\$2,850.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**COR61472**  
**WV DIVISION OF CORRECTIONS**  
**DENMAR CORRECTIONAL FACILITY**  
**REQUEST FOR QUOTATION**

**GENERAL INFORMATION**

**Project:**

The Acquisition and Contract Administration Section of the "State" Purchasing Division for the Department of Military Affairs and Public Safety (DMAPS) Division of Corrections, Denmar Correctional Facility, is releasing this Request for Quotations (RFQ) for a telephone system at the Facility located in Hillsboro, West Virginia.

**PROCUREMENT SPECIFICATIONS**

**General Requirements:**

1. Vendor shall provide a telephone system for Denmar Correctional Facility. Vendor shall provide references of at least three (3) clients for which they have installed similar systems.
2. A mandatory on-site pre-bid conference will be held on February 22, 2011, at 11:00 AM at Denmar Correctional Facility. Failure to attend the mandatory pre-bid conference will result in bid disqualification. One individual cannot represent more than one vendor.

**OPERATING ENVIRONMENT**

**Location:**

Facility is located in Pocahontas County at Denmar Correctional Facility in Hillsboro, WV.

**Specifications:**

1. Vendors shall provide a cost quote for a telephone system that will include eighty-five (85) digital telephone sets for administrative staff; a voice processing system that will provide an Automated Attendant and voice mail boxes for all extensions; and, enough line cards for one (1) incoming PRI that will be used for local service dial tone. The system shall be upgradeable, through the use of line and/or station cards, to a minimum of one hundred twenty (120) stations and two (2) PRI's.
2. Fifty-two (52) administrative phones are currently located in the facility and will be replacement for existing extensions. Thirty-three (33) of the administrative phones are to be new extensions and may require new cabling to be run. Since there is no way to determine this upfront, Vendors would have to go onsite and determine if new cabling would be needed to make their system work. One (1) of these digital telephones shall have the ability for Busy Lamp Field (BLF) and Direct Station Select (DSS) for the other eighty-four (84) telephones on the system. The remaining eighty-four (84) digital telephones shall have a minimum of ten (10) programmable buttons. All eighty-five (85) digital telephones shall

- have speakerphone capability, message waiting indicators, minimum 2 line by 16 character LCD, and hold, conference, transfer and redial buttons. The minimum number of programmable buttons shall be increased to accommodate any of these features that are not on fixed buttons. The system shall allow for paging capability through the speakerphone, including the ability to do an "all-page".
3. The voice processing system shall allow for a voice mail box on all eighty-five (85) stations. It shall be programmable to allow for incoming calls to be answered by an automated attendant and allow the caller to enter an extension number and automatically be transferred to that phone. The voice mail boxes and the auto attendant shall both be programmed to allow callers to hit "0" at any time and be transferred to a live operator. The voice processing system shall include a minimum of eight (8) ports and one hundred (100) hours of storage. It should be upgradeable to a minimum of sixteen (16) ports and one hundred sixty (160) hours of storage.
  4. Because of the public safety nature of the Facility's business, vendors shall include in their proposals the cost of a battery backup system that would run the telephone system and voice processing system for a minimum of four (4) hours in the event of a power outage. The system shall also have the ability to designate one phone as a "Power Failure Transfer" phone capable of receiving and making phone calls in the event of a failure of the battery backup to keep the system running. Vendors shall include in their bids the cost of all equipment to make this feature operational at the time of system installation.
  5. Vendors shall not submit bids in response to this RFQ unless they can commit to and demonstrate their ability to be on site within four (4) hours in response to a major outage. A major outage is defined as the main number not ringing in, no one being able to call out, or 10% or more of the stations being out of operation.
  6. Vendors shall include a minimum of one year warranty on all parts and labor as part of their purchase price. Vendors shall also include post-warranty maintenance costs for a five (5) year life of the system.
  7. Vendor shall bid a one-time installation and set up fee and training fee.
  8. Vendor shall provide standard technical support response from support personnel within two (2) hours of service requested.
  9. Vendor shall provide standard technical telephone support to solve operation or technical problems for the 5 year life of the system.
  10. Vendor shall provide and install server and any additional hardware and/or software required to make the telephone system operational.
  11. Delivery shall be within thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide 30-60 minutes instructional training sessions to include all personnel of Denmark Correctional Center in one session on the equipment usage and features upon delivery. Vendor shall include I user's guide for each station on the system.
  12. Within five (5) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Associate Warden for Operation at Denmark Correctional Facility for coordination of the vendor's delivery, installation, and employee in-service training.
  13. The vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the

contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

- 14. Evaluation and award will be made to the responsive and responsible vendor meeting specifications at the lowest grand total amount.
- 15. The vendor shall warrant to the facility all materials and equipment will be new and be of the current year production of manufacturer and manufactured for commercial usage, and that all work will be of good quality and free from faults. Vendor may use existing wiring for the existing 52 extensions, and will need to install new wiring for the 33 new extensions. The vendor will troubleshoot all existing wiring and ensure existing wiring functionality and replace as necessary.
- 16. The vendor shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for Pocahontas County pursuant to West Virginia code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
[Http://www.wvsos.com/adlaw/wagerates/building09.htm](http://www.wvsos.com/adlaw/wagerates/building09.htm)

Vendor will invoice facility upon renewal for maintenance agreement quarterly and payment will be made in arrears.

  
Vendor Signature

Fort Henry Realty Inc. dba  
Advanced Communications Co.

Vendor Name

3-18-11

Date

COR61472

Bid Quotation Form - Denmar Telephone System

Item #	Description	Model	Quantity	Unit Price	Extended Amount
1	Digital Telephones (2x16 LCD, speakers/phone)	91044 12-Button Display w/ 12 Programmable Buttons	84		
			85	\$ 154.70	\$ 12,994.80
2	Line Cards for PRI	911052 T1/PRI & CSU	1	\$756.50	\$ 1,400.00
		910048 24-Button Phone		\$643.50	
		910094 60-Button Console	1	\$178.00	343.00
3	Digital phone with BLF/DSS for 84 ext			165.00	
4	Automated Attendant with voice processing	910526 8-Port/125 Hour IX-Mail	1	\$2,613.00	\$2,613.00
5	Delivery		1	Included	
6	One-time installation or set-up fee		1	-----	\$2,400.00
7	In-service training (Per item 11 in the specifications)		1	Included	Included
8	Year 2 Warranty/Maintenance Agreement		1	Included	Included
9	Year 3 Warranty/Maintenance Agreement		1	-----	\$950.00
10	Year 4 Warranty/Maintenance Agreement		1	-----	\$950.00
11	Year 5 Warranty/Maintenance Agreement		1	-----	\$950.00
12	Battery Back-up Source	SUA 2200XL, UPS SUA 48XLRP Battery Pack	1	\$1,682.00 \$ 778.00	\$ 2,460.00
	Failure to use this form may result in disqualification			<b>GRAND TOTAL:</b>	\$ 27,369.00 *
	Bidder / Vendor Information:				
	Name: Fort Henry Realty Inc. dba Advanced Communications Company	Option#1	Burial Cable	\$2,582.00	
	Address: 2744 Eoff Street		2-Year Warranty Included	\$950.00	\$2,850.00
	Wheeling, WV 26003				
	Phone#: 304-233-3000				
	Email Address: gvag93h@aol.com				

\* This price includes Cabinetry & Cards which were not included in this Bid Quotation Form.  
Please see attached quote for itemized parts list.

RFQ No. COR61472

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: FORT Henry Realty Inc. dba Advanced Communications Co.

Authorized Signature: *Georg Stenroff* Date: March 15, 2011

State of West Virginia

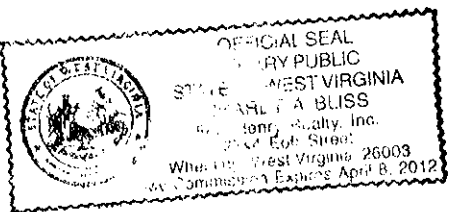
County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 15 day of March, 2011.

My Commission expires April 8, 2012, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Charlie Bliss*







State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Ohio, TO-WIT:

I, George Thieroff, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Fort Henry Realty Inc. dba Advanced Communications Co.; and,  
(Company Name)
- 2. I do hereby attest that Fort Henry Realty Inc. dba Advanced Communications Co.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Fort Henry Realty Inc. dba Advanced Communications Co.  
(Company Name)

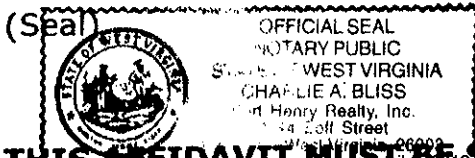
By: George Thieroff

Title: President

Date: 3-15-2011

Taken, subscribed and sworn to before me this 15th day of March 2011.

By Commission expires April 8, 2012



Charlie A. Bliss  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



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  
**COR61472**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE  
 304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BUYER


**DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F&B	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/23/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 03/17/2011 TO 03/23/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 1						
0001	1	EA	725-57	TELEPHONE SYSTEMS (OVER 60 STATIONS)		\$27,369.00
0002	1	EA	939-72-99-000	2-Year Warranty Included	\$950.00	\$2,850.00
				Option #1		Burial Cable \$2,582.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-233-3000 DATE: 3-18-11

TITLE: President FEIN: 550673459 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-8.6).

- 1Q. Will a VoIP phone system be accepted in this bid?
- 1A. *The system is specified as a digital system, the digital system should be able to be upgraded to VOIP feature for future date if requested by the Agency.*
- 2Q. Can we use our subcontractor for all work that requires a contractor's license?
- 2A. *No. All vendors must be licensed and have a bona fide contractor's license.*
- 3Q. Item #2 in specifications. ... "Thirty-three (33) of the administrative phones are to be new extensions and may require new cabling to be run." As Denmar will be using some of the new extensions to replace extensions that may have been damaged or taken out of service; and that Denmar cannot know at this time as to the location of future placement of phones; may I suggest something to this effect: "Thirty-three (33) of the administrative phones are to be new extensions, some of extensions will be installed in locations that are cabled and some locations will require the installation of cable. Of these extensions that will be part of the new installation, Denmar will identify locations that require cable and those that have cable in place. ALL unused extensions are to be marked at the MDF for future use.
- 3A. *Some of the thirty three (33) stations are replacements. New installations require cabling. The facility will identify locations that require cable and those that have cable in place*
- 4Q. System to be equipped with a minimum of \_\_\_ Analog ports. (by my count 6-8 ports is all you need but if I'm the only one with that number, that you should go with the larger)
- 4A. *The system needs to be equipped with a minimum of 12 analog ports. Successful vendor is to attempt to install digital stations in outlying building, if it does not work proceed with analog port stations. The facility will keep any unused analog ports for future use if necessary.*
- 5Q. I don't think this is something that you would need to put out as an "Addendum". As you will have some extra Digital Station, when the system is being installed, ask the Vendor to try a Digital phone at the outlying buildings to see if they will work, that is the ONLY way to know if they will or not.
- 5A. *See answer to "a" above.*

EXHIBIT 10

REQUISITION NO.: ..COR61472

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..... ✓ YES

NO. 2 ..... ✓ YES

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



.....  
SIGNATURE

.....  
Fort Henry Realty Inc. dba Advanced Communications Co.

COMPANY

.....  
3-18-11

DATE

Request for Proposal No.

SIGN IN SHEET

PLEASE PRINT

Page 1 of 1  
Date: 2/22/11

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Netronom Communications</u> Rep: <u>Kathy Smith</u> Email Address: <u>ksmith@netronom.com</u>	<u>2801 Virginia Ave</u> <u>Harrieton WV 25526</u>	PHONE <u>304-562-4700</u> TOLL FREE FAX <u>304-562-0610</u>
Company: <u>Verizon (Verizon Business)</u> Rep: <u>Louise Host</u> Email Address: <u>louise.host@verizon-business.com</u>	<u>827 Fairmont Rd</u> <u>Suite 204</u>	PHONE <u>304-284-0502</u> TOLL FREE FAX <u>304-294-0520</u>
Company: <u>STI Networks</u> Rep: <u>Rich Grader</u> Email Address: <u>rich.grader@sti-networks.net</u>	<u>Po Box 814</u> <u>Proctorville, OH 43969</u>	PHONE <u>740-886-3315</u> TOLL FREE <u>800-422-8848</u> FAX <u>740-886-7391</u>
Company: <u>Ft Henry Realty &amp; Business Services</u> Rep: <u>Lyle Collins</u> Email Address: <u>L.Collins@FRCentral.com</u>	<u>Po Box 6650</u> <u>2794 EDD St</u> <u>Chesling WV 26003</u>	PHONE <u>304-235-3000</u> TOLL FREE <u>1-800-336-4933</u> FAX <u>1-304-233-9666</u>
Company: <u>Powery</u> Rep: <u>Russell Squizzato</u> Email Address: <u>Russell.Squizzato@Powery.com</u>	<u>4013 W. WASHINGTON ST</u> <u>CHANDLER, WV 25813</u>	PHONE <u>304-746-4484 x5700</u> TOLL FREE FAX <u>800-650-1703</u>

Request for Proposal No.

SIGN IN SHEET

PLEASE PRINT

Page \_\_\_\_\_ of \_\_\_\_\_  
Date: \_\_\_\_\_

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	<i>Alphie Tekalos Inc</i>	<i>1000 Ashland Drive</i>	PHONE (304) 201-9485
Rep:	<i>John Appleby, Jr</i>	<i>Marshall, WV</i>	TOLL FREE
Email Address:	<i>jappleby@alphie-tek.com</i>		FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

Fort Henry Realty, Inc. dba  
Advanced Communications Co.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of Wheeling, West Virginia, as Principal, and Erie Insurance  
P&C Co of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Pennsylvania with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5% of Bid (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Telephone System and cabeling of Denmar Correctional Center

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of March, 2011.

Principal Corporate Seal

Fort Henry Realty, Inc. dba  
Advanced Communications Co.

(Name of Principal)

By Bryan Stueffert  
(Must be President or Vice President)

President  
(Title)

Surety Corporate Seal

Erie Insurance P&C Co.  
(Name of Surety)

John Baller  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**





ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

John Billie and Joyce Wright

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 10th day of April, 1996 and said Resolution has not been amended or repealed:

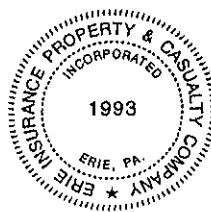
'Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof.'

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and said Resolution has not been amended or repealed:

'Resolved, that the signature of Stephen A. Milne, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company.'

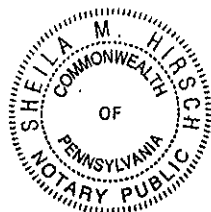
IN WITNESS WHEREOF, the ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 12th day of June, 2000.



Signature of Stephen A. Milne
Stephen A. Milne
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 12th day of June, A.D. 2000, before me personally came Stephen A. Milne, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch
My commission expires June 27, 2004
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Signature of J. R. Van Gorder
J. R. Van Gorder, Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 18th day of March 20 11



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  
 COR61472

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DENMAR CORRECTIONAL CENTER  
 HC-64, BOX 125  
 DENMAR ROAD  
 HILLSBORO, WV  
 24946

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/15/2011				

BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO CLARIFY THE POWER FAILURE TRANSFER FEATURE.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	EA	725-57	TELEPHONE SYSTEMS (OVER 60 STATIONS)	-----	\$27,369.00
0002	1	EA	939-72-99-000	TELEPHONE MAINTENANCE	\$950.00 Year	\$2,850.00
				2-Year Warranty Included	Option #1	Burial Cable \$2,582.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-233-3000	DATE 3-18-11
TITLE President	FERN 550673459	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.
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5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

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

**ADDENDUM NO. 2**

**COR61472**

- 1Q. In regards to Item #4, how does the customer want the Power Failure Transfer feature to work in case of a power outage and failure of the UPS. Since the bid is only listing a PRI circuit and this circuit requires power, the customer would not be able to use a PFI phone unless a Loop Start Central Office line outside of the PRI circuit was provided. Please let me know once you find out how they would like for this to work.
  
- 1A. Fax lines will be used for emergency backup if everything fails in the scenario raised by the question above.

**EXHIBIT 10**

**REQUISITION NO.:** COR61472 .....

**ADDENDUM ACKNOWLEDGEMENT**

**I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.**

**ADDENDUM NO.'S:**

**NO. 1** .....  **YES**

**NO. 2** .....  **YES**

**NO. 3** .....

**NO. 4** .....

**NO. 5** .....

**I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.**



.....  
**SIGNATURE**

Fort Henry Realty Inc. dba Advanced Communications Co.  
.....

**COMPANY**

3-18-11  
.....

**DATE**

**Corporate Headquarters**  
2744 Eoff Street  
P.O. Box 6650  
Wheeling, WV 26003  
Phone: (304) 233-3000  
Fax: (304) 233-9666



WV Lic.# WV013681

**BRANCH OFFICES**  
Beckley, WV  
St. Albans, WV  
Charleston, WV  
Parkersburg, WV  
Greensburg, PA

**ACC REFERENCE LIST FOR NEC UX5000:**

- (1) Straub Automotive Group  
200 Straub Drive  
Triadelphia, WV 26059  
Phone: 304-233-2222  
Contact: Ginger Fato
  
- (2) Children's Home Of Wheeling  
1 Orchard Road  
Wheeling, WV 26003  
Phone: 304-233-2367  
Contact: Louise Parea
  
- (3) Raleigh County Emergency Service Authority  
911 Center Administrative Offices  
Beckley, WV 25801  
Phone: 304-255-0911  
Contact: Jack Bowden

**Corporate Headquarters**  
2744 Eoff Street  
P.O. Box 6650  
Wheeling, WV 26003  
Phone: (304) 233-3000  
Fax: (304) 233-9666



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Charleston, WV  
Parkersburg, WV  
Greensburg, PA

**SERVICE & TECHNICAL SUPPORT POLICIES:**

- ACC agrees to have a technician on site within (4) hours in response to a major outage, and agrees with the standards being used to define a major outage.
- ACC agrees to have a service representative available at all times for contact. Our service department is a manned 24-hour 7-day a week position.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV013681

**Classification:**

SPECIALTY

FORT HENRY REALTY INC  
DBA ADVANCED COM CO  
PO BOX 6650  
WHEELING, WV 26003-0644


**Date Issued**

APRIL 27, 2010

**Expiration Date**

APRIL 27, 2011

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.