



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
10/03/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (CPHONE11),		
				2.) PROVIDE REVISED SPECIFICATIONS,		
				3.) PROVIDE REVISED COST SHEETS, AND		
				4.) EXTEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 10/18/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		985-77		
				CELLULAR PHONE SERVICE		

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).

Statewide Contract - CPHONE11

Technical Questions

- Q. 3.8.2 - Could you clarify what "unlimited data" references? Do you want information on rate plans that have unlimited data for aircards, tablet pc's, PDA phones as well as standard cell phones?
- A. We want plans with unlimited data for all devices.
- Q. 4.3.2 - Could you clarify what percentage the state is comfortable with optimizing? Example: Would you like to get reports that optimize to within 5% of overall usage or a report that shows optimization to 1% of overall usage? Would you like the reports by cost center/ department breakout quarterly?
- A. Five percent (5%), the report should be by agency by account number quarterly.
- Q. Please let us know if you would like the following reports as part of this quarterly optimization
- a. Billing and Invoice management – comprehensive, centralized bill presentment, reporting, analytics and detailed cost allocations
 - b. Billing Analysis and Expense Optimization – usage data trending and carrier plan analysis for maximized savings
 - c. Live asset tracking report (which maintains accurate inventory of all devices and service plans over real time or a static asset tracking report that shows asset tracking on a monthly basis
 - d. Reports that identify abandoned or orphaned devices
 - e. Subscriber reports that show average billing by department or cost center on a quarterly bases
 - f. Order tracking reports that provide real time alerts to managers –auto generated emails alerting management of shipments and procurements.
- A.
- a. Yes
 - b. Yes
 - c. Yes with real time asset tracking
 - d. Yes
 - e. Yes see answer to question under 4.3.2 above.
 - f. Yes

Q. Bid due date 10/13 at 1:30pm. Please confirm

A. The bid opening will be extending to 10/18/11 at 1:30 p.m.

Q. How many printed copies of the response would you like us to send?

A. Two copies please.

Q. Would you also like to receive an email with the response or a CD?

A. The Purchasing Division may not accept bids via email. Vendors submitting electronic versions should include via CD or thumb drive.

Q. Will these questions be answered via email and by what date?

A. Questions will be answered by formal addendum.

Q. Can we have a two week extension on the Bid Opening Date?

A. Unfortunately the current contract expires on 10/31/11. The bid opening can only be extended to 10/18/11 at 1:30 p.m.

Q. Please confirm only one copy of the bid must be submitted to Purchasing. In addition, please confirm that a second copy of the bid does not have to be delivered to the Auditor's office.

A. We would like to have 2 copies of the bid. The Auditor Copy requirement was retracted by WV State Code change in 2007.

Q. Can the Vendors submit additional pricing (rate plans) that are not reflected on the State's CPHONE11 Cost Sheet 2?

A. Yes

Q. Can the Vendor submit pricing for Services (Push to Talk) and Mobile Applications which are not requested in the bid? There are a number of State Agencies utilizing mobile applications from the existing contract and other applications have been requested?

A. Yes

Q. Please confirm that Directory Assistance with Automatic Call Completion (3.3.9) shall be included at no additional cost? Typically Directory Assistance (411) is a billable service.

- A. 3.3.9 will be removed from the requirements for Directory Assistance be provided at no additional cost. The specifications have been adjusted accordingly.
- Q. Please confirm that Basic Text Messaging be provided at No Additional Charge (3.3.10) on all devices. Please clarify – Is the State requiring that the Vendor provide Basic Text Messaging as a Service? Or Is the State asking for Unlimited Basic Text Messaging – FREE? CPHONE11 Cost Sheet 2 request pricing for Text Messaging.
- A. We are deleting the requirement 3.3.10 related to texting at no additional cost. Texting should be bid as part of the package related to the cost sheet.
- Q. 6.1.4 Requires Activation of Service at no charge. Is the State Willing to Pay an Upgrade Fee of \$18? In addition, 4.4.7 does not specify Upgrade Fee
- A. We are changing the number scheme on 3.6.1.2 to 4.1.2 and 3.6.1.3 to 4.1.3 and 3.6.1.4 to 4.1.4.
- 4.4.7 will now read :The State of WV will not pay activation fees, disconnection fees, early termination fees, upgrade fees, or roaming fees, within the designated “home area,” as part of this contract.
- Q. The USF Fee changes Quarterly. Can the State automatically adjust the USF Fee so that a change order does not have to be submitted? In some cases, Vendors are being required to credit back USF fees due to the quarterly USF Fee rate change. The Vendors are required to pass through the USF fee and do not control pricing or price changes.
- A. Any alterations to the contract must be facilitated through formal change order submitted to the Purchasing Division. All changes are subject to approval.
- Q. Do we include Fees in the Total Cost on the CPHONE11 – Cost Sheet 2?
Or simply show them on Cost Sheet 5 and do not include on Cost Sheet 2
- A. Cost sheet two is for services only and not fees. Fees should be listed on cost sheet 5.
- Cost sheet 2 will now read “Overage Charges” Instead of “overage fees”
- Q. CPHONE11 – Cost Sheet 2 / Section Basic Voice / Data Plan – Please clarify: The cost for unlimited minutes will be provided in the Basic Voice Plan section. Is this data plan for a voice device or Smartphone?
- A. On Cost sheet 2 the section for “Basic Voice” is for a cell phone with just voice service, the “Basic Voice/Data Plan” is for cell phones with internet connectivity, the “Basic Data Plan” is for Smart phones.

Q. Basic Data Plan – Please clarify what pricing is desired in this section. Smart Phone; Air Card; Mi-Fi?

A. We will add to the cost sheet lines under the “Basic Data Plan” costs for Air Cards and Mi-Fi.

Q. Would the State be open to discussions to review the equipment pricing update procedure? End Users always want the newest devices. In some instances, there can be delays in getting the equipment change orders posted.

A. Any alterations to the contract must be facilitated through formal change order submitted to the Purchasing Division. All changes are subject to approval.

**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 Basic Text Messaging
 - 3.3.10 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 one 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.

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

4.1.3 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.

4.1.4 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, upgrade 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.