



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
DPS0707

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2006				

BID OPENING DATE: **11/29/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN OPEN-END CONTRACT FOR PAGING SERVICE.						
ATTACHMENTS:						
1. SPECIFICATIONS						
2. BID FORMT						
3. AFFIDAVIT						
0001	1	LS		915-05		
PAGING SERVICE						
EXHIBIT 3						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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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4124 KANAWHA TURNPIKE
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BID OPENING DATE: **11/29/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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>REV. 04/11/2001 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-</p>						

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				<p>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 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</p>		

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<p>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 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 style="text-align: right;">BIDDER: -----</p>						

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<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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: _____</p> <p>RFQ. NO.: _____</p> <p>RON PRICE-----</p> <p>DPS0707-----</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-0492

VENDOR
 *709041625 304-366-1300
 WV PAGING
 RT 8 BOX 343
 FAIRMONT WV 26554

SHIP TO
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 SOUTH CHARLESTON, WV
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BID OPENING DATE: **11/29/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:	NOVEMBER 29, 2006-----	
				BID OPENING TIME:	1:30 PM-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0707 ***** TOTAL: _____						

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Item #6 Rental of Motorola Wordline or
comparable pager, per month

Item #7 Purchase of Motorola Wordline
or comparable pager

The above enumerated charges and prices are the only fees which will be payable under this contract. Vendors shall not include any "one time set-up fees" or extra charges for alpha service. Any charges of this nature shall be included in the prices quoted above.

Bid evaluation will be based on the best value to the state and the state reserves the right to make multiple or split awards based on the best value. An award will be made for each and every item in whole or in part, assuming acceptable bids are received. Since a separate award may be made for each and every coverage, estimated usage will not be a factor in bid evaluation. Vendors are encouraged to submit quotes for any regional coverage they offer. Bids will not be rejected for failure to provide all coverage's sought.

**REGIONAL CALLING AREAS (Charleston, Clarksburg, and Hagerstown, MD) are taken from the April 2006 edition of the Verizon Telephone Book covering Kanawha and Putnam counties, as per the attachment.

BID SPECIFICATIONS – DPS 0707
DIGITAL PAGING SERVICE
WEST VIRGINIA STATE POLICE
BID OPENING DATE: November 29, 2006; 1:30 PM

General Information

The West Virginia State Police wish to establish a contract to obtain a digital (alpha and numeric) paging service throughout West Virginia, inclusive of all 55 counties. The ideal vendor would be able to provide 100% saturation coverage (alpha or numeric messaging) for the entire state, on a year round basis. Failing this, prospective vendors should clearly state, in unequivocal terms, exactly what their respective coverage areas are.

1. The West Virginia State Police currently own approximately 200 Motorola Brand pagers which operate on 152.4800 MHz frequency. Prospective vendors must be able to provide service utilizing this equipment on the same frequency, with no reprogramming of the units required. If another frequency or different equipment is required, it should be clearly stated in your proposal and pagers will be provided at no additional charge.
2. Prospective vendors are encouraged to include lesser coverage options and/or spot coverage options in addition to their wide area coverage, as some agency personnel will not need statewide coverage – See Items 3-5 below and on the attached bid form.

Price Quotes

- | | |
|---------|---|
| Item #1 | Statewide coverage via toll free number;;
Specify the number of “free” calls and
the price per call above this threshold,
Free calls must be aggregated between
all pagers activated. |
| Item #2 | Nationwide coverage via “Network USA”
or comparable company, the service
offered must function with all pagers
currently owned. |
| Item #3 | Local coverage within Hagerstown, MD
Regional Calling Area via local number |
| Item #4 | Local coverage within Clarksburg
Regional Calling Area via local number |
| Item #5 | Local coverage within Charleston
Regional Calling Area via local number |

Verizon Regional Toll Calls

Direct-dial calls

are made from your home or business without the help of an Operator. You pay only for the minutes you are connected with a one-minute minimum.

Holiday Rates

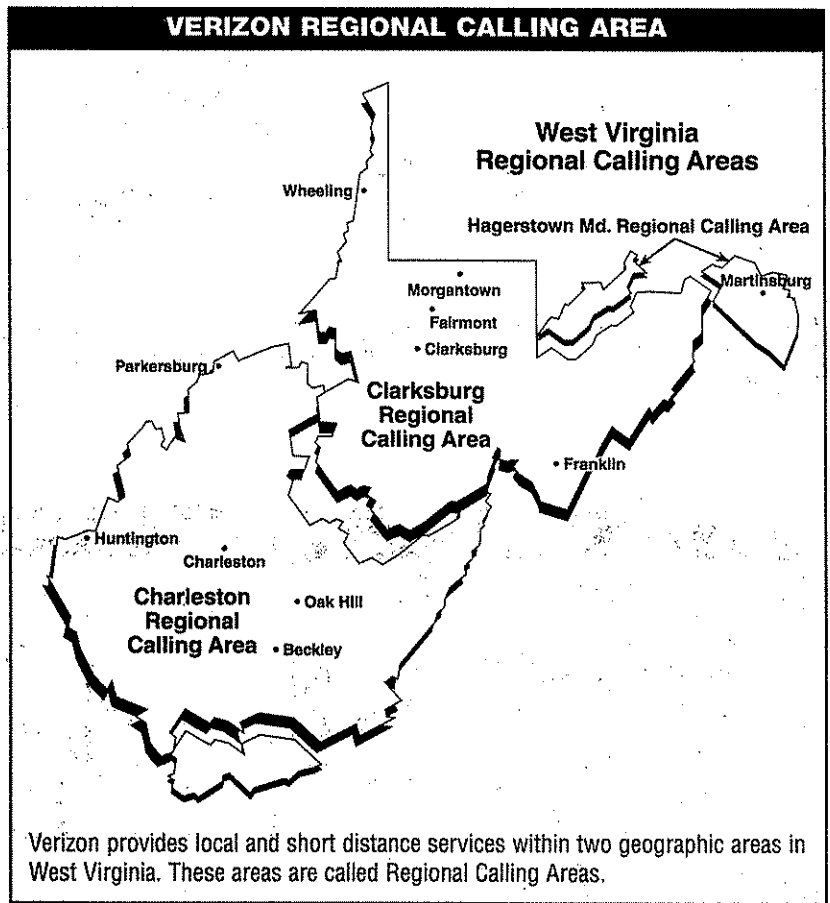
On direct-dial Verizon toll calls, holiday rates are in effect on: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These calls are billed at the evening rate, unless a lower rate would normally apply.

Charges are based on rates at the calling point

Charges are based on the rates in effect at the time of connection at the calling (originating) point. If your call starts during one rate period and continues into another, your call will be billed at the rate that applies for each time period.

Verizon Rates

For the most current rates and packages available, please visit us online at www.verizon.com or contact our Business Office as listed on page 1 of this directory.



THE FOLLOWING EXCHANGES ARE IN THE CHARLESTON REGIONAL CALLING AREA

Alderson	Clendenin	Gilbert	Lewisburg	Nitro	Ravenswood	Van
Alloy	Craigsville	Glen Daniel	Logan	Oak Hill	Richwood	Vienna
Alum Creek	Cross Lanes	Greenville	Lubeck	Oceana	Ripley	Walton
Ansted	Dallison	Griffithsville	Madison	Omar	St. Albans	Wharton
Apple Grove	Delbarton	Helen	Man	Parkersburg	Scott Depot	White Sulphur Springs
Barboursville	Dutch Ridge	Hilton	Mason	Pennsboro	Seth	Whitesville
Beckley	East Bank	Holden	Matewan	Peterstown	Shady Spring	Williamson
Belle	Elizabeth	Huntington	Meadow Bridge	Pineville	Sophia	Williamstown
Bradshaw	Elkview	Hurricane	Milton	Pocatalico	Spencer	Winfield
Brushton	Fayetteville	Jaeger	Mineral Wells	Sissonville	Summersville	
Buffalo	Flat Top	Kenova	Montgomery	Point Pleasant	Union	
Chapmanville	Fort Gay	Kermit	Mount Hope	Prichard	Union Ridge	
Charleston	Gauley Bridge	Leon	Mullens	Rainelle	Valley Mills	

INDEPENDENT COMPANY EXCHANGES ASSOCIATED WITH THE CHARLESTON REGIONAL CALLING AREA

Arbovale	Branchland	East Lynn	Hamlin	Lawford	Newton	Smithville
Arnoldsburg	Cairo	Ellenboro	Harrisville	Letart	Rockport	Snowshoe
Belmont	Clay	Frankford	Hillsboro	Marlinton	Rupert	Wayne
Birch River	Dunlow	Grantsville	Ivydale	New Haven	St. Marys	Widen

OUT-OF-STATE EXCHANGES ASSOCIATED WITH THE CHARLESTON REGIONAL CALLING AREA

Crows-Hematite, Virginia

DPS0707 - PAGER SERVICE BID FORM - BID OPENING 11/29/2006; 1:30 pm				
Item #	Description	**Estimated Number of Pagers	Unit Price/Month	Unit Price X 12 = Extended Price
1	* Statewide Coverage Via Toll Free Number	110	\$	\$
2	* Nationwide Coverage Via Toll Free Number	45	\$	\$
3	*** Local Coverage within the Hagerstown, MD Regional Calling area via local number	6	\$	\$
4	*** Local Coverage within the Clarksburg, WV Regional Calling area via local number	19	\$	\$
5	*** Local Coverage within the Charleston, WV Regional Calling area via local number	20	\$	\$
6	Rental of Motorola Wordline or comparable pager	10	\$	\$
7	Purchase of Motorola Wordline or comparable pager	10	\$ Ea.	\$
Failure to use this form may result in disqualification			Total	\$
Bidder / Vendor Information:				
Name: _____				
Address: _____				

Phone# : _____				
Email Address: _____				
Contract Coordinator Information:				
Name: _____				
Address: _____				

Phone# : _____				
Email Address: _____				
* See specifications for additional information				
** Estimated number of pagers are for bidding purposes only - the estimates are close approximations				
*** See number 2 in the attached specifications				

A F F I D A V I T

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: _____