



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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/08/2010				

BID OPENING DATE: 02/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 ***** 1. BID OPENING DATE HAS BEEN MOVED TO 02/04/2010. 2. PPHONE10 QUESTIONS AND ANSWERS ATTACHED. 3. PPHONE10 ATTACHMENT A - REVISED 01/07/10, ATTACHED. PPHONE10 ATTACHMENT B - ATTACHED. 4. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR RESPONDED TO. ***** END OF ADDENDUM NO. 3 *****						

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

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

INSTRUCTIONS TO BIDDERS

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

PPHONE10

Questions & Answers

1Q.	Will the State provide the calling, revenue, and cost statistics for the 10 regional jail sites (262 phones). We would appreciate this information broken down by call destination type (local, intralata, interlata, and interstate).
1A.	Regional jails have been removed from PPHONE10 Attachment A. Attachment B is actual information from the PPHONE05 incumbent. Attachment A has been revised-1/7/10.
2Q.	Will the State extend the due date for this rfq until February so the State has time to provide the information/answers to the questions
2A.	No.
3Q.	EMBARQ has 80+ coin telephones under contract with the State. Some of our sites are not listed in this rfq. Should they be included in this rfq or will Embarq continue our service for those phones and locations? Will you provide the other public telephone providers and which locations they have a contract for?
3A.	See revised Attachment B
4Q.	What is the evaluation criteria and how will the State score the quotes? Will it be on price only?
4A.	Price Only
5Q.	Will all existing contracts expire in the next 30 - 60 days? What is the maximum length of time that the awarded vendor will have to wait to begin their installation? Which State sites are under contract with a term of more than 30 days?
5A.	State law allows a 30-day cancellation provision. After award, the awarded vendor will meet with each agency with current installations and discuss installation timelines.
6Q.	What features and functionality are the regional jail systems utilizing today? (monitoring/recording, call control, Personal ID Numbers, Call allowed lists etc.) What is the expectation for this rfq?
6A.	See 1Q.
7Q.	What is the time line for a vendor to respond to a request/call from an agency?
7A.	Awarded vendor must respond within 24 hours.

PPHONE10
ATTACHMENT A
REVISED - 01/07/2010

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	5	0
Military Affairs & Public Safety	Division of Corrections	Huntington Work Release Center	Huntington	5	0
Military Affairs & Public Safety	Veterans Affairs	Veterans Home	Barboursville, Wv	7	7
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	Glennville, Wv	1	0
Department of Commerce	Division of Natural Resources	Pipesteam Resort State Park	Pipesteam, 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	Bruceton 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	Mathais, Wv	1	0
Department of Commerce	Division of Natural Resources	Blackwater falls	Davis, Wv	3	0
Department of Health and Human Resources	Division of Health	Welch Hospital	Welch, WV	3	3
Department of Health and Human Resources	Division of Health	Pine Crest Hospital	Beckley, WV	2	2

PPHONE10
ATTACHMENT B
01/07/2010

HUNTINGTON CORRECTIONAL CENTER	HUNTINGTON	WV	WV DIV OF CORRECTIONS
HUNTINGTON CORRECTIONAL CENTER	HUNTINGTON	WV	WV DIV OF CORRECTIONS
HUNTINGTON CORRECTIONAL CENTER	HUNTINGTON	WV	WV DIV OF CORRECTIONS
HUNTINGTON CORRECTIONAL CENTER	HUNTINGTON	WV	WV DIV OF CORRECTIONS
ST MARY'S CORRECTION CENTER	ST MARY	WV	WV DIV OF CORRECTIONS
ST MARY'S CORRECTION CENTER	ST MARY	WV	WV DIV OF CORRECTIONS
WV TURNPIKE - BARRIER A - NORTHBOUND	FLAT TOP	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BARRIER A - SOUTHBOUND	FLAT TOP	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BARRIER B - NORTHBOUND	PAX	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BARRIER B - SOUTHBOUND	PAX	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BARRIER C - NORTHBOUND	EAST BANK	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BARRIER C - SOUTHBOUND	EAST BANK	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BECKLEY EXXON	BECKLEY	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - BECKLEY EXXON	BECKLEY	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - MORTON EXXON	PRATT	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - NORTH BECKLEY TOLL	BECKLEY	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - NORTH BECKLEY TOLL	BECKLEY	WV	WV PARKWAYS AUTHORITY
WV TURNPIKE - REST AREA 69	GALLAGHER	WV	WV PARKWAYS AUTHORITY
BARBOURSVILLE VETERAN'S HOME	BARBOURSVILLE	WV	WV VETERANS HOME
BARBOURSVILLE VETERAN'S HOME	BARBOURSVILLE	WV	WV VETERANS HOME
BARBOURSVILLE VETERAN'S HOME	BARBOURSVILLE	WV	WV VETERANS HOME