



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

Purchase Order

PURCHASE ORDER NO.
 PPHONE10

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*926103914 419-755-8473
 EMBARQ PAYPHONE SERVICES INC
 5454 W 110TH ST
 OVERLAND PARK KS 66212-1463

SHIP TO

AGENCY COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
03/02/2010		NET 30		593268090	
SHIP VIA		F.O.B.		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		DESTINATION		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE PAYPHONES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED SPECIFICATIONS. ORDERING PROCEDURES: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE SENT TO THE VENDOR AS AUTHORIZATION AND A SECOND COPY RETAINED BY THE SPENDING UNIT. **** THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: **** REQUEST FOR QUOTATION DATED 12/05/2009. ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 1/21/2010. CONTRACT COORDINATOR BRENDA MCKINLEY FAX: 419-755-8118 EMAIL: BRENDA.M.MCKINLEY@CENTURYLINK.COM					
					PURCHASING DIVISION CERTIFIED ENCUMBERED MAR - 4 2010 <i>Beverly Toler</i>
APPROVED FOR ONE FISCAL YEAR <i>[Signature]</i>					OPEN END TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 3/1/10

BY *[Signature]* JO ANN ADKINS 304-558-8802

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001	12/31/2010	EA	725-53		.00000		
	PAY PHONE SERVICES SCHEDULE B COMMISSION STRUCTURE						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MARCH 1, 2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
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BY _____
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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>							
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	<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>							TOTAL

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PPHONE10 Contract Pricing Sheet

	Initial Conversion	Subsequent Installation	Monthly Charge
Service & Equipment:			
Access Line	\$0	\$0	\$0
Payphone	\$0	\$0	\$75*
Enclosures:			
Wood Shelf	\$0	\$0	\$0
Panel Recessed Stainless Steel	\$0	\$0	\$0
Outdoor Booth with Pedestal	\$0	\$0	\$0

- The \$75 Lease option fulfills the request to charge a uniform monthly lease rate for each pay phone regardless of location. Each agency would be billed \$75 per month for each phone within their jurisdiction.

**RFQ
OPEN-END CONTRACT
PAYPHONES**

The purpose of the RFQ is to solicit proposals for providing pay telephone services to State agencies with offices located throughout the State. As a minimum, the bidder shall provide an industry-standard pay telephone and three basic types of enclosures, i.e., wood shelf, panel recessed, and outdoor booth with pedestal. Attachment A shows a chart of the current installations.

Payphones provide telephone service to users who do not or would not otherwise have access to land lines or wireless phones. This would include State institutions, such as correctional facilities and mental health centers, where direct telephone extension lines and wireless phone are not permitted. These payphones are also installed in State parks. In some instances, security enhancement decisions have influenced the placement of payphone installations. Additionally, they allow any user the means to call emergency numbers, such as 911, if needed.

Also known as a "paystation" and typically located in a public area, pay telephones allow users to complete calls by depositing coins to cover the call cost. Some pay phones are coin less and capable reading credit and calling cards for completion and payment of calls.

This contract is available to all state agencies, boards, commissions, universities, offices of the WV House and Senate, and Constitutional Officers.

All equipment provided will be ADA Compliant. The Vendor must have the capability to install a TDD device if requested by the State agency.

Vendor will insure clear audio quality.

Vendor must provide ordering services during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.

Vendor will provide price quotations and low-cost alternatives, clarify order information, monitor order status, and update billing information. They will also help with the analysis and development of the appropriate product and service mix to fulfill specific short and long term customer needs.

Vendor shall be solely liable and responsible for the costs and expenses of purchase, installation, repair maintenance and rental of telephone lines for the payphones installed on State property.

The Vendor shall charge a uniform monthly Lease rate for each payphone regardless of location.

The Vendor may provide to the State commissions based on gross billed revenue generated by the pay telephone usage. The bidder should identify the level of usage required for the Vendor to pay commissions and what percentage would be paid. If applicable, the commissions shall be paid monthly directly to the agencies who have pay telephones at their locations.

The Vendor may provide the equipment and service at no charge to the State based on the revenue generated by the pay telephone usage. The bidder should identify the level of usage required for the Vendor to provide the equipment and service free of charge.

The State will provide a suitable location on the property for the payphones and equipment which shall be readily accessible and clearly visible to customers. the payphones.

The State will allow the display of all signs and instructions as affixed to the equipment by the Vendor and shall not affix or permit a third party to affix any other signs or instructions to the equipment.

As a minimum, the Vendor shall allow callers to place the following types of calls coin-free and free of charge:

- 911
- "0" for live emergency operator assistance
- Requests for repairs, refunds, rate quotes
- 1-800, 1-8XX
- Calls to the Telecommunication Relay Service Center for the hearing impaired

The Vendor shall allow callers to place the following types of calls for a fee:

- Local – Coin Deposited/Sent Paid
- Local – Charged to Calling Card
- Local – Billed Collect or Third Party
- Intrastate IntraLATA – Coin Deposited/Sent Paid
- Intrastate IntraLATA – Charged to Calling Card
- Intrastate IntraLATA – Billed Collect or Third Party
- Intrastate-InterLATA – Coin Deposited/Sent Paid
- Intrastate-InterLATA – Charged to Calling Card
- Intrastate-InterLATA – Billed Collect or Third Party
- Interstate– Coin Deposited/Sent Paid
- Interstate– Charged to Calling Card
- Interstate– Billed Collect or Third Party
- Directory Assistance – Coin Deposited/Sent Paid

- Directory Assistance – Charged to Calling Card
- Directory Assistance – Billed Collect or Third Party

The State desires that the Vendor support completion of International calls. The Vendor should describe the types of International calls supported.



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LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		725-53	PAY PHONE SERVICES SCHEDULE B COMMI				
SIGNATURE _____			DATE _____				
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