



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
CPHONE11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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	F.O.B.	FREIGHT TERMS
09/14/2011				

BID OPENING DATE: 10/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		985-77		
CELLULAR PHONE SERVICE REQUEST FOR QUOTATION (RFQ) BLANKET OPEN END STATEWIDE CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR INTEGRATED CELLULAR COMMUNICATIONS (CELLULAR) TECHNOLOGY PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/28/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED. VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM BY PURCHASING IS BINDING. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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).



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<p>ANY AND ALL INQUIRIES CONCERNING THIS SOLICITATION AFTER THE RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p>						

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			 SIGNATURE		
			 COMPANY		
			 DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</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</p>						

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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SEE SECTION 4.1 OF THE ATTACHED SPECIFICATIONS.</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</p>						

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<p>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> <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> <p>BUYER: KRISTA FERRELL-FILE 42</p>						

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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 CPHONE11 ***** TOTAL:						_____

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**REQUEST FOR QUOTATION: CPHONE11
STATEWIDE CONTRACT
INTEGRATED CELLULAR COMMUNICATIONS**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids, to establish a statewide contract for integrated cellular communications (cellular) technology. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

1.0 PURPOSE

The purpose of this RFQ is to request bids from responsible vendors with the intent to award a statewide contract to provide cellular communication services, accessories and equipment for use by State employees. These cellular communication services shall include the wireless transmission of voice and/or data. Cellular communication equipment, accessories, and devices are included, as well as the related warranty and support services. Cellular equipment shall include devices such as netbooks and tablets that have integrated cellular service and bundled with a cellular data plan.

Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

2.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s)
- B. "Manufacturer": the company who produces the equipment.
- C. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- E. Agency: any entity seeking goods/services under this "Contract"
- F. Cellular communications: A mobile device that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular lines
- G. GOOD Technology: Push e-mail and mobile device management and security products for mobile phones.

- H. Smartphone: A cellular telephone with built-in applications and Internet access. Smartphones provide digital voice service as well as text messaging, e-mail, Web browsing, still and video cameras, MP3 player, video viewing and often video calling.
- I. Roaming - Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.

2.1 BACKGROUND

The State of WV presently utilizes approximately 4900 cellular telephones, with air-time usage of approximately 21 million minutes annually, and approximately 1400 data devices (Good technology, MS Windows, RIM Blackberry and similar data devices).

3.0 SCOPE OF WORK

- 3.1 The vendor will provide an equipment package that shall include a handset (choice of candy bar or flip phone style), AC power adapter/charger, battery, user manual and related maintenance and support services provided by the manufacturer's warranty.
- 3.2 Equipment package handsets shall include vibrate functionality and E911 compatibility.
- 3.3 The following service features shall be standard and will be included at no additional charge:
 - 3.3.1 Unlimited mobile to mobile (within Vendor's network)
 - 3.3.2 Unlimited nights and weekends
 - 3.3.3 Call Waiting
 - 3.3.4 Three-way Calling
 - 3.3.5 Call Forwarding
 - 3.3.6 No Answer Transfer/Busy Transfer
 - 3.3.7 Voicemail with Message Indicator
 - 3.3.8 Caller ID
 - 3.3.9 Directory Assistance with Automatic Call Completion
 - 3.3.10 Basic Text Messaging
 - 3.3.11 State-wide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states.

- 3.4 Vendor shall activate service on new equipment within 72 hours of request or shipping.
- 3.5 Vendor shall provide the following services at no additional cost. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.
- 3.5.1 Upgrades or downgrades to service plans as needed, with no limits.
- 3.5.2 Cancellation of service without early termination fees;
- 3.5.3 Provide Local Number Portability with no penalty.
- 3.6 At least on device should come equipped with one or more of the following features:
- 3.6.1 Bluetooth turned off, as the default setting
- 3.6.2 Camera
- 3.6.3 GPS integrated
- 3.6.4 Hands-Free capable
- 3.6.5 Speakerphone
- 3.6.6 Wi-Fi
- 3.7 The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.
- 3.8 DATA SERVICES
- 3.8.1 Vendor shall provide "air cards" that allow for cellular data services for laptop or notebook computers.
- 3.8.2 When agency acquires data services, the vendor shall provide the following features at no additional charge:
- Unlimited Data
 - Unlimited Text Messages
- 3.8.3 Data services that are required by the State shall include Internet access and e-mail utilizing integrated cellular handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor or interface with the State's Microsoft Exchange e-mail system.

3.8.4 The vendor must support at least one of the following mobile operating systems:

- GOOD technology supported devices
- MS Windows Activesync
- RIM Blackberry

Integrated cellular equipment provided under this contract shall include such items as netbooks and tablets that have integrated cellular service.

4.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

4.1 ORDERING

4.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology contract administrator for approval at WVOT.CELL@WV.GOV. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.

3.6.1.2 If approved by the contract administrator the Agency will receive said approval via email.

3.6.1.3 Once the contract administrator approves the order the administrator submits the WV-39 created by the Agency to the Vendor for the approved commodity/commodities covered by this contract.

3.6.1.4 The Vendor(s) shall provide activation of new service, or portability services at no additional charge.

4.2 SUPPORT

4.2.1 Vendor(s) shall provide a toll-free support number coverage 24x7x365, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.

4.2.2 The Vendor shall repair or replacement of any malfunctioning units, must be with equipment equal to, or better than, the original unit.

4.2.3 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and cellular data cards at the end of the devices' normal life cycle as mutually agreed upon by the vendor and the State.

4.2.4 If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.

4.3 REPORTING

- 4.3.1 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.
- 4.3.2 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.
- 4.3.3 Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies.

4.4 BILLING

- 4.4.1 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.
- 4.4.2 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:
- A separate bill per service line requested
 - Aggregate billing by agency geographic location
 - Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)
- 4.4.3 This billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:
- | | |
|---|--|
| • User Name | • Plan level |
| • * Cellular Number | • *Date and time of call or data transaction |
| • Office (landline) Number | • *Number called |
| • Supervisor's Name | • *Duration of call or size of data transmission |
| • Supervisor's Office (landline) Number | • *Cost of call or data transmission |
| • Department | • *Overage charges, if applicable |
| • *Agency Name | • *Fees |
| • Unit Name | |
| • Org. Number | |
| • *Bill to address | |

*Denotes mandatory detail

4.4.7 The State of WV will not pay activation fees, disconnection fees, early termination fees, or roaming fees, within the designated "home area," as part of this contract.

4.4.8 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate. **These fees must be specifically identified in the vendor(s)' response.** The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

5.0 Award

5.1 This contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFQ and all geographic areas of West Virginia in which the State needs service. The vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the vendor(s) to be the sole point of contact with regard to all contractual matters. The vendor(s) may enter into written subcontracts for performance of work under the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

5.2 Inter-State Agreements

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment and service, outside of the terms and conditions of any contract resulting from an award of this RFQ.

5.3 Separate and Independent Government Agreements

The Vendor(s) may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

6.0 CHANGES AFTER THE AWARD

6.1 Upgrades

Due to continuing evolution of cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to ensure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to ensure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFQ may participate in this upgrade of the State's integrated cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

State of West Virginia 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.

RFQ No. CPHONE11

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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____