



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

Request for Quotation

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| RFQ NUMBER |
| CPHONE07 |

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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

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 09/07/2006 | | | | |

BID OPENING DATE: 09/28/2006 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | EA | | 985-77 | | |
| REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE INFORMATION TECHNOLOGY DIVISION AND THE CHIEF TECHNOLOGY OFFICER FOR CELL PHONE SERVICE FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. QUESTIONS: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH SEPTEMBER 18, 2006. QUESTIONS SHOULD BE DIRECTED TO: BETTY FRANCISCO, SENIOR BUYER PURCHASING DIVISION P. O. BOX 50130 CHARLESTON, WV 25305 - 0130 FAX: 304-558-4115 E-MAIL: BFRANCISCO@WVADMIN.GOV NOTE: E-MAIL QUESTIONS ARE PREFERRED. AFTER THE DATE SHOWN, ONLY QUESTIONS CONCERNING BID SUBMISSION SHALL BE ACCEPTED. SEE THE ATTACHED CPHONE07 SPECIFICATIONS | | | | | | |
| STATEWIDE CONTRACT FOR CELL SERVICE | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| 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.

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. **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



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 304-558-0468

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

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| <p>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> <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> | | | | | | |

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| <p>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>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</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</p> | | | | | | |

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| <p>REASON CHECKED:</p> <p>() 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 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 & 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</p> | | | | | | |

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| <p>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: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</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> | | | | | | |

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| AN ORIGINAL, SIGNED BID AND TEN (10) CONVENIENCE COPIES MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | | | | | |
| BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID | | | | | | |
| BUYER:-----BETTY L. FRANCISCO - FILE 42----- RFQ. NO.:-----CPHONE07----- BID OPENING DATE:---09/28/06----- 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): ----- | | | | | | |

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STATE OF WV

CELL PHONE

PART 1

GENERAL INFORMATION:

The purpose of this RFQ is to seek bids from interested 2005 Gartner Wireless Magic Quadrant rated vendor(s) to provide a statewide cellular telephone contract. The State will also accept bids from vendor(s) currently providing cellular service to the State. State agencies currently utilize cellular services from several different vendor(s). They include, but are not limited to: Cingular, Alltel, US Cellular, Sprint, Nextel, Cellular One and Ntelos.

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.

This contract **may** consist of awards to **multiple vendor(s)** required to cover all features as described in the RFQ and all geographic areas of West Virginia in which the State needs service. As a result of this RFQ, the vendor meeting the mandatory requirements with the lowest cost will be considered the Prime Vendor. The other vendors meeting the mandatory requirements will be ranked by their cost, lowest to highest. Agencies needing cellular services will obtain service from the Prime Vendor as long as the Prime Vendor can provide the service requirements and features that meet the needs of the agency. Agencies that need cellular services in geographic locations (or have service requirements) that cannot be served by the **Prime Vendor** shall obtain service from the vendor with the next lowest cost and so on. All purchases will be directed to the Prime Vendor unless, in limited instances, that vendor cannot provide required features or coverage

The State reserves the right to award to one vendor or to split award to multiple vendors based on what is in the best interest of the State.

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service, outside of the terms and conditions of any contract resulting from an award of this RFQ. The Vendor(s) may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

The vendor(s) 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(s) to be the sole point of contact with regard to all contractual matters. The vendor(s)

may enter into written subcontracts for performance of work under the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

The State of WV presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, and approximately 200 data devices (Blackberries, Treos and similar data devices).

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 RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint" and when not included in the package plan chosen. Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.

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 proven. Only vendor(s) awarded contracts from the original RFQ 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.

If the vendor offers different network technologies, i.e.: GSM, iDen, CDMA, etc., the vendor is required to submit a separate response for each network technology.

PART 2

| # | <p align="center">REQUIREMENTS</p> <p align="center">Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, and 4.4. Failure to meet all of these mandatory requirements shall result in disqualification”</p> | <p align="center">VENDOR MEETS OR EXCEEDS</p> | <p align="center">VENDOR DOES NOT MEET</p> |
|-----------------------|---|--|---|
| | | (Must mark one) | |
| VOICE AND DATA | | | |
| 2.1 | All state entities that utilize the services resulting from this RFQ shall receive a basic cellular telephone, at no charge to the State. This includes the handset, battery, A/C Charger, D/C power cord and user’s manual. | | |
| 2.2 | All equipment including but not limited to handset, battery, antennas, etc. provided under the terms of this agreement, shall be new and have a one year manufacturers warranty. No used or refurbished equipment will be accepted. | | |
| 2.3 | Vendor(s) shall offer the following features at no cost as the basic service: | | |
| 2.3.1 | Call Forwarding | | |
| 2.3.2 | Call Waiting | | |
| 2.3.3 | Three-Way Calling | | |
| 2.3.4 | Mobile to Mobile calling | | |
| 2.3.5 | Voice Mail | | |
| 2.3.6 | Statewide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states | | |
| 2.3.7 | Caller ID | | |
| 2.3.8 | Hands-free capable | | |
| 2.3.9 | Text Messaging capable phone | | |
| 2.3.10 | Free Nights (beginning 9:00 p.m. M-Th) and Weekends (beginning 9:00 p.m. Fridays) within the continental United States. | | |
| 3 | 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. | | |
| 3.1 | The vendor must support at least one of the following email systems: | | |
| | Novell GroupWise | | |

| # | REQUIREMENTS Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, and 4.4. Failure to meet all of these mandatory requirements shall result in disqualification” | VENDOR MEETS OR EXCEEDS | VENDOR DOES NOT MEET |
|--|--|----------------------------------|-------------------------------|
| | | (Must mark one) | |
| | Microsoft Exchange | | |
| | Lotus Notes | | |
| 3.2 | The vendor must support at least one of the following types of hardware: | | |
| | Blackberry | | |
| | Treo | | |
| | Windows Mobile | | |
| 4.1 | 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. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones requested in this RFQ. | | |
| 4.2 | All devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting. | | |
| 4.3 | Vendor(s) shall offer “air cards” that allow for wireless data services for laptop or notebook computers. | | |
| 4.4 | The State intends to retain the cellular numbers currently used with the expectation that the winning vendor(s) would manage porting as required. | | |
| ENHANCED ITEMS (Vendor must provide one or more. Failure to meet at least one of 5.1, 5.2, 5.3 or 5.4 shall result in disqualification) | | | |
| 5.1 | Camera Phone allows a cell phone to be used as a camera. | | |
| 5.2 | Push to Talk feature allows a cell phone to be used as if it is a walkie talkie. | | |
| 5.3 | The ability to rollover unused minutes from one month to the next. | | |

| | | | |
|--|---|--|--|
| 5.4 | The 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. | | |
| <p>ADDITIONAL SERVICES (Vendor must provide or plan to provide one or more. Failure to meet at least one of 6.1, 6.2, or 6.3 shall result in disqualification))</p> | | | |
| 6.1 | Offer or plan to offer a service(s) that 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. | | |
| 6.2 | "Amber Alert" capable equipment. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature. | | |
| 6.3 | Offer or plan to offer Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency. 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 <u>ONLY</u> TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS. | | |
| <p>TRAINING (Vendor must provide the following. Failure to agree shall result in disqualification)</p> | | | |
| 7.1 | The vendor must provide "train the trainer" training for procurement officers, or other appropriate agency | | |

| | | | |
|---|--|--|--|
| | personnel, to clearly understand the ordering, billing and invoicing processes. | | |
| ORDERING, BILLING, SERVICE AND SUPPORT (Vendor must meet 8.1 through 8.17. Failure to agree shall result in disqualification) | | | |
| 8.1 | The Vendor(s) shall provide activation of new service, or portability services at no additional charge. | | |
| 8.2 | Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support. | | |
| 8.3 | Vendor shall repair or replace any malfunctioning units with equipment equal to, or better than, the original unit. | | |
| 8.4 | If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) shall provide replacement devices free of charge prior to the new services becoming available. | | |
| 8.5 | 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 a format mutually agreed upon by the State and the vendor. | | |
| 8.6 | 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. | | |
| 8.7 | State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency. | | |
| 8.8 | 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.) | | |
| 8.9 | Billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on 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: | | |
| | *mandatory | | |
| | 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 | | |
| | Plan level | | |
| | *Number called | | |
| | Duration of call or size of data transmission | | |
| | *Date and time of call or data transaction | | |
| | *Cost of call or data transmission | | |
| | *Overage charges, if applicable | | |
| | Fees | | |
| 8.10 | 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. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor. | | |
| 8.11 | Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies. | | |
| 8.12 | Vendor(s) shall work directly with the agencies to promptly resolve billing issues. | | |
| 8.13 | 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. | | |
| 8.14 | 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 in responses to this RFQ 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. | | |
| 8.15 | List applicable fees Mo. Amount | Name of Fee | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PART 3**COST:**

- 3.1 Vendor must respond to one (1) or more of the following pricing plan alternatives: The State shall reserve the right to combine all three plans to select the Prime Vendor or shall split award and have a Prime Vendor for each plan.
- 3.1.1 Conventional Plans - Please provide conventional (minute bucket) pricing alternatives. Vendor(s) must complete four-part scenario cost attachment. (Attachment A)
 - 3.1.2 Pooled Plans - Please provide pricing information on pooling plans. Vendor(s) must complete attached cost sheet. (Attachment B)
 - 3.1.3 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 C)
 - 3.1.4 Data Cost Sheet – Please provide pricing information on the cost for PDA data usage. The vendor shall provide the device and a plan that includes unlimited data usage with no roaming charges within the Continental United States. Vendor(s) must complete attached cost sheet. (Attachment D)

Vendor(s) shall attach price lists for all available calling plans, data plans, additional features/services, optional devices and accessories. Including, but not limited to: Belt clips, hands-free kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.

ATTACHMENT A-1

ATTACHMENT A

VOICE COST SHEET

(Scenario 1-4, Conventional plans)

ATTACHMENT A-2

EXAMPLE ONLY**Scenario # 1: (10% of State's estimated 2900 users)**

This example shows that the vendor offers a 75 minutes conventional plan and meets the State's required minimum.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|--|------------------|---------------------------------|---|---|
| 1. Included minutes ^a | 75 | N/A | # <i>75</i> | # <i>75</i> |
| 2. Monthly Plan Cost ^b | N/A | N/A | \$ <i>10.00</i> | \$ <i>8.00</i> |
| 3. Cost per additional minute (over included minutes) ^c | 30 | \$ <i>.05</i> | \$ <i>1.50</i> (Required minimum x unit cost) | \$ <i>1.50</i> (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) ^d | 30 | \$ <i>.10</i> | \$ <i>3.00</i> (Required minimum x unit cost) | \$ <i>3.00</i> (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") ^e | 30 | \$ <i>.08</i> | \$ <i>2.40</i> (Required minimum x unit cost) | \$ <i>2.40</i> (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ <i>16.90</i> | \$ <i>14.90</i> |
| Scenario #1 Total: (sub-total x 290) | N/A | N/A | \$ <i>4901.00</i> | \$ <i>4321.00</i> |

Information in italics indicates the vendor's response.

^a This is the number of minutes in the vendor's conventional plan used for this scenario.

^b This is the vendor's conventional monthly plan cost used for this scenario.

^c This is the vendor's cost per additional minute over the number of minutes in the vendor's conventional plan (30 minutes x .05 per minute = \$1.50).

^d This is the vendor's cost per minute when placing long distance calls outside the "home area" (30 minutes x .10 per minute = \$3.00).

^e This is the vendor's cost per minute when placing roaming calls outside the "home area" (30 minutes x .08 per minute = \$2.40).

ATTACHMENT A-3

Scenario # 1: (10% of State's estimated 2900 users)

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------------|--------------------------------------|--------------------------------------|
| 1. Included minutes | 75 | N/A | # | # |
| 2. Monthly Plan Cost | N/A | N/A | \$ | \$ |
| 3. Cost per additional minute (over included minutes) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ | \$ |
| Scenario #1 Total: (sub-total x 290) | N/A | N/A | \$ | \$ |

ATTACHMENT A-4

EXAMPLE ONLY**Scenario # 2: (50% of State's estimated 2900 users)**

This example shows that the vendor's conventional plan exceeds the 250 minutes required by the State by offering 275 minutes.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|--|------------------|---------------------------------|--|--|
| 1. Included minutes ^f | 250 | N/A | # 275 | # 275 |
| 2. Monthly Plan Cost ^g | N/A | N/A | \$ 20.00 | \$ 18.00 |
| 3. Cost per additional minute (over included minutes) ^h | 30 ⁱ | \$.05 | \$.25 (Required minimum x unit cost) | \$.25 (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) ^j | 30 | \$.10 | \$ 3.00 (Required minimum x unit cost) | \$ 3.00 (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") ^k | 30 | \$.08 | \$ 2.40 (Required minimum x unit cost) | \$ 2.40 (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ 25.65 | \$ 23.65 |
| Scenario #2 Total: (sub-total x 1450) | N/A | N/A | \$ 37192.50 | \$ 34292.50 |

^f This is the number of minutes in the vendor's conventional plan used for this scenario.

^g This is the vendor's conventional monthly plan cost used for this scenario.

^h This is the vendor's cost per additional minute over the number of minutes in the vendor's conventional plan (5 minutes x .05 per minute).

ⁱ Since the vendor's conventional plan offered 25 minutes above the required minimum, the vendor would only need to include 5 additional minutes (30 minutes – 25 minutes).

^j This is the vendor's cost per minute when placing long distance calls outside the "home area" (30 minutes x .10 per minute).

^k This is the vendor's cost per minute when placing roaming calls outside the "home area" (30 minutes x .08 per minute).

Information in italics indicates the vendor's response.

ATTACHMENT A-5

Scenario # 2: (50% of State's estimated 2900 users)

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------------|--------------------------------------|--------------------------------------|
| 1. Included minutes | 250 | N/A | # | # |
| 2. Monthly Plan Cost | N/A | N/A | \$ | \$ |
| 3. Cost per additional minute (over included minutes) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ | \$ |
| Scenario #2 Total: (sub-total x 1450) | N/A | N/A | \$ | \$ |

EXAMPLE ONLY

Scenario # 3: (30% of State's estimated 2900 users)

This example shows that the vendor offers a 475 minutes conventional plan and does not meet the State's required minimum. Therefore, the vendor will need to include 25 additional minutes.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|--|------------------|---------------------------------|---|---|
| 1. Included minutes ^l | 500 | N/A | # <i>475</i> | # <i>475</i> |
| 2. Monthly Plan Cost ^m | N/A | N/A | \$ <i>30.00</i> | \$ <i>28.00</i> |
| 3. Cost per additional minute (over included minutes) ⁿ | 30 ^o | \$ <i>.05</i> | \$ <i>2.75</i> (Required minimum x unit cost) | \$ <i>2.75</i> (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) ^p | 30 | \$ <i>.10</i> | \$ <i>3.00</i> (Required minimum x unit cost) | \$ <i>3.00</i> (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") ^q | 30 | \$ <i>.08</i> | \$ <i>2.40</i> (Required minimum x unit cost) | \$ <i>2.40</i> (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ <i>38.15</i> | \$ <i>36.15</i> |
| Scenario #1 Total: (sub-total x 870) | N/A | N/A | \$ <i>33190.50</i> | \$ <i>31450.50</i> |

Information in italics indicates the vendor's response.

^l This is the number of minutes in the vendor's conventional plan used for this scenario.

^m This is the vendor's conventional monthly plan cost used for this scenario.

ⁿ This is the vendor's cost per additional minute over the number of minutes in the vendor's conventional plan (30 minutes x .05 per minute = \$1.50).

^o Since the vendor's conventional plan offered 25 minutes less than the required minimum, the vendor would need to include 25 additional minutes (30 minutes + 25 minutes = 55 minutes).

^p This is the vendor's cost per minute when placing long distance calls outside the "home area" (30 minutes x .10 per minute = \$3.00).

^q This is the vendor's cost per minute when placing roaming calls outside the "home area" (30 minutes x .08 per minute = \$2.40).

ATTACHMENT A-7
Scenario # 3: (30% of State's estimated 2900 users)

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if applicable) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------|--------------------------------------|--------------------------------------|
| 1. Included minutes | 500 | N/A | # | # |
| 2. Monthly Plan Cost | N/A | N/A | \$ | \$ |
| 3. Cost per additional minute (over included minutes) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$ | \$ (Required minimum x unit cost) | \$ (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$ | \$ |
| Scenario #3 Total: (sub-total x 870) | N/A | N/A | \$ | \$ |

EXAMPLE ONLY

Scenario # 4: (10% of State's estimated 2900 users)

This example shows that the vendor offers a 475 minutes conventional plan and does not meet the State's required minimum. Therefore, the vendor will need to include 25 additional minutes.

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if applicable) | Vendor(s) 1 year Plan Response | Vendor(s) 2 year Plan Response |
|--|------------------|---------------------------|--------------------------------|--------------------------------|
| 1. Included minutes ^f | Unlimited | N/A | Unlimited | Unlimited |
| 2. Monthly Plan Cost ^g | N/A | N/A | \$ 40.00 | \$ 38.00 |
| Scenario #4 Total: (monthly cost x 290) | N/A | N/A | \$ 11600.00 | \$ 11310.00 |

TOTALS^t

**Cost Totals:
One Year Plan**

**Cost Totals:
Two Year Plan**

Scenario #1 \$ 4901.00

Scenario #1 \$ 4321.00

Scenario #2 \$ 37192.50

Scenario #2 \$ 34292.50

Scenario #3 \$ 33190.50

Scenario #3 \$ 31450.50

Scenario #4 \$ 11600.00

Scenario #4 \$ 11310.00

GRAND TOTAL: \$ 86884.00

GRAND TOTAL: \$ 81374.00

^f This is the number of minutes in the vendor's conventional plan used for this scenario.

^g This is the vendor's conventional monthly plan cost used for this scenario.

^t These totals are carried over from each of the scenarios (1-4) and added together for a grand total for the conventional plans.

Scenario # 4: (10% of State's estimated 2900 users)

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if applicable) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|--|------------------|---------------------------|-------------------------------|--------------------------------|
| 1. Included minutes | Unlimited | N/A | Unlimited | Unlimited |
| 2. Monthly Plan Cost | N/A | N/A | \$ | \$ |
| Scenario #4 Total: (monthly cost x 290) | N/A | N/A | \$ | \$ |

TOTALS

**Cost Totals:
One Year Plan**

Scenario #1 \$ _____

Scenario #2 \$ _____

Scenario #3 \$ _____

Scenario #4 \$ _____

GRAND TOTAL: \$ _____

**Cost Totals:
Two Year Plan**

Scenario #1 \$ _____

Scenario #2 \$ _____

Scenario #3 \$ _____

Scenario #4 \$ _____

GRAND TOTAL: \$ _____

EXAMPLE

ATTACHMENT B

POOLED CALLING PLAN - 1 year pricing

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Column A Plan Features (included in 2.3) | Column B Required Minimum | Column C Vendor(s) 1 year Plan Response (Monthly base cost for 2 lines) | Column D Cost per additional minute (over included minutes) | Column E Monthly Per line charge, if applicable. (If not applicable enter 0) | Column F Maximum # of lines (Column A) - 2 lines (included in Column C) x Monthly per line charge (Column E) If not applicable, enter 0 | Column G Total Monthly Cost - 1 year plan (Column C + Column F) | Column I Total 1 Year Cost - (Column G x 12 months) | Column J Rollover Minutes? (Yes or No) |
|---|---------------------------------|---|---|---|---|---|--|--|
| Up to 10 lines | 100 minutes | \$ 20.00 | \$.10 | \$ 5.00 | \$ 40.00 ^u | \$ 60.00 | \$ 720.00 | Yes |
| Up to 10 lines | 750 minutes | \$ 30.00 | \$.10 | \$ 5.00 | \$ 40.00 ^v | \$ 70.00 | \$ 840.00 | Yes |
| Up to 15 lines | 3750 minutes | \$ 40.00 | \$.10 | \$ 5.00 | \$ 65.00 ^w | \$ 105.00 | \$ 1260.00 | Yes |
| Up to 20 lines | 10,000 minutes | \$ 50.00 | \$.10 | \$ 5.00 | \$ 90.00 ^x | \$ 140.00 | \$ 1680.00 | Yes |
| Up to 50 lines | 30,000 minutes | \$ 60.00 | \$.10 | \$ 5.00 | \$ 240.00 ^y | \$ 300.00 | \$ 3600.00 | Yes |
| GRAND TOTAL | N/A | N/A | N/A | N/A | N/A | N/A | \$ 8100.00 | N/A |

^u Maximum number of lines (Column A) - 2 lines (Column C) x monthly line charge (Column E) = Column F (10 lines - 2 lines x \$5.00 = \$40.00)
^v Maximum number of lines (Column A) - 2 lines (Column C) x monthly line charge (Column E) = Column F (10 lines - 2 lines x \$5.00 = \$40.00)
^w Maximum number of lines (Column A) - 2 lines (Column C) x monthly line charge (Column E) = Column F (15 lines - 2 lines x \$5.00 = \$65.00)
^x Maximum number of lines (Column A) - 2 lines (Column C) x monthly line charge (Column E) = Column F (20 lines - 2 lines x \$5.00 = \$90.00)
^y Maximum number of lines (Column A) - 2 lines (Column C) x monthly line charge (Column E) = Column F (50 lines - 2 lines x \$5.00 = \$240.00)

ATTACHMENT B-2

ATTACHMENT B

POOLED CALLING PLAN - 1 year pricing

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Column A Plan Features (included in 2.3) | Column B Required Minimum | Column C Vendor(s) 1 year Plan Response (Monthly base cost for 2 lines) | Column D Cost per additional minute (over included minutes) | Column E Monthly Per line charge, if applicable. (If not applicable enter 0) | Column F Maximum # of lines (Column A) - 2 lines (included in Column C) x Monthly per line charge (Column E) If not applicable, enter 0 | Column G Total Monthly Cost - 1 year plan (Column C + Column F) | Column I Total 1 Year Cost -- (Column G x 12 months) | Column J Rollover Minutes? (Yes or No) |
|---|---------------------------------|---|---|---|---|---|---|--|
| Up to 10 lines | 100 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 10 lines | 750 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 15 lines | 3750 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 20 lines | 10,000 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 50 lines | 30,000 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| GRAND TOTAL | N/A | N/A | N/A | N/A | N/A | N/A | \$ | N/A |

ATTACHMENT B-3

ATTACHMENT B

POOLED CALLING PLAN - 2 year pricing

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Column A Plan Features (included in 2.3) | Column B Required Minimum | Column C Vendor(s) 2 year Plan Response (Monthly base cost for 2 lines) | Column D Cost per additional minute (over included minutes) | Column E Monthly Per line charge, if applicable. (If not applicable enter 0) | Column F Maximum # of lines (Column A) - 2 lines (included in Column C) x Monthly per line charge (Column E) If not applicable, enter 0 | Column G Total Monthly Cost - 2 year plan (Column C + Column F) | Column I Total 1 Year Cost - (Column G x 24 months) | Column J Rollover Minutes? (Yes or No) |
|---|---------------------------------|---|---|---|---|---|--|--|
| Up to 10 lines | 100 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 10 lines | 750 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 15 lines | 3750 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 20 lines | 10,000 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| Up to 50 lines | 30,000 minutes | \$ | \$ | \$ | \$ | \$ | \$ | |
| GRAND TOTAL | N/A | N/A | N/A | N/A | N/A | N/A | \$ | N/A |

EXAMPLE

ATTACHMENT C

FLAT RATE/"PAY AS YOU GO" CALLING PLAN

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Plan Features (included in 2.3) | Required Minimum | Vendor(s) 1 year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|--------------------------------|--------------------------------|
| 1. Monthly Service Fee per line (if applicable) | N/A | \$ 5.00 | \$ 2.50 |
| 2. Cost per minute | N/A | \$.20 | \$.10 |
| 3. 100 minutes of usage (estimate) (multiply cost per minute x 100) | N/A | \$ 2.00 | \$ 1.00 |
| Total: (add 1+3) | N/A | \$ 7.00 | \$ 3.50 |

ATTACHMENT C

FLAT RATE/"PAY AS YOU GO" CALLING PLAN

Note: Plan includes no long distance and no roaming charges within the continental United States.

| Plan Features (included in 2.3) | Required Minimum | Vendor(s) 1 year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|--------------------------------|--------------------------------|
| 1. Monthly Service Fee per line (if applicable) | N/A | \$ | \$ |
| 2. Cost per minute | N/A | \$ | \$ |
| 3. 100 minutes of usage (estimate) (multiply cost per minute x 100) | N/A | \$ | \$ |
| Total: (add 1+3) | N/A | \$ | \$ |

ATTACHMENT D

**DATA COST SHEET
(for PDA data usage)**

**VENDOR SHOULD IDENTIFY DEVICE TYPE BEING QUOTED
(such as Blackberry, Treo or Windows Mobile)**

Scenario #1: _____ **Device:** _____

**Plan includes unlimited data usage with no roaming charges within the
Continental United States.**

| | Required Minimum | Vendor(s) 1 year Plan Response | Vendor(s) 2 year Plan Response |
|------------------------------|------------------|--------------------------------|--------------------------------|
| Included in Plan | Unlimited | N/A | N/A |
| 1. Monthly Charge | N/A | \$ | \$ |
| Total: (Monthly Charge x 12) | N/A | \$ | \$ |

**Cost Totals:
One Year Plan**

**Cost Totals:
Two Year Plan**

Scenario #1 \$ _____

Scenario #1 \$ _____

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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 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: _____

Authorized Signature: _____ Date: _____