



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
PPHONE10

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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
12/05/2009				

BID OPENING DATE: 12/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING QUOTATIONS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE PAY TELEPHONE SERVICES TO STATE AGENCIES WITH OFFICES LOCATED THROUGHTOUT THE STATE.						
***** INQUIRIES *****						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, DECEMBER 17, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND 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						
0001	1	EA		725-53		
PAY PHONE SERVICES SCHEDULE B COMMISSION STRUCTURE						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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VENDOR

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
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<p>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 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</p>						

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</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>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE						

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INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.  ..... SIGNATURE  ..... COMPANY  ..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: FILE 42 RFQ. NO.: PPHONE10 BID OPENING DATE: 12/30/2009 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 PPHONE10 ***** TOTAL: _____						

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**RFQ  
OPEN-END CONTRACT  
PAYPHONES**

The purpose of the RFQ is to solicit proposals for providing pay telephone services to State agencies with offices located throughout the State. As a minimum, the bidder shall provide an industry-standard pay telephone and three basic types of enclosures, i.e., wood shelf, panel recessed, and outdoor booth with pedestal. Attachment A shows a chart of the current installations.

Payphones provide telephone service to users who do not or would not otherwise have access to land lines or wireless phones. This would include State institutions, such as correctional facilities and mental health centers, where direct telephone extension lines and wireless phone are not permitted. These payphones are also installed in State parks. In some instances, security enhancement decisions have influenced the placement of payphone installations. Additionally, they allow any user the means to call emergency numbers, such as 911, if needed.

Also known as a "paystation" and typically located in a public area, pay telephones allow users to complete calls by depositing coins to cover the call cost. Some pay phones are coin less and capable reading credit and calling cards for completion and payment of calls.

This contract is available to all state agencies, boards, commissions, universities, offices of the WV House and Senate, and Constitutional Officers.

All equipment provided will be ADA Compliant. The Vendor must have the capability to install a TDD device if requested by the State agency.

Vendor will insure clear audio quality.

Vendor must provide ordering services during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.

Vendor will provide price quotations and low-cost alternatives, clarify order information, monitor order status, and update billing information. They will also help with the analysis and development of the appropriate product and service mix to fulfill specific short and long term customer needs.

Vendor shall be solely liable and responsible for the costs and expenses of purchase, installation, repair maintenance and rental of telephone lines for the payphones installed on State property.



The Vendor shall charge a uniform monthly Lease rate for each payphone regardless of location.

The Vendor may provide to the State commissions based on gross billed revenue generated by the pay telephone usage. The bidder should identify the level of usage required for the Vendor to pay commissions and what percentage would be paid. If applicable, the commissions shall be paid monthly directly to the agencies who have pay telephones at their locations.

The Vendor may provide the equipment and service at no charge to the State based on the revenue generated by the pay telephone usage. The bidder should identify the level of usage required for the Vendor to provide the equipment and service free of charge.

The State will provide a suitable location on the property for the payphones and equipment which shall be readily accessible and clearly visible to customers. the payphones.

The State will allow the display of all signs and instructions as affixed to the equipment by the Vendor and shall not affix or permit a third party to affix any other signs or instructions to the equipment.

As a minimum, the Vendor shall allow callers to place the following types of calls coin-free and free of charge:

- 911
- "0" for live emergency operator assistance
- Requests for repairs, refunds, rate quotes
- 1-800, 1-8XX
- Calls to the Telecommunication Relay Service Center for the hearing impaired

The Vendor shall allow callers to place the following types of calls for a fee:

- Local – Coin Deposited/Sent Paid
- Local – Charged to Calling Card
- Local – Billed Collect or Third Party
- Intrastate IntraLATA – Coin Deposited/Sent Paid
- Intrastate IntraLATA – Charged to Calling Card
- Intrastate IntraLATA – Billed Collect or Third Party
- Intrastate-InterLATA – Coin Deposited/Sent Paid
- Intrastate-InterLATA – Charged to Calling Card
- Intrastate-InterLATA – Billed Collect or Third Party
- Interstate– Coin Deposited/Sent Paid
- Interstate– Charged to Calling Card
- Interstate– Billed Collect or Third Party
- Directory Assistance – Coin Deposited/Sent Paid

- Directory Assistance – Charged to Calling Card
- Directory Assistance – Billed Collect or Third Party

The State desires that the Vendor support completion of International calls. The Vendor should describe the types of International calls supported.

**COST SHEET**

	Estimated Usage	Initial Conversion	Subsequent Installation	Monthly Charge
<b>Service &amp; Equipment:</b>				
Access Line	120	\$	\$	\$
Payphone	120	\$	\$	\$
<b>Enclosures:</b>				
Wood Shelf	40	\$	\$	\$
Panel Recessed Stainless Steel	40	\$	\$	\$
Outdoor Booth with Pedestal	40	\$	\$	\$

**Commissions:**

If applicable, the Vendor must describe the level of usage required in order for the Vendor to pay Commissions to the using agency based on gross billed revenue. Also, the Vendor must state the percentage of commission payable. We have provided the chart below to assist with the Commissions.

If the average revenue per phone is at least...	but not more than...	the commission rate is: mo to mo	the commission rate is: 12 mo term	the commission rate is: 24 mo term	the commission rate is 36 mo term
\$0.00	\$125				
\$125.01	\$150				
\$150.01	\$175				
\$175.01	\$200				
\$200.01	\$250				
\$250.01	Infinite				

**Regulated Charges:**

Description	Application	Charge (\$,%)	Unit

# PPHONE 10 Attachment A

## PAY TELEPHONES CURRENTLY INSTALLED STATEWIDE

DEPARTMENT	DIVISION	FACILITY	LOCATION	# OF PHONES	# OF TDD
Military Affairs & Public Safety	Division of Corrections	Charleston Work Release Center	Charleston, WV	6	0
Military Affairs & Public Safety	Division of Corrections	Beckley Work Release Center	Beckley, WV	5	0
Military Affairs & Public Safety	Division of Corrections	Huntington Work Release Center	Huntington, WV	5	0
Military Affairs & Public Safety	Regional Jails	Central Regional Jail	Sutton, WV	19*	0
Military Affairs & Public Safety	Regional Jails	Eastern Regional Jail	Martinsburg, WV	26	1
Military Affairs & Public Safety	Regional Jails	South Central Regional Jail	Charleston, WV	28	0
Military Affairs & Public Safety	Regional Jails	Southern Regional Jail	Beaver, WV	27	1
Military Affairs & Public Safety	Regional Jails	Northern Regional Jail	Moundsville, WV	19	1
Military Affairs & Public Safety	Regional Jails	Southwestern Regional Jail	Holden, WV	27	0
Military Affairs & Public Safety	Regional Jails	Potomac Highlands Regional Jail	Augusta, WV	19	1
Military Affairs & Public Safety	Regional Jails	North Central Regional Jail	Greenwood, WV	35	0
Military Affairs & Public Safety	Regional Jails	Western Regional Jail	Barboursville, WV	35	1
Military Affairs & Public Safety	Regional Jails	Tygart Valley Regional Jail	Belington, WV	27	1
Military Affairs & Public Safety	Veterans Affairs	Veterans Home	Barboursville, WV	?	?
Department of Commerce	Division of Natural Resources	Babcock State Park	Clifftop, WV	1	0
Department of Commerce	Division of Natural Resources	Tygart Lake State Park	Grafton, WV	3	0
Department of Commerce	Division of Natural Resources	Twin Falls State Park	Mullens, WV	1	0
Department of Commerce	Division of Natural Resources	Kanawha State Park	Charleston, WV	1	0
Department of Commerce	Division of Natural Resources	Cedar Creek State Park	Glenville, WV	1	0
Department of Commerce	Division of Natural Resources	Pipestem Resort State Park	Pipestem, WV	1	0
Department of Commerce	Division of Natural Resources	Bluestone State Park	Hinton, WV	1	0
Department of Commerce	Division of Natural Resources	Greenbrier State Forest	Caldwell, WV	1	0
Department of Commerce	Division of Natural Resources	Tomlinson Run State Park	New Manchester, WV	2	0
Department of Commerce	Division of Natural Resources	Coopers Rock State Park	Bruceston Mills, WV	1	0
Department of Commerce	Division of Natural Resources	Audra State Park	Buckhannon, WV	1	0
Department of Commerce	Division of Natural Resources	Watters Smith State Park	Lost Creek, WV	1	0
Department of Commerce	Division of Natural Resources	Valley Falls State Park	Fairmont, WV	1	0
Department of Commerce	Division of Natural Resources	Chief Logan State Park	Logan, WV	1	0

Department of Commerce	Division of Natural Resources	Little Beaver State Park	Beaver, WV	1	0
Department of Commerce	Division of Natural Resources	Moncove Lake State Park	Gap Mills, WV	1	0
Department of Commerce	Division of Natural Resources	Panther WMA	Panther, WV	2	0
Department of Commerce	Division of Natural Resources	Beech Fork State Park	Barboursville, WV	4	0
Department of Commerce	Division of Natural Resources	Cass Scenic Railroad	Cass, WV	1	0
Department of Commerce	Division of Natural Resources	Seneca State Park	Dunmore, WV	1	0
Department of Commerce	Division of Natural Resources	Watoga State Park	Marlinton, WV	3	0
Department of Commerce	Division of Natural Resources	North Bend State Park	Cairo, WV	3	0
Department of Commerce	Division of Natural Resources	Lost River	Mathias, WV	1	0
Department of Commerce	Division of Natural Resources	Blackwater Falls	Davis, WV	3	0
Department of Health & Human Resources	Division of Health	Welch Hospital	Welch, WV	3	3

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

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

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.