



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
LDPHONE13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 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
05/20/2013

BID OPENING DATE: 06/25/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-77		
TELEPHONE SERVICES, LOCAL AND LONG DISTANCE. REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A STATEWIDE "OPEN-END" CONTRACT TO PROVIDE TRADITIONAL LONG DISTANCE (INTRASTATE, INTERSTATE, AND INTERNATIONAL) AND NECESSARY DEDICATED T-1'S TO HANDLE THE TRAFFIC, CALLING CARDS, INBOUND TOLL FREE CALLING AND DEDICATED T-1'S IF APPLICABLE, AND DIRECTORY ASSISTANCE, PER THE ATTACHED TERMS & CONDITIONS, AND SPECIFICATIONS AS ATTACHED. ***** THIS IS THE END OF RFQ LDPHONE13 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

June 10, 2013 at 1 PM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical

[] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 25, 2013 at 1:30 PM. EST.

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- [] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- [] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- [] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- [] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- [] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- [] **Commercial General Liability Insurance:**
[] or more.
- [] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- [] []
- [] []
- [] []
- [] []
- [] []

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
LDPHONE13 Long Distance/Centrex Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a statewide contract for traditional long distance (intrastate, interstate, and international) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling and dedicated T-1s if applicable, and directory assistance. Vendors are also invited to provide bids to replace the current Custom Digital Centrex Network.

A consolidated backbone network serves WV state government and educational institutions. Dedicated intralata facilities within the network are currently leased from Frontier. This network carries international switched facilities, all inbound calling functions, interlata connectivity (dedicated and switched), interstate connectivity (dedicated and switched) and toll free services (inbound and outbound). The State has provided a spreadsheet listing the current usage (Attachment A) and a list of the current connectivity (Attachment B). Vendors must note that the quantities listed are approximate only and are not to be considered "guaranteed".

There are 31 Centrex nodes placed strategically throughout the State. The reason for the strategic placement of these nodes is/was to offer a wider area for local calling. In addition to routing the calls made through these Centrex nodes (ARS), these nodes also provide the local dial tone and telephone lines to the respective geographic areas. With regards to long distance, they are placed via either dedicated or switched at the same rate. Egress points for this traffic are located in Charleston, WV and Clarksburg, WV.

Examples:

A. An agency is connected/serviced through the Centrex node in Huntington, WV. When this agency wants to call Morgantown, WV, the call is processed at the Huntington node and via ARS, the call gets routed across the network (and the LATA crossing) and hops off at the Morgantown, WV node and results in a local call.

B. When this same agency (referenced above) wants to make a long distance interstate call, the call gets routed from the Huntington, WV Centrex node to the Charleston egress, hops off on to the Long Distance provider's network and completes the call.

C. When this same agency (referenced above) wants to call another agency in the Bluefield LATA, the call is routed to the Charleston egress point, where it hops off onto

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the Long Distance provider's network, stays on the Long Distance provider's network to Bluefield, hops off at the correct Central Office and completes the call.

D. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intralata, interlata, interstate, etc.), the calls gets switched at the Central Office by means of a LPIC/PIC code to the Long Distance provider's network and the call is completed.

E. When an agency has a dedicated T-1 line for Long Distance access, their telephone system acts as the ARS to route calls either across the LEC's lines or across the dedicated Long Distance provider's facilities.

In addition to the dedicated facilities for the egress points, some agencies have dedicated T-1s to handle their inbound toll free traffic as well as the outbound long distance. It should also be noted that not all state services related to this contract are currently being handled by the State's incumbent provider. This may be, partially, due to: exempt agencies (legislative, judicial, higher education) or services that have not been identified as needing to be converted to the statewide contracted services.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.

2.1 **"Contract Item"** or **"Contract Items"** means traditional long distance (Intrastate, Interstate, and International) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling and dedicated T-1s if applicable, directory assistance, and Centrex Services.

2.2 **"Pricing Pages"** mean the pages upon which the Vendor should list its proposed price for the Contract Services in the manner requested by thereon. Exhibit A is the pricing pages showing the cost of each item and Exhibit B is the scenarios from which the evaluation will be based.

2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as: LDPHONE13.

2.4 **"ARS"** means Automatic Route Selection.

2.5 **"Centrex"** means a PBX-like service providing switching at the central office instead of at the customer's premises.

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- 2.6 **“Dedicated”** means network access for locations with sufficient traffic volumes to support circuits devoted to the direct access of the carrier.
- 2.7 **“DSL”** means Digital Subscriber Line. This is a technology that provides Internet access by transmitting digital data across the wires of a local telephone network.
- 2.8 **“FCC”** means Federal Communications Commission.
- 2.9 **“INTERLATA”** means a call that is placed within one LATA (Local Access Transport Area) and received in a different LATA. These calls are carried by a long distance company.
- 2.10 **“INTRALATA”** is also known as "local toll" or "local long distance." These are calls that originate and terminate in the same Local Access Transport Area (LATA), but still require a 1 + in order to complete them. Your local carrier is allowed by law to reserve a geographic area (not more than 50 miles) around your home for intralata calls NOT passed to your long distance carrier. These areas (in some localities called "zones") are typically listed in the front of your local phone book.
- 2.11 **“ISDN”** means Integrated Services Digital Network (ISDN) is a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network.
- 2.12 **“IXC”** means Inter Exchange Carrier.
- 2.13 **“LATA”** means Local Access Transport Area also called Service areas by some telephone companies. It's a local (one of approximately 196) geographical areas in the US within which a local telephone company may offer telecommunications services-local or long distance.
- 2.14 **“LEC”** means Local Exchange Carrier.
- 2.15 **“LPIC/PIC”** means Local Primary Interexchange Carrier/Primary Interexchange Carrier.
- 2.16 **“NPA”** means Numbering Plan Area is a three digit code commonly called an area code.
- 2.17 **“NXX”** means Central office code, also known as exchange or prefix.
- 2.18 **“PIC”** means Primary Interexchange Carrier – the primary long distance carrier through which all interstate long distance calls are made (1+ dialing).
- 2.19 **“PRI”** means Primary Rate Interface.

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- 2.20 **“Project Manager”** means responsible party for managing the implementation and conversion of this contract, as well as serving as the Single Point of Contact for the life of the contract.
- 2.21 **“Q931”** means standard ISDN connection control signaling protocol.
- 2.22 **“SLD”** means Schools and Libraries Division of the Universal Service Administration Company
- 2.23 **“SPOC”** means Single Point of Contact.
- 2.24 **“Switched”** means network access via the State’s contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.
- 2.25 **“TCR”** means Telecommunications Change Request.
- 2.26 **“USAC”** means Universal Service Administration Company.
- 2.27 **“USF”** means Universal Service Fund.
- 2.28 **“WVOT”** means West Virginia Office of Technology.

3 GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

3.1.1 Long Distance Services

3.1.1.1 Per Minute Charges shall be based and billed on six (6) second increments after the initial eighteen (18) second increment.

3.1.1.2 Per Minute Charges for long distance calls shall be the same regardless if the call is made using switched or dedicated facilities. If a change to the current environment described above changes, the vendor must describe what impact, if any, this would have on the vendor’s pricing and/or ability to deliver contracted services.

3.1.1.3 All connectivity charges and coordination efforts required to connect to the two egress points will be the responsibility of the successful vendor.

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3.1.1.4 The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to WVOT quarterly.

3.1.1.5 The two egress points must have switched overflow capabilities in addition to the dedicated facilities.

3.1.1.6 Transition to the new service should be transparent to the station user. Dialing procedures must remain unchanged.

3.1.1.7 The vendor must be completely responsible for coordinating with the local exchange carriers in getting the LPIC/PIC code changed and placing a freeze on the changes for all existing outbound long distance services. This will be at no cost to the State. The WVOT realizes any current LPIC/PIC freeze will be the State's responsibility to lift until the new LPIC/PIC changes are made.

3.1.1.8 Vendor must provide international calling. Although the per minute rate proposed by the vendor for International calling will not be included as part of the cost evaluation, this rate must be included as part of the vendor's response.

3.1.1.9 Call detail records must be provided in an electronic format as specified by the WVOT for all calls made through the switches. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call and cost per call.

3.1.1.10 The Vendor cannot bill for more than one circuit at any one location.

3.1.2 Calling Cards

3.1.2.1 The vendor will be responsible for issuing approximately 4,000 replacement cards.

3.1.3 Inbound Toll Free Calling

3.1.3.1 Based on FCC 800 portability regulations, no change in the present toll free numbers shall be acceptable.

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3.1.3.2 All converted and/or new dedicated facilities (i.e., T-1s, PRIs, etc.) must be included in the cost per minute. The state shall not pay a separate charge for these facilities.

3.1.3.3 The vendor must provide "advanced" features for supporting inbound toll free services. This shall include, but not be limited to, the features listed below. Where available, the State has identified the estimated quantity. The quantities of these features may change; therefore, the vendor must describe how changes in these quantities affect the bottom line cost.

Call Referral: This feature allows the toll free call to connect to the Customer's CPE (Customer Premise Equipment). The toll free call is routed based on caller-entered digits (i.e., "Please Press 1 to hear about White Water Rafting") or rotary default (i.e., "If you do not have a touch tone phone, please stay on the line.").

Caller Transfer: This feature allows a caller to be transferred to another toll free number based on the digits entered (i.e., "Press 1 if you are interested in making reservations at Canaan Valley State Park.") The caller would have dialed the 1-800-CALLWVA but when they press 1, they would be transferred to the 800 number of Canaan Valley.

Informational Announcement: This feature offers a recorded voice message which may be used to assist in call routing. The message may be a menu of options, information prior to call termination, or information prior to connecting the call to the customer's location.

Area Code Routing: This feature allows a customer to route calls to the same toll free number to a different terminating location (switched or dedicated) based on the originating area code of the caller. Quantity: 4

Area Code Selection: This feature allows a customer to allow or block calls to a toll free number based on the originating area code of the caller. Quantity: 42

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Area Code/Exchange Routing: This feature allows a customer to (1) route calls to the same toll free number to different terminating locations (switched or dedicated) based on the originating area code (NPA) and exchange (NXX) of the caller and (2) allows a customer to block calls to a toll free number based on the originating area code (NPA) and exchange (NXX) of the caller. Quantity: 6

Day of Week Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the day of the week. Quantity: 9

Time of Day Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the time of the day. Days may be divided into 15 minute increments. Quantity: 23

3.1.3.4 During Implementation/Conversion, the vendor is responsible for providing weekly updates for all toll free services that are being processed via a "Responsible Organization Change Authorization" (Resporg) form.

3.1.3.5 Call detail records must be provided in an electronic format as specified by the WVOT for all inbound toll free calls. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call, cost per call, and if the call was made from a payphone.

3.1.4 Dedicated Facilities

3.1.4.1 The vendor must provide, at no additional cost to the State, dedicated T-1s to carry the traffic (inbound and outbound) via the egress points (Charleston and Clarksburg). All costs associated with the egress points must be paid by the vendor.

3.1.4.2 The vendor is responsible for monitoring the dedicated facilities located at the egress points and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. A summary of the analysis must be reported to the WVOT quarterly.

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3.1.4.3 The vendor must provide T-1s at no additional cost to the State, to support users requiring dedicated facilities to support their inbound and/or outbound traffic with an average usage of 50,000 or more minutes per month.

3.1.4.4 The vendor is to provide the costs associated with a dedicated T-1 installed at a user's facility to support their inbound and/or outbound traffic with average usage of less than 50,000 minutes per month. The vendor shall identify the one-time costs and monthly recurring costs for said T-1 on the Mandatory Price Quote. If the rate is based on the user's proximity to a vendor's POP, the vendor shall identify the location of their POPs supporting the State of West Virginia.

Listed below is the State's current inventory for T-1s:

QTY	NPA	NXX	
2	304	293	
1	304	340	
1	304	344	Charleston Egress Location
3	304	384	
4	304	442	
1	304	558	
6	304	696	
2	304	744	
1	304	786	
3	304	926	
1	304	622-627	Clarksburg Egress Location

3.1.5 Directory Assistance

3.1.5.1 The vendor shall provide Dial "0" Operator Assistance and Interstate Directory Assistance.

3.1.5.2 In the event Operator services fail or overflow, the vendor shall have alternate routing to other facilities or another IXC operator and such alternate routing shall be transparent to the end user.

3.1.6 Replacement of Centrex Digital Access Intercity Network

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3.1.6.1 The Vendor will own and manage all the communication equipment and software necessary to implement the Centrex Service.

3.1.6.2 The Vendor will provide analog intercom with Band A Mileage including all standard features set forth in the applicable tariff for ARS Deluxe features.

3.1.6.3 The Vendor will provide analog intercom with Band B Mileage including all standard features set forth in the applicable tariff for ARC Deluxe features.

3.1.6.4 The Vendor will provide ISDN BRI 2B+D CSV Centrex Lines including all standard features set forth in the applicable tariff.

3.1.6.5 The Vendor will provide ISDN BRI 2B+D CSD Centrex Lines including all standard features set forth in the applicable tariff.

3.1.6.6 The ETN Backbone and Interexchange Features will be included in the cost of the Centrex analog and ISDN line rates.

3.1.6.7 The ISDN PRI costs will be included in the cost of the Centrex analog and ISDN line rates.

3.1.6.8 The Vendor will provide the following optional features: Music in Queue, Centralized Monitoring and Assistance (CMAC) per line, Station Message Detail Recording (SMDR) via Tape, Voice Mail w/30 minutes of storage, Voice Mail w/45 minutes of storage, and the Personal Receptionist feature.

3.1.6.9 The Vendor will provide DSL Internet access by providing digital data over the wires of the local telephone network.

3.1.6.10 The Vendor will provide 4-wire voice grade service.

3.1.7 Implementation/Conversion

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3.1.7.1 The Start Date for Implementation/Conversion shall begin no later than fifteen (15) business days after the vendor has received the list of information from the State as outlined by the vendor in response to this mandatory specification. The vendor should submit, as part of their response, the type of information and level of detail required from the WVOT for the implementation/conversion process. Prior to award, the actual information/detail will be mutually agreed upon by both the vendor and the WVOT.

3.1.7.2 Implementation/Conversion of existing services shall be as per the following timeframes:

a. Outbound long distance (interexchange) services in place at the time of award must be converted to the new carrier no later than 60 calendar days after the Start Date at no additional cost to the State. Dedicated outbound long distance services shall be converted within 45 calendar days after the aforementioned outbound long distance services are converted.

b. Calling cards must be converted to the new carrier no later than 45 calendar days after the Start Date at no additional cost to the State.

c. Inbound toll free services, without dedicated T-1s and/or Advanced features, must be converted no later than 90 calendar days after the Start Date at no additional cost to the State. All remaining toll free services must be converted no later than 45 days after the initial toll free services have been converted.

3.1.7.3 If the vendor fails to meet the required implementation/conversion timeframes within 180 calendar days from the Start Date, the State has the option of withholding 10% of the invoiced charges for each month the time frames are not met. If, after an additional 60 calendar days, these time frames still will have not been met, the State reserves the right to rebid the services and any money that has been withheld will revert back to the WVOT.

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3.1.7.4 Prior to actually beginning the implementation/conversion process, an initial face-to-face meeting will be held at the WVOT facility for all key members of the vendor's project team and the WVOT staff. This meeting shall occur within fifteen (15) business days of award.

3.1.7.5 The vendor must submit, as part of their response: a) a detailed implementation plan that insures the smooth transition to the new service; (b) a sample of their electronic billing; and (c) an overview of the vendor's customer support and trouble resolution services. Be advised that WVOT has limited resources to dedicate to this project so the State expects the vendor to assume all of the responsibilities required for implementation/conversion.

3.1.7.6 The vendor will be responsible for any PIC Switching fees. This fee is charged by the local provider when you change long distance carriers.

3.1.7.7 The vendor will be responsible for any Local Number Portability Charges incurred when switching from one local telephone service provider to another. All agencies must have the ability to retain, at the same location, their existing local telephone numbers.

3.1.8 Project Management

3.1.8.1 Transition Project Manager

3.1.8.1.1 The vendor shall be required to designate a person as the single point of contact who is responsible for managing the implementation and conversion of these services. The Transition Project Manager will be housed at the WVOT's facility in Charleston, WV until 90% of all existing services have been completely converted.

3.1.8.1.2 A kick-off meeting will be scheduled within fifteen (15) business days of the contract award. The Vendor's key personnel and other appropriate individuals shall be in attendance. The draft Implementation Plan submitted by the Vendor with his bid will be discussed at this meeting. The final versions of this document shall be provided within ten (10) business days of the Kick-Off Meeting. At the kick-off meeting, the State

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will provide to the Vendor the long distance account inventory information including agency name, division, agency address, agency telephone number.

3.1.8.1.2 At a minimum, the Transition Project Manager shall be onsite at least three (3) full business days each week (9 AM – 5 PM, EST). WVOT will provide network and Internet connectivity for the Transition Project Manager but all PC hardware, software, and peripherals shall be the responsibility of the vendor. Additionally, any VPN access that may be needed by the Transition Project Manager shall be the responsibility of the vendor. To meet this requirement, there will be no additional cost to the State, including, but not limited to travel, lodging, and meals. All costs shall be inclusive.

3.1.8.2 Contract Project Manager

3.1.8.2.1 After the Implementation and conversion is complete, the Vendor will assign a Contract Project Manager to serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc. for the life of the contract. The Contract Project Manager shall be available to the State staff via a nationwide toll free calling service, and will meet with the WVOT staff at the WVOT facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT. This meeting will be used to keep the bill reconciled and to deal with any disputes.

3.1.8.2.2 The Contract Project Manager shall be responsible for ensuring all vendor staff supporting the State's account will be advised of the contract, the terms and conditions, operational requirements, etc. This shall be required if, or when, the vendor assigns/reassigns new staff to the account. The Contract Project Manager will be required to ensure all of the information necessary to effectively support the State's account is conveyed during any vendor staff transition. The Project Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management.

3.1.8.2.3 The Contract Project Manager may appoint a designee to serve in his place as SPOC for specific functions (i.e. new services). If the Contract Project Manager does such, the WVOT shall be notified in writing of this

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appointment. At a minimum, the Contract Project Manager must provide the employee's name, all contact information (telephone number, e-mail, etc.), escalation personnel, and the area(s) of responsibility.

3.1.8.2.4 The WVOT reserves the right to request a new Contract Project Manager if the WVOT notifies the vendor of project defects, milestones not being met, etc. and the vendor fails to correct the issues within a mutually agreeable time frame.

3.1.8.2.5 The Contract Project Manager is responsible for monitoring and reporting on the status of new installations. The Contract Project Manager will contact WVOT when new installations are scheduled and when the new installation is completed.

3.1.8.2.6 The Contract Project Manager is responsible for monitoring and reporting on the status of interruptions to service (incidents). For any outages, periodic status updates are required until service has been restored. Once service has been restored, the Vendor will contact the agency and WVOT that the issue has been resolved.

3.1.9 Traffic Study

3.1.9.1 The Vendor shall perform and report a traffic study on the dedicated services no more than one hundred twenty (120) days after the installation is approved by the State. The traffic study report shall contain at a minimum total calls and total duration times, and any recommended actions (e.g., add or remove trunks) to maintain a P.01 grade of service, that may stem from the results of the traffic study.

3.1.9.1 Subsequent studies and their reports must be performed every 12 to 18 months thereafter and submitted to WVOT within fifteen (15) business days of the report being finalized.

3.1.10 Billing and Payment

All services offered under this contract that are managed by the WV Office of Technology (WVOT) will be billed on one (1) master account with subaccounts, as defined by the State. The master account is an aggregate of

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all subaccounts, both usage and cost. The detailed information for the master account is provided at the subaccount level (i.e., call record detail, etc.). The WVOT is responsible for administering the services under this contract, allocating the charges to the respective customers and collecting their payment, and then rendering payment to the vendor via the master account invoice.

3.1.10.1 All moves, adds, disconnects, or changes to services offered under this contract and billed via the master account are managed via a Telecommunications Change Request (TCR) form. A copy of the TCR and instructions on the use of the TCR can be found at <http://www.technology.wv.gov/ProductsAndServices/Pages/DownloadableForms.aspx>. This TCR is required to be approved by the WVOT and submitted to the vendor for processing. Any charges incurred on the master account without an approved TCR are not considered valid and will not be paid. WVOT is in the process of modifying/automating the TCR process. The Vendor must agree to work with WVOT to insure that the vendor's system will function properly when the new process is implemented.

3.1.10.2 All charges incurred by any State agency required to submit a TCR for services offered under this contract must be billed via a master account by the vendor. For any charges that fail to bill on the master account, the WVOT reserves the right to refuse payment.

3.1.10.3 When a number is added to an account with charges from a vendor other than the long distance vendor, the long distance vendor agrees to assume all responsibility for these charges. For instance, currently when a number is added, Sprint creates an account and submits a bill to the State. The long distance vendor must either work out an arrangement with the other vendor so that the long distance vendor is charged directly, or the long distance vendor must agree to pay the invoice on behalf of the State.

3.1.10.4 The invoice should reflect the Previous Balance Due, any credits, debits, and adjustments that are to be applied against the Previous Balance Due, and the Current Month Charges (charges for the current billing period). These amounts should equal the Total Balance Due.

Previous Balance Due	\$100.00
Payment Received	- \$10.00

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Adjustments*	- \$20.00
Past Due Charges	\$ 70.00
Current Month Charges	\$ 50.00
Total Balance Due	\$120.00

*Any adjustments made toward a previous monthly charge.

For example, if the current billing month is October and a credit needs to be applied for services billing in August, the October invoice would show the previous (or unpaid balance) along with credits, debits and/or adjustments plus the total current charges. These entries would equal the "Total Balance Due".

3.1.10.5 Additional billing for past billing periods must be within five (5) months (ultimately allowing a total of six (6) months billing at any one time. All credits, debits, and/or adjustments for prior month's billing must be applied no later than two (2) billing cycles from when the billing error was submitted to the vendor.

3.1.10.6 The Vendor must comply with the terms of Senate Bill 700 and the Legislative Rules with regards to billing and payment. See <http://www.legis.state.wv.us/legishp.html> for a copy of the Senate Bill and <http://www.wvsos.org/adlaw/proposed/161-02%20er.pdf> for the Legislative rules.

3.1.10.7 The vendor will submit a single master account bill to the WVOT each month for all state entities. This master account bill must be submitted to WVOT to ensure compliance with the contract terms. All charges must be at the designated subaccount level and must be broken down by type for each line/circuit.

3.1.10.8 The single master account bill, which must also include the detailed backup, will be provided in electronic format. If a PDF is provided, the calling detail must be separated by individual accounts as defined by the WVOT since this back-up must be included with the statement of charges for each specific user. Currently, we have approximately 1,000 distinct accounts (sub accounts) billing on the master account that we allocate to the users along with the appropriate detailed back-up.

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3.1.10.9 The vendor's billing must include a listing of all dedicated facilities, etc., that are required to support the services of this contract even though they are at a zero charge. This will ensure a complete and accurate inventory of all services at all times that the State must maintain in order to be ensured of effective services.

3.1.10.10 The vendor must provide to WVOT a complete inventory list every two weeks via electronic file. This inventory must include a list of the numbers/circuits on each account.

3.1.10.11 When a new service/line is activated, the vendor must notify WVOT within 48 hours to insure that billing records can be updated.

3.1.10.12 The 90-day payment process will begin on the date the WVOT receives an acceptable electronic invoice. WVOT will send the vendor disputes to the bill within 30 days of receipt of the invoice. The vendor must respond (either agreeing or disagreeing with documentation) within 45 days of receipt of the dispute.

3.1.10.11 The services requested in this RFQ must be provided by a telecommunications carrier, i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the FCC in connection with the Universal Service Order. The school districts and libraries intend to apply to the SLD of the USAC for discounts on the eligible services in this contract on an annual basis.

3.1.10 Training and Support

3.1.10.1 The vendor shall provide hands-on training to the WVOT staff which shall include but not be limited to: how to read the paper invoice, define the billing line items, explain the detailed back-up that is provided, etc.

3.1.10.2 The vendor shall provide training for up to five (5) WVOT staff on the electronic billing platform.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page(s): The Vendor must complete each Pricing Page per service. Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in the Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

4.2.1 If the vendor's pricing algorithm results in a rounding on the vendor's billing, the vendor's response must clearly describe how the rounding impacts their proposed per minute costs. This must be incorporated into the pricing structure for evaluation purposes.

4.2.2 The vendor must identify any regulatory costs that are separate from the per minute cost, such as Universal Service Fund (USF), and how these costs are applied. For example, how and to what service does the USF apply? It is preferred, any tariff, etc. that impacts these fees should be listed in the vendor's response for reference. The vendor should note if these tariffs are subject to change and where the State can confirm the current tariff rate for these fees.

4.2.3 Costs identified that are in addition to the per minute charge (i.e. Universal Service Fund) and/or are government mandated charges must be identified separately on the "Other Cost Sheet".

4.2.6 Failure on the part of the vendor to include this information will result in the State denying any charges that exceed the per minute price quote.

4.3 Cost Evaluation Cost Sheet

The Cost Evaluation Cost Sheet (Exhibit B) shows examples of typical usage. These costs will be used in the cost evaluation.

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4.3.1 Vendor should complete the Cost Evaluation Cost Sheet in full as failure to complete this page in its entirety may result in Vendor's bid being disqualified.

4.3.2 Regarding the pricing for a T-1, the most expensive price for a T-1 listed by the vendor is to be used on the Cost Evaluation Cost Sheet. A vendor's T-1 pricing of "Individual Case Basis", is not considered acceptable.

4.3.3 The vendor meeting the requirements of the bid with the lowest total cost based on the Cost Evaluation Cost Sheet will be considered the successful vendor.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PERFORMANCE

Vendor and WVOT shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables based on the Project Management Plan discussed at the kick-off meeting.

6. PAYMENT

6.1 Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6.2 Only those costs identified on the Cost Sheets will be considered legitimate charges. The WVOT reserves the right to refuse payment for all other fees/charges.

6.3 To the extent possible by law, the vendor shall extend to the State the lowest rates and charges for all services provided in response to this RFQ that it offers to any other customer similarly situated.

7. TRAVEL

7.1 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the fees listed in the Vendor's bid, but such costs will not be paid by the State separately.

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ATTACHMENT A

CURRENT USAGE OF CUSTOM DIGITAL CENTREX NETWORK

SERVICE: PER LINE	QUANTITY
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	13,981
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	1,052
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff)	1,332
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff)	254
OPTIONAL FEATURES	
Music in Queue	1
CMAC (per line)	6,033
SMDR via Tape	7
Voice Mail w/30 minutes storage	2,135
Voice Mail w/45 minutes of storage	46
Personal Receptionist	653
INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:	
ETN Backbone & Interexchange Features	1
ISDN PRI	20
TARIFF RATES:	
Exchange Access	Per Line
Federal Subscriber Line Charges	Per Line

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Attachment B

Custom Digital Centrex Locations

Beckley	Hinton	Parkersburg
Bridgeport	Huntington	Point Pleasant
Buckhannon	Lewisburg	Rainelle
Charleston	Logan	Ripley
Charleston	Madison	Spencer
Clarksburg	Martinsburg	St. Albans
Dunbar	Moundsville	Summersville
Elkins	Morgantown	Weston
Fairmont	New Martinsville	Wheeling
Grafton	Nitro	Williamson

DSL Service

Beckley to Charleston
 Dunbar to Charleston
 Huntington to Charleston
 Logan to Charleston
 Parkersburg to Charleston
 Buckhannon to Clarksburg
 Fairmont to Clarksburg
 Lewisburg to Clarksburg
 Morgantown to Clarksburg
 Moundsville to Clarksburg
 Weston to Buckhannon
 Elkins to Buckhannon
 Wheeling to Moundsville

4-Wire Voice Grade Service

Hinton to Beckley
 Rainelle to Lewisburg
 Williamson to Logan
 Dunbar to Charleston
 Kanawha City to Charleston
 Madison to Charleston
 Nitro to Charleston
 Point Pleasant to Charleston
 Ripley to Charleston
 Spencer to Charleston
 St. Albans to Charleston
 Summersville to Charleston

REQUEST FOR QUOTATION
 LDPHONE13 Long Distance/Centrex Services

Exhibit A
 Page 1 of 4

PRICING SHEET

INBOUND TOLL FREE SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
Inbound Toll Free	Initial 18 second increment			
	6 second increment			
	Per Minute			
Inbound Toll Free – Dedicated	Initial 18 second increment			
	6 second increment			
	Per Minute			
User Dedicated T-1				
Interactive (Advanced Feature) Toll Free Services*				

- Vendors are to list all services/features provided, even if at No Charge.

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Exhibit A
Page 2 of 4

PRICING SHEET

OUTBOUND LONG DISTANCE SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
IntraState/Intralata* Outbound Long Distance	Initial 18 second increment			
	6 second increment			
	Per Minute			
IntraState/Interlata* Outbound Long Distance	Initial 18 second increment			
	6 second increment			
	Per Minute			
User Dedicated T-1	Per T-1			
InterState Outbound Long Distance*	Initial 18 second increment			
	6 second increment			
	Per Minute			
User Dedicated T-1	Per T-1			

- Switched and Dedicated

CALLING CARD SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
Calling Card Service	Initial 18 second increment			
	6 second increment			
	Per Minute			

REQUEST FOR QUOTATION
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Exhibit A
 Page 3 of 4

PRICING SHEET

OTHER SERVICES

This section is to include all charges that the vendor will bill, and as legally can be paid by the State, that are in addition to the costs identified in the other Cost Sheets. The following descriptions have been listed since they are typical charges but the vendor is required to add any additional charges that would apply to the services being requested. The Vendor is to indicate if there are any minimums/maximums associated with this service. For example, each BTN is granted a specific amount of directory assistance calls for free and then all subsequent calls are at a per call rate.

Description	Type of Service	Based on Unit of Measure	Proposed Unit Cost	Regulatory Fees
Universal Service Fund (USF)	Outbound Long Distance – Interstate ONLY			
Payphone Surcharge for Inbound Toll Free	Inbound Toll Free			
Directory Assistance	Outbound Long Distance			
National Directory Assistance	Outbound Long Distance			

REQUEST FOR QUOTATION
LDPHONE13 Long Distance/Centrex Services

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Exhibit A
Page 4 of 4

PRICING SHEET

CENTREX SERVICES

Description	Proposed Unit Cost	Regulatory Fees
Analog Intercom with Band A Mileage ("line")		
Analog intercom with Band B Mileage ("line")		
ISDN BRI 2B+D CSV Centrex Line ("line")		
ISDN BRI 2B+D CSD Centrex Line ("line")		
Music in Queue		
CMAC (per line)		
SMDR via Tape		
Voice Mail w/30 minutes of storage		
Voice Mail w/45 minutes of storage		
Personal Receptionist		
DSL Static 3 - DSL 3.0M Static 1 IP month-to-month		
DSL Static 5 - DSL 6.0M Static 1 IP month-to-month		
Additional Charge for block of 5 IP addresses		
DSL Static 3 - DSL 3.0M Static 5 IP month-to-month		
Internet Security Suite (antivirus)		
High Speed Internet - DSL 10.0M Dynamic month-to-month		
Bus INET Static - DSL 3.0M Static 1 IP month-to-month		
Eus High Speed Internet - Bus DSL Max 5.0/766x		
Modem		
High Speed Internet - DSL 3.0M Dynamic 3-year contract rate		
DSL Static 7 - DSL 10.0M Static 1 IP month-to-month		
High Speed Internet - DSL 3.0M Basic Dynamic month-to-month		
DSL Static 1 - Grandfathered Static DSL 1 5M/384K 1 IP		
Bus INET Static - DSL 3.0M Static 1 IP 3-year contract price		
High Speed Internet - DSL 3.0M Dynamic month-to-month		
High Speed Internet - DSL 3.0M Basic Dynamic 3-year contract price		
High Speed Internet - DSL Max 6,0M/768K month-to-month		

REQUEST FOR QUOTATION
LDPHONE13 [Long Distance Services]

EXHIBIT B
Page 1 of 2

**COST EVALUATION PRICE QUOTE
LONG DISTANCE**

Service Type	Originating Number	Destination Number	Length of Call	Charges (see note below)	Other Costs (where applicable)	Total Cost
Outbound Long Distance	304-749-7910	304-765-2919	0.5 minutes			
User Dedicated – Outbound Long Distance	304-733-4281	859-727-9183	5.9 minutes			
Outbound Long Distance	304-558-8153	304-528-3561	15.8 minutes			
Outbound Long Distance	304-358-2701	443-600-2712	0.3 minutes			
User Dedicated – Inbound Toll Free	304-339-2054	800-642-3021	1.0 minutes			
Inbound Toll Free	304-924-5587	800-642-3021	0.7 minutes			
Inbound Toll Free	949-830-9838	800-642-3021	12.5 minutes			
Inbound Toll Free from Payphone	304-565-7413	800-642-3021	0.3 minutes			
Inbound Toll Free	940-591-1200	800-642-3021	1.6 minutes			
Inbound Toll Free from cell phone	304-541-5620 (from 740 Area Code)	800-642-3021	0.5 minutes			
Calling Card	WV	FL	0.4 minutes			
Calling Card – Operator Assisted	WV	WV	0.5 minutes			
Calling Card	WV	WV	11.3 minutes			
Directory Assistance	304-558-3456	411	N/A			
National Directory Assistance	304-924-5587	412-555-1212	N/A			
Directory Assistance	304-442-3125	304-555-1212	N/A			
User Dedicated T-1	N/A	N/A	N/A			
TOTAL COST						

REQUEST FOR QUOTATION
LDPHONE13 [Long Distance Services]

EXHIBIT B
Page 2 of 2

CUSTOM DIGITAL CENTREX NETWORK

SERVICE: PER LINE	QUANTITY	UNIT COST	EXTENDED COST
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	13,981		
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature	1,052		
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff)	1,332		
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff)	254		
OPTIONAL FEATURES			
Music in Queue	1		
CMAC (per line)	6,033		
SMDR via Tape	7		
Voice Mail w/30 minutes storage	2,135		
Voice Mail w/45 minutes of storage	46		
Personal Receptionist	653		
INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:			
ETN Backbone & Interexchange Features	1		
ISDN PRI	20		
TARIFF RATES:			
Exchange Access	Per Line		
Federal Subscriber Line Charges	Per Line		
TOTAL COST			

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LDPHONE13

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1

<input type="checkbox"/> Addendum No. 2

<input type="checkbox"/> Addendum No. 3

<input type="checkbox"/> Addendum No. 4

<input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6

<input type="checkbox"/> Addendum No. 7

<input type="checkbox"/> Addendum No. 8

<input type="checkbox"/> Addendum No. 9

<input type="checkbox"/> Addendum No. 10 |
|---|--|

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.