



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
 LDPHONE8

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/08/2007				

BID OPENING DATE: 12/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
TO PROVIDE INTRASTATE, INTERSTATE AND INTERNATIONAL AND DEDICATED T-1'S TO HANDLE THE TRAFFIC, CALLING CARDS, INBOUND TOLL FREE CALLING AND DIRECTORY ASSISTANCE TO ALL PARTICIPATING WV STATE AGENCIES AND POLITICAL SUBDIVISIONS. SUCCESSFUL VENDOR MUST SIGN THE ATTACHED NO DEBT AFFIDAVIT AND WV-96 FORMS PRIOR TO AWARD. ALL VENDORS SHOULD SIGN AND INCLUDE THE FORMS WITH THEIR BID. ***** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, NOVEMBER 19, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JOADKINS@WVADMIN.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 may be deemed null and void, and 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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<p>TELEPHONE SERVICES, LOCAL AND LONG DISTANCE</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF THREE (3) YEARS 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>						

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<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 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>						

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<p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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)</p>						

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<p>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 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</p>						

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<p>PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<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 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> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER:</td> <td style="width: 40%;">FILE 42</td> </tr> <tr> <td>RFQ. NO.:</td> <td>LDPHONE8</td> </tr> <tr> <td>BID OPENING DATE:</td> <td>12/13/07</td> </tr> <tr> <td>BID OPENING TIME:</td> <td>1:30 PM</td> </tr> </table>							BUYER:	FILE 42	RFQ. NO.:	LDPHONE8	BID OPENING DATE:	12/13/07	BID OPENING TIME:	1:30 PM
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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 LDPHONE8 ***** TOTAL:						

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LDPHONE8

Specifications

The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting quotations from qualified vendors to establish a statewide contract to replace services currently provided by Sprint via Purchase Order LDPHONEA (copies of the Purchase Order is available via the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/swc/LDPHONE.htm>). The services include traditional long distance (intrastate, interstate and international) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling and dedicated T-1s if applicable, and directory assistance. The State of West Virginia will not guarantee any minimum monthly service to be used under this contract. The contract is effective for three (3) years with the option to renew for two (2) additional one (1) year periods.

I Current Environment

Operating Environment:

There is currently a consolidated backbone network that serves WV state government and educational institutions. Dedicated intralata facilities within the network are leased from Verizon. This network carries international switched facilities, all inbound calling functions, interlata connectivity (dedicated and switched), interstate connectivity (dedicated and switched) and toll free services (inbound and outbound). Included as an Attachment to this RFQ, the State has provided a spreadsheet listing the current usage. Vendors must note that the quantities listed are approximate only and are not to be considered as "guaranteed".

Today, there are 31 Centrex nodes placed strategically throughout the State. The reason for the strategic placement of these nodes is/was to offer a wider area for local calling. In addition to routing the calls made through these Centrex nodes (ARS), these nodes also provide the local dial tone and telephone lines to the respective geographic areas. With regards to long distance, they are placed via either dedicated or switched at the same rate. Egress points for this traffic are located in Charleston, WV and Clarksburg, WV.

Examples:

1. An agency is connected/serviced through the Centrex node in Huntington, WV. When this agency wants to call Morgantown, WV, the call is processed at the Huntington node and via ARS, the call gets routed across the network (and the Lata crossing) and hops off at the Morgantown, WV node and results in a local call.
2. When this same agency (referenced above) wants to make a long distance interstate call, the call gets routed from the Huntington Centrex node to the Charleston egress, hops off on to the LD provider's network and completes the call.
3. When this same agency (referenced in # 1 above) wants to call another agency in the Bluefield LATA, the call is routed to the Charleston egress point, where it hops off onto the LD provider's network, stays on the LD provider's network to Bluefield, hops off at the correct Central Office and completes the call.

4. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intralata, interlata, interstate, etc.), the call gets switched at the CO by means of a LPIC/PIC code to the LD provider's network and the call is completed.
5. When an agency has a dedicated T-1 line for LD access, their telephone system acts as the ARS to route calls either across the LEC's lines or across the dedicated LD providers facilities.

In addition to the dedicated facilities for the egress points, some agencies have dedicated T-1s to handle their inbound toll free traffic as well as the outbound long distance. It should also be noted that not all state services related to this contract are currently being handled by the State's incumbent provider. This may be, partially, due to: exempt agencies (legislative, judicial, higher education) or services that have not been identified as needing to be converted to the statewide contracted services.

Billing Environment:

Currently, all services offered under the LDPHONEA Contract that are managed by the WV Office of Technology (WVOT) are billed on one (1) master account with subaccounts, as defined by the State. The master account is an aggregate of all subaccounts, both usage and cost. The detailed information for the master account is provided at the subaccount level (i.e. call record detail, etc.). The WVOT is responsible for administering the services under this contract, allocating the charges to the respective customers and collecting their payment, and then rendering payment to the vendor via the master account invoice.

All moves, adds or changes to services offered under this contract and billed via the master account are managed via a Telecommunications Change Request (TCR) form. This TCR is required to be approved by the WVOT and submitted to the vendor for processing. Any charges incurred on the master account without an approved TCR are not considered valid and will not be paid.

Future Environment:

The State is currently using some VoIP technology and it is anticipated the use of this technology will increase in the future. The State plans to implement a Multi Protocol Label Switching (MPLS) core network and pursue IP trunking, both of which will facilitate the increase in VoIP technologies.

II Mandatory Requirements

Each vendor will be required to meet the following specifications and provide pricing for the services listed on the mandatory Price Quote.

General Requirements:

1. Inquiries

Written questions shall be accepted through close of business on November 19, 2007. Questions may be sent via USPS, fax, courier or email. In order to assure no Vendor receives an unfair advantage, no substantive questions will be answered orally. If possible, e-mail questions are preferred. Address inquiries to:

Jo Ann Adkins
Department of Administration

Purchasing Division
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-4115
 E-mail: joadkins@wvadmin.gov

2. The State reserves the right to utilize inter-state agreements, such as the WSCA (Western States Contracting Alliance), GSA, or MiCTA, to purchase long distance services, outside of the terms and conditions of any contract resulting from an award of this RFP, pursuant to West Virginia State Code, Section §5A-3-19.

Implementation/Conversion:

1. The Start Date for Implementation/Conversion shall begin no later than ten (10) working days after the vendor has received the list of information from the State as outlined by the vendor in response to this mandatory specification. It is preferred the vendor submit, as part of their response, the type of information and level of detail required from the WVOT for the implementation/conversion process. It is to be understood that, prior to award, the actual information/detail will be mutually agreed upon by both the vendor and the WVOT.
2. Implementation/Conversion of existing services shall be as per the following timeframes:
 - a. Outbound long distance (interexchange) services in place at the time of award must be converted to the new carrier no later than 60 calendar days after the Start Date at no additional cost to the State. Dedicated outbound long distance services shall be converted within 45 calendar days after the aforementioned outbound long distance services are converted.
 - b. Calling cards must be converted to the new carrier no later than 45 calendar days after the Start Date at no additional cost to the State.
 - c. Inbound toll free services, without dedicated T-1s and/or Advanced features, must be converted no later than 90 calendar days after the Start Date at no additional cost to the State. All remaining toll free services must be converted no later than 45 days after the initial toll free services have been converted
3. If the vendor fails to meet the required implementation/conversion time frames within 180 calendar days from the Start Date, the State has the option of withholding 10% of the invoiced charges for each month the time frames are not met. If, after an additional 60 calendar days, these time frames still have not been met the State reserves the right to rebid the services and any money that has been withheld will revert back to the WVOT.
4. Prior to actually beginning the implementation/conversion process, an initial face-to-face meeting will be held at the WVOT facility for all key members of the vendor's project team and the WVOT staff. This meeting shall occur within five (5) working days of ARO.
5. It is preferred the vendor submit, as part of their response: (a) a detailed implementation plan that insures the smooth transition to the new service; (b) a sample of their billing – both paper copy and electronic version; and (c) an overview of your customer support and trouble resolution services. Be advised that the TCS&B Unit has limited resources to dedicate to this project so the State expects the vendor to assume all of the responsibilities required for implementation/conversion.

Project Management:

1. The vendor shall be required to designate a person as the single point of contact

- (hereinafter referred to as a Project Manager) who is responsible for managing the implementation and conversion of these services. The Project Manager will be housed at the WVOT's facility in Charleston, WV until 90% of all existing services have been completely implemented/converted.
2. At a minimum, the Project Manager shall be onsite at least three (3) full business days each week (9AM-5PM, EST). WVOT will be responsible for providing network and internet connectivity for the Project Manager and applicable team members but all PC hardware, peripherals, etc. shall be the responsibility of the vendor. Additionally, any VPN access that may be needed by the Project Management team shall be the responsibility of the vendor. To meet this requirement, there will be no additional cost to the State, including, but not limited to: travel, lodging and meals. All costs shall be inclusive.
 3. After the Project Manager is no longer required to be housed at or near the WVOT facility, the following shall be required for the life of the contract: The Project Manager shall serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc. The SPOC shall be available to the state staff via a nationwide toll free calling service. The Project Manager will meet with the WVOT staff at the WVOT facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT.
 4. The Project Manager shall be responsible for ensuring all vendor staff supporting the State's account will be advised of the contract, the terms and conditions, operational requirements, etc. This shall be required if, or when, the vendor assigns/reassigns new staff to the State's account. The Project Manager will be required to ensure all of the information necessary to effectively support our account is conveyed during any vendor staff transition. The Project Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management
 5. The Project Manager may appoint a designee to serve in his place as SPOC for specific functions (i.e. new services). If the Project Manager does such, the WVOT shall be notified, in writing, of this appointment. At a minimum, the Project Manager must provide the employee's name, all contact information (telephone number, email, etc.), escalation personnel, and the area(s) of responsibility.
 6. The WVOT reserves the right to request a new Project Manager if the WVOT notifies the vendor of project defects, milestones not being met, etc. and the vendor fails to correct the issues within a mutually agreeable time frame.

Billing and Payment:

1. After implementation/conversion, any additions, changes or disconnects of services must not be acted upon by the vendor without an approved Telecommunications Change Request (TCR) from the WVOT. If necessary, the vendor shall initiate internal processes to prevent any services being established without a TCR. Any charges incurred by the State that is the result of the vendor initiating service without a TCR, a TCR not completed accurately, or a TCR being incomplete, the WVOT reserves the right to refuse payment.
2. All charges incurred by any State agency required to submit a TCR for services offered under this contract must be billed via a master account from the vendor. For any charges that fail to bill on the master account, the WVOT reserves the right to refuse payment.
3. All credits, debits and adjustments for prior months' billing must be reflected on future invoices as part of the "Total Balance Due". For example, if the current billing month is October and a credit needs applied for services billed in August, the October invoice would show the previous (or unpaid balance) along with the credits, debits and/or

adjustments plus the total current charges (see detailed sample below). These entries would equal the "Total Balance Due". All credits, debits and/or adjustments for prior months' billing must be applied no later than two (2) billing cycles from when the billing error was submitted to the vendor.

<i>Prior Balance Due or Previous Balance Due:</i>	\$100.00
<i>Payment(s) Received</i>	-10.00
<i>Adjustments*</i>	<u>-10.00</u>
<i>Past Due Charges</i>	\$ 80.00
<i>New Current Monthly Charges:</i>	<u>\$ 10.00</u>
<i>TOTAL AMOUNT DUE</i>	\$ 90.00

**(any adjustment made toward a previous monthly charge)*

4. The vendor shall be required to comply with the terms of Senate Bill 700 and the Legislative Rules with regards to billing and payment. See <http://www.legis.state.wv.us/legishp.html> for a copy of the Senate Bill and <http://www.wvsos.org/adlaw/proposed/161-02%20er.pdf> for the Legislative rules (must have Adobe to access the rules).
5. The vendor will submit a single master account bill to the WVOT each month for all state entities. This master account bill must be submitted to the State's WVOT Telecommunications Customer Service and Billing (TCS&B) Unit to ensure compliance with contract terms. All charges must be at the designated subaccount level.
6. The single master account bill, which must also include the detailed backup as described in the "Current Environment", shall be in the form of both a paper copy and an electronic copy at no additional cost to the State. Both the electronic media copy and the paper copy must match. The WVOT will require two (2) copies of the paper copy of the bill and a minimum of one (1), with a maximum of up to ten (10), copies of the electronic version of the bill at no additional cost to the State. The paper copy for the calling detail must be separated by individual accounts as defined by the WVOT since this back-up must be included with the statement of charges for each specific user. Currently, we have approximately 2,500 distinct accounts (sub accounts) billing on our master account that we reallocate to the users along with the appropriate detailed back-up.
7. The vendor's billing must include a listing of all dedicated facilities, etc. that are required to support the services of this contract even though they are at a zero charge. This will ensure a complete and accurate inventory of all services at all times that the State must maintain in order to be ensured of effective services.

Training and Support:

1. The vendor shall provide hands-on training to the WVOT staff which shall include but not be limited to: how to read the paper invoice, define the billing line items, explain the detailed back-up that is provided, etc.
2. The vendor shall include in their pricing the cost of training up to five (5) WVOT personnel on the electronic billing platform. The WVOT prefers training that is held at a location where vendor personnel, that are trainers as part of their normal duties, conduct the training. The Office of Technology will accept training on-site at our location provided that it is at the same level that would be attained at the vendor location.
3. The WVOT also will not accept web-based training or on-line training programs. Vendors shall include all costs related to this training including, but not limited to, all tuition and

travel expenses for State and Vendor personnel.

III Mandatory services:

Long Distance:

1. Per Minute Charges shall be based and billed on six (6) second increments after the initial eighteen (18) second increment.
2. Per Minute Charges for long distance calls shall be the same regardless if the call is made using switched or dedicated facilities. If a change to the Current Environment as described in Section I were to change, the vendor should describe what impact, if any, this would have on the vendor's pricing and/or ability to deliver contracted services.
3. All connectivity charges and coordination efforts required to connect to the 2 egress points will be the responsibility of the successful vendor.
4. The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to the WVOT quarterly.
5. The 2 egress points must have switched overflow capabilities in addition to the dedicated facilities.
6. Transition to the new service should be transparent to the station user. Dialing procedures must remain unchanged.
7. The vendor must be completely responsible for coordinating with the local exchange carriers in getting the LPIC/PIC code changed and placing a freeze on the changes for all existing outbound long distance services. This will be at no cost to the State. The WVOT realizes any current LPIC/PIC freeze will be the State's responsibility to lift until the new LPIC/PIC changes are made.
8. Vendor must provide international calling. Although the per minute rate proposed by the vendor for International calling will not be included as part of the cost evaluation it is preferred it be included as part of the vendor's response.
9. Call detail records must be provided in an electronic format as specified by the WVOT for all calls made through the switches. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call and cost per call. Currently, Verizon's Centrex nodes support ISDN PRI connections with Q931 signaling. The vendor, however, will not be responsible for providing this level of call detail information in those cases where Verizon's facilities are unable to hand off that detail to the long distance carrier. Currently, those Centrex nodes are: New Martinsburg, Moundsville, Farmington, Elkins, Buckhannon, Sutton, Weirton, and Rowlesburg. If, in the future, Verizon upgrades these facilities the long distance carrier will be responsible for providing this detailed data.
10. Call detail records must be provided in an electronic format as specified by the WVOT for all outbound long distance calls made outside of the switches. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call and cost per call.

Calling Cards:

1. The vendor will be responsible for issuing approximately 8,000 replacement cards.

Inbound Toll Free Calling:

1. Based on FCC 800 portability regulations, no change in the present toll free numbers shall be acceptable.
2. All converted and/or new dedicated facilities (i.e. T-1s, PRIs, etc.) must be included in the cost per minute. The State shall not pay a separate charge for these facilities.
3. The vendor must provide "advanced" features for supporting inbound toll free services. This shall include, but not be limited to, the features listed below. Where available, the State has identified the quantity : call referral, caller transfer, and informational announcements which are defined below:

Call Referral: This feature allows the toll free call to connect to the Customer's CPE (Customer Premise Equipment). The toll free call is routed based on caller-entered digits (i.e. "Please Press 1 to hear about White Water Rafting") or rotary default (i.e. "If you do not have a touch tone phone, please stay on the line . . .")

Caller Transfer: This feature allows a caller to be transferred to another toll free number based on the digits entered (i.e. "Press 1 if you are interested in making reservations at Canaan Valley State Park.") The caller would have dialed the 1-800-CALLWVA but when they press 1 they would be transferred to the 800# of Canaan Valley.

Informational Announcement: This feature offers a recorded voice message which may be used to assist in call routing. The message may be a menu of options, information prior to call termination, or information prior to connecting the call to the customer's location.

Area Code Routing: This feature allows a customer to route calls to the same toll free number to a different terminating location (switched or dedicated) based on the originating area code of the caller. Quantity: 4

Area Code Selection: This feature allows a customer to allow or block calls to a toll free number based on the originating area code of the caller. Quantity: 42

Area Code/Exchange Routing: This feature allows a customer to (1) route calls to the same toll free number to different terminating locations (switched or dedicated) based on the originating area code (NPA) and exchange (NXX) of the caller and (2) allows a customer to block calls to a toll free number based on the originating area code (NPA) and exchange (NXX) of the caller. Quantity: 6

Day of Week Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the day of the week. Quantity: 9

Time of Day Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the time of the day. Days may be divided into 15 minute increments. Quantity: 13

4. During Implementation/Conversion, the vendor is responsible for providing weekly updates for all toll free services that are being processed via a "Responsible Organization Change Authorization" (Resporg) form.
5. Call detail records must be provided in an electronic format as specified by the WVOT for all inbound toll free calls. The detail record, at a minimum, shall include: originating number, call

to number, date of call, time of call, length of call, cost per call, and if the call was made from a payphone.

Dedicated Facilities:

1. The vendor must provide, at no additional cost to the State, dedicated T-1's to carry the traffic (inbound and outbound) via the egress points (Charleston and Clarksburg). Currently, the incumbent vendor has a single dedicated T-1 located at each of these egress points. If additional T-1's would be required, these are to be provided by the vendor at no cost to the State.
2. The vendor is responsible for monitoring the dedicated facilities located at the egress points and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to the WVOT quarterly.
3. The vendor must provide T-1's, at no additional cost to the State, to support users requiring dedicated facilities to support their inbound and/or outbound traffic with an average usage of 50,000 minutes/month.
4. The vendor is to provide the costs associated with a dedicated T-1 installed at a user's facility to support their inbound and/or outbound traffic with average usage of less than 50,000 minutes/month. The vendor shall identify the one-time costs and monthly recurring costs for said T-1 on the Mandatory Price Quote. If the rate is based on the user's proximity to a vendor's POP, the vendor shall identify the location of their POPs supporting the State of West Virginia

Listed below is the State's current inventory for T-1's.

QTY	NPA	NXX	
2	304	293	
1	304	340	
1	304	344	Charleston Egress Location
3	304	384	
4	304	442	
1	304	558	
6	304	696	
2	304	744	
1	304	788	
3	304	926	
1	304	622-627	Clarksburg Egress Location

Directory Assistance:

1. The vendor shall provide Dial "00" Operator Assistance and interstate Directory Assistance.
2. In the event Operator services fail or overflow, the vendor shall have alternate routing to other facilities or another IXC operator and such alternate routing shall be transparent to the end user.

IV Price Quote:

1. The vendor must complete each Mandatory Price Quote per service. If the vendor's pricing algorithm results in a rounding on the vendor's billing, the vendor's response must clearly describe how the rounding impacts their proposed per minute costs. This must be incorporated

into the pricing structure for evaluation purposes. Failure on the part of the vendor to include this information will result in the State denying any charges that exceed the per minute price quote.

2. The vendor must identify any regulatory costs that are separate from the per minute cost, such as Universal Service Fund (USF) and how these costs are applied. For example, how and to what services does the USF apply? It is preferred, any tariff, etc. that impacts these fees should be listed in the vendor's response for reference. The vendor should note if these tariffs are subject to change and where the State can confirm the then current tariff rate for these fees.
3. Costs identified that are in addition to the per minute charge (i.e. Universal Service Fund) and/or are government mandated charges must be identified separately on the "Other" Mandatory Price Quote.
4. Only those costs identified in the Mandatory Price Quotes will be considered legitimate charges. The WVOT reserves the right to refuse payment for all other fees/charges.
5. To the extent possible by law, the vendor shall extend to the State the lowest rates and charges for all services provided in response to this RFQ that it offers to any other customer similarly situated.

V **Evaluation:**

1. The vendor with the lowest total cost based on the Cost Evaluation Price Quote will be considered the successful vendor. Regarding the pricing for a T-1, the most expensive price for a T-1 listed by the vendor is to be used on the Cost Evaluation Price Quote. A vendor's T-1 pricing of "Individual Case Basis", is not considered acceptable.

**INBOUND TOLL FREE SERVICES
MANDATORY PRICE QUOTE**

Type of Service	Unit of Measure	Proposed Unit Cost (Put N/C if No Charge)	Regulatory Fees	Non-Recurring Charges
Inbound Toll Free	Initial 18 second increment			
	6 second increment			
	Per minute			
Inbound Toll Free-Dedicated	Initial 18 second increment			
	6 second increment			
	Per minute			
User Dedicated T-1				
Interactive (Advanced Feature) Toll Free Services*				

*Vendors are to list all services/features provided, even if at No Charge.

**OUTBOUND LONG DISTANCE SERVICES
MANDATORY PRICE QUOTE**

Type of Service	Unit of Measure	Proposed Unit Cost (Put N/C if No Charge)	Regulatory Fees	Non-Recurring Charges
IntraState/Intralata* Outbound Long Distance	Initial 18 second increment 6 second increment Per minute			
IntraState/Interlata* Outbound Long Distance	Initial 18 second increment 6 second increment Per minute Per T-1			
User Dedicated T-1				
Interstate Outbound Long Distance*	Initial 18 second increment 6 second increment Per minute Per T-1			

*Switched and Dedicated

**CALLING CARD SERVICES
MANDATORY PRICE QUOTE**

Type of Service	Unit of Measure	Proposed Unit Cost (Put N/C if No Charge)	Regulatory Fees	Non-Recurring Charges
Calling Card Service	Initial 18 second increment 6 second increment Per minute			

“OTHER” - MANDATORY PRICE QUOTE

This section is to include all charges that the vendor will bill, and as legally can be paid by the State, that are in addition to the costs identified in the Mandatory Price Sheets. The following descriptions have been listed since they are typical charges but the vendor is required to add any additional charges that would apply to the services being requested.

Description	Type of Service	Based on Unit of Measure	Proposed Unit Cost (Put N/C if No Charge)	Regulatory Fees
Universal Service Fund (USF)	Outbound Long Distance – Interstate ONLY			
Payphone Surcharge for Inbound Toll Free	Inbound Toll Free			
Directory Assistance* National Directory Assistance*	Outbound Long Distance Outbound Long Distance			

*The vendor is to indicate if there are any minimums/maximums associated with this service. For example, each BTN is granted a specific amount of directory assistance calls for free and then all subsequent calls are at a per call rate.

COST EVALUATION PRICE QUOTE

<u>Service Type</u>	<u>Originating Number</u>	<u>Destination Number</u>	<u>Length of Call (in minutes)</u>	<u>Charges (See Note Below)</u>	<u>Other Costs (Where applicable)</u>	<u>Total Cost</u>
Outbound Long Distance	304-749-7910	304-765-2919	.5			
User Dedicated- Outbound Long Distance	304-733-4281	859-727-9183	5.9			
Outbound Long Distance	304-558-8153	304-528-3561	15.8			
Outbound Long Distance	304-358-2702	443-600-2712	.3			
User Dedicated - Inbound Toll Free	304-339-2054	800-642-3021	1.0			
Inbound Toll Free	304-924-5587	800-642-3021	.7			
Inbound Toll Free	949-830-9838	800-642-3021	12.5			
Inbound Toll Free from Payphone	304-565-7413	800-642-3021	.3			
Inbound Toll Free	940-591-1200	800-642-3021	1.6			
Inbound Toll Free from a cell phone	304-541-5620 (from 740 Area Code)	800-642-3021	.5			
Calling Card	WV	FL	.4			
Calling Card – Operator Assisted	WV	WV	.5			
Calling Card	WV	WV	11.3			
Directory Assistance	304-558-3456	411	N/A			
National Directory Assistance	304-924-5587	412-555-1212	N/A			
Directory Assistance	304-442-3125	304-555-1212	N/A			
User Dedicated T-1	N/A	N/A	N/A			
TOTAL COST						

*Charges must be based on the applicable unit cost as listed in the Mandatory Price Quote sheets.

Usage in Minutes

	Inter	Intra	Canadian	International	Total
LD OUTBOUND					
Dedicated	269,051	157,790	1,516	807	429,165
Switched	102,434	556,242	286	136	659,097
LD INBOUND					
(444 TF #'s)					
Dedicated	102,427	178,561	221	0	281,209
Switched	310,528	1,035,430	339	0	1,346,298
Calling Cards					
(6702 Calls made)					
(8032 Cards)					
Total Minutes	789,477	1,955,973	2,382	1,011	2,748,844

Countries called via International

Country	# Calls	Country	# Calls
AUSTRALIA	4	MALAWI	2
BRAZIL	15	MALI	1
CAMEROON	4	MEXICO	5
CHINA	1	NETHERLANDS	2
COSTA RICA	7	NIGERIA	3
ECUADOR	6	PROVIDNCLS	1
FINLAND	2	RELIANCEIN	11
FRANCE	4	RUSSIA	1
GERMANY	8	SCRBRGHTBG	1
GREECE	1	SPAIN	2
HONG KONG	2	SWEDEN	1
INDIA	15	TAIWAN	1
ITALY	11	TURKEY	3
JAPAN	17	UKRAINE	1
KINGSTON	13	UN ARAB EM	1
LINSTEAD	2	UNITEDKGD	21

TOTAL CALLS 169

**Note: THIS SAMPLE WAS PULLED FROM ONE MONTH USAGE WITHIN THE LAST QUARTER

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 exceed 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: 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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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: _____

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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: _____