



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 |
| COR61472 |

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|------|
| PAGE |
| 1 |

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|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| TARA LYLE 304-558-2544 |

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DENMAR CORRECTIONAL CENTER
 HC-64, BOX 125
 DENMAR ROAD
 HILLSBORO, WV
 24946

| | | | | |
|--------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 03/09/2011 | | | | |

BID OPENING DATE: 03/23/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|--------------------------------------|-----|--------|---------------|------------|--------|
| ADDENDUM NO. 1 | | | | | | |
| 1. QUESTIONS AND ANSWERS ARE ATTACHED. | | | | | | |
| 2. TO MOVE THE BID OPENING FROM 03/17/2011 TO 03/23/2011. | | | | | | |
| 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. | | | | | | |
| END OF ADDENDUM NO. 1 | | | | | | |
| 0001 | 1 | EA | | 725-57 | | |
| | TELEPHONE SYSTEMS (OVER 60 STATIONS) | | | | | |
| 0002 | 1 | EA | | 939-72-99-000 | | |
| | TELEPHONE MAINTENANCE | | | | | |

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. 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).

- 1Q. Will a VoIP phone system be accepted in this bid?
- 1A. *The system is specified as a digital system, the digital system should be able to be upgraded to VOIP feature for future date if requested by the Agency.*
- 2Q. Can we use our subcontractor for all work that requires a contractor's license?
- 2A. *No. All vendors must be licensed and have a bona fide contractor's license.*
- 3Q. tem #2 in specifications. ...”Thirty-three (33) of the administrative phones are to be new extensions and may require new cabling to be run.” As Denmar will be using some of the new extensions to replace extensions that may have been damaged or taken out of service; and that Denmar cannot know at this time as to the location of future placement of phones; may I suggest something to this effect: “Thirty-three (33) of the administrative phones are to be new extensions, some of extensions will be installed in locations that are cabled and some locations will require the installation of cable. Of these extensions that will be part of the new installation, Denmar will identify locations that require cable and those that have cable in place. ALL unused extensions are to be marked at the MDF for future use.
- 3A. *Some of the thirty three (33) stations are replacements. New installations require cabling. The facility will identify locations that require cable and those that have cable in place*
- 4Q. System to be equipped with a minimum of ___ Analog ports. (by my count 6--8 ports is all you need but if I'm the only one with that number, that you should go with the larger)
- 4A. *The system needs to be equipped with a minimum of 12 analog ports. Successful vendor is to attempt to install digital stations in outlying building, if it does not work proceed with analog port stations. The facility will keep any unused analog ports for future use if necessary.*
- 5Q. I don't think this is something that you would need to put out as an “Addendum”. As you will have some extra Digital Station, when the system is being installed, ask the Vendor to try a Digital phone at the outlying buildings to see if they will work, that is the ONLY way to know if they will or not.
- 5A. *See answer to “a” above.*

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No.

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|-------------------------------|---------------------------------|
| Company: <u>Netranom Communications</u> | <u>2801 Virginia Ave</u> | PHONE <u>304-562-4700</u> |
| Rep: <u>Kathy Smith</u> | <u>Hurricane WV 25526</u> | TOLL FREE |
| Email Address: <u>ksmith@netranom.com</u> | | FAX <u>304-562-0610</u> |
| Company: <u>Verizon (Verizon Business)</u> | <u>827 Fairmont Rd</u> | PHONE <u>304-284-0502</u> |
| Rep: <u>Lance Host</u> | <u>Suite 204</u> | TOLL FREE |
| Email Address: <u>lance.host@verizon.business.com</u> | <u>Morgantown, WV 26501</u> | FAX <u>304-284-0500</u> |
| Company: <u>STI Networks</u> | <u>PO Box 810</u> | PHONE <u>790.886.3315</u> |
| Rep: <u>Rich Crowder</u> | <u>Proctorville, OH 45669</u> | TOLL FREE |
| Email Address: <u>Rich-Crowder@STINetworks.net</u> | | FAX <u>790.886.7391</u> |
| Company: <u>F1 Hunry Realty DBA ^{Admiral} Communications</u> | <u>Po Box 6650</u> | PHONE <u>304-233-3000</u> |
| Rep: <u>Lyle Collins</u> | <u>2744 Eoff St</u> | TOLL FREE |
| Email Address: <u>L Collins@ACCcentral.com</u> | <u>Wheeling WV 26003</u> | FAX <u>1-800-336-9933</u> |
| Company: <u>POWERAY</u> | <u>4013 W. WASHINGTON ST</u> | PHONE <u>304-746-4434 x5768</u> |
| Rep: <u>RICHARD SYLVESTER</u> | <u>CHARLESTON, WV 25313</u> | TOLL FREE |
| Email Address: <u>RICHARD.SYLVESTER@POWERAY.COM</u> | | FAX <u>800-650-1703</u> |

Request for Proposal No. _____

PLEASE PRINT

Date: _____

SIGN IN SHEET

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| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|---------------------------|-----------------------------|
| Company: <u>Alpha Technologies</u> | <u>1000 Outlook Drive</u> | PHONE <u>(304) 201-7485</u> |
| Rep: <u>John Applegette</u> | <u>Hurricane, WV</u> | TOLL FREE _____ |
| Email Address: <u>japplegette@alpha-tech.us</u> | | FAX _____ |
| Company: _____ | | PHONE _____ |
| Rep: _____ | | TOLL FREE _____ |
| Email Address: _____ | | FAX _____ |
| Company: _____ | | PHONE _____ |
| Rep: _____ | | TOLL FREE _____ |
| Email Address: _____ | | FAX _____ |
| Company: _____ | | PHONE _____ |
| Rep: _____ | | TOLL FREE _____ |
| Email Address: _____ | | FAX _____ |

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 THE
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
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.**

.....
SIGNATURE

.....
COMPANY

.....
DATE