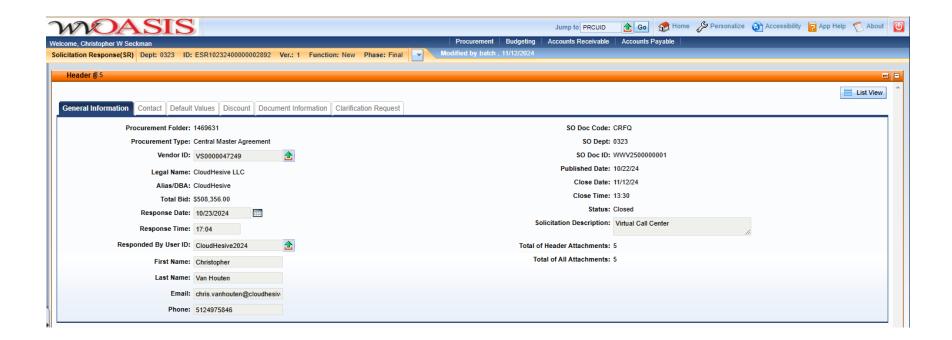
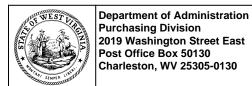


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 1469631

Solicitation Description: Virtual Call Center

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2024-11-12 13:30
 SR 0323 ESR10232400000002892
 1

VENDOR

VS0000047249 CloudHesive LLC

Solicitation Number: CRFQ 0323 WWV2500000001

Total Bid: 508356 **Response Date:** 2024-10-23 **Response Time:** 17:04:40

Comments: Additional discounts available is West Virginia qualifies for AWS MAP funding (see excel spreadsheet)

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr 304-558-2652 brandon.l.barr@wv.gov

Vendor Signature X

FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Nov 12, 2024
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AWS Services				460356.00

Comm Code	Manufacturer	Specification	Model #	
81112006				

Commodity Line Comments: CloudHesive can offer a 1% discount on Amazon Connect excluding telecommunication charges, if West Virginia purchases Amazon Connect from CloudHesive.

Extended Description:

AWS Services

These are estimates, actual costs will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Cloud Assured Managed Services				48000.00

Comm Code	Manufacturer	Specification	Model #	
81112006				

Commodity Line Comments: Does not include a one time \$20,000 transition and transfer costs.

Extended Description:

Cloud Assured Managed Services

These are estimates, actual costs will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Professional Service Hours (PM)	0.00000	HOUR	165.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
81112006				

Commodity Line Comments: Additional discounts available is West Virginia qualifies for AWS MAP funding (see excel spreadsheet)

Extended Description:

Professional Service Hours (PM)

These are estimates, actual cost will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Professional Service Hours (Junior Developer)	0.00000	HOUR	195.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
81112006				

Commodity Line Comments: Additional discounts available is West Virginia qualifies for AWS MAP funding (see excel spreadsheet)

Extended Description:

Professional Service Hours (Junior Developer)

These are estimates, actual cost will be based on consumption

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Professional Service Hours (Senior Developer)	0.00000	HOUR	205.000000	0.00

Date Printed: Nov 12, 2024 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

Comm CodeManufacturerSpecificationModel #81112006

Commodity Line Comments: Additional discounts available is West Virginia qualifies for AWS MAP funding (see excel spreadsheet)

Extended Description:

Professional Service Hours (Senior Developer)

These are estimates, actual cost will be based on consumption

 Date Printed:
 Nov 12, 2024
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05



Signature X

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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1469631			Reason for Modification	on.
Doc Description:				Reason for mounically	011.
	Villaar Gair Gorillor				
Proc Type:	Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No		Version	
2024-09-26	2024-10-15 13:30	CRFQ 0323	WWV250000001	1	
BID RECEIVING LO	CATION				
BID CLERK	CATION				
DEPARTMENT OF A	ADMINISTRATION				
PURCHASING DIVIS					
2019 WASHINGTON					
CHARLESTON	WV 25305				
us					
VENDOR					
Vendor Customer (Code:				
Vendor Name :					
Address :					
Street :					
City:					
State :		Country:		Zip:	
Principal Contact :					
Vendor Contact Ph	ione:	E	xtension:		
	N CONTACT THE BUYER				
Brandon L Barr					
304-558-2652 brandon.l.barr@wv.g	VOC				

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Sep 26, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

DATE

FEIN#

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open end contract for the purchase of a Virtual Call Center per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AWS Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

AWS Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD,	EAST	1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, S 300	UITE	BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cloud Assured Managed Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Cloud Assured Managed Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD	, EAST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, 300	SUITE	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Service Hours (PM)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description:

Professional Service Hours (PM)

These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD, EAS	ST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, SUIT 300	E	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Professional Service Hours (Junior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Professional Service Hours (Junior Developer)
These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD,	EAST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, S	SUITE	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Professional Service Hours (Senior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description:

Professional Service Hours (Senior Developer)
These are estimates, actual cost will be based on consumption

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Questions due by 10am 10/8/24	2024-10-08

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.

5. PREDID MEETING: The item identified below shall apply to this Solicitation.
[] A pre-bid meeting will not be held prior to bid opening
[] 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to: 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email:

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a re-	esponse to a Request for
Proposal is not permitted in wvOASIS. In the event that Vendor is respon	ding to a request for
proposal, the Vendor shall submit one original technical and one original of	cost proposal prior to the
bid opening date and time identified in Section 7 below, plus	convenience
copies of each to the Purchasing Division at the address shown below. Ad	ditionally, the Vendor
should clearly identify and segregate the cost proposal from the technical	l proposal in a
separately sealed envelope.	

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME:

FAX NUMBER:

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 confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East 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.

- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.
- [] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- **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. 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.
- **13. 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.
- **14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- **15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- **15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- **16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award 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.
- **17. 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.
- **18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- **19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- **20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- **22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- **23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid"** or **"Proposal"** means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** 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 contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "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: The Initial Contract Term will be for a period of The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
[] Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
[] Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:
[] the contract will continue for years;
[] the contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
[] One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
[] Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
[] Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
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/Award Document 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.
[] Construction: This Contract is for construction activity more fully defined in the specifications.
6. 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 of 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.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
[] LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
[]
[]
[]
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed

above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:		
[] Commercial General Liability Insurance in at least a occurrence.	an amount of:	per
[] Automobile Liability Insurance in at least an amount	of:	_per occurrence.
[] Professional/Malpractice/Errors and Omission Insuper occurrence. Notwithstanding the list the State as an additional insured for this type of police	he forgoing, Vendor's a	
[] Commercial Crime and Third Party Fidelity Insura per occurrence.	nce in an amount of:	
[] Cyber Liability Insurance in an amount of:		_ per occurrence.
[] Builders Risk Insurance in an amount equal to 100%	of the amount of the Co	ontract.
[] Pollution Insurance in an amount of:	per occurrence.	
[] Aircraft Liability in an amount of:	per occurrence.	
[]		
[]		
[]		

- **9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- **10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- **11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

[] for	•
[] Liquidated Damages Contained in the Specifications.	
[] Liquidated Damages Are Not Included in this Contract.	

- **12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- **13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- **14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- **15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- **16. 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.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- **19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- **21. 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.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- **23. 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.

- **24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- **25. 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.
- **26. 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.
- **27. 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.
- **28. 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.
- **29. 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.
- **30. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- **33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

- **36. 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.
- **37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

- **39. 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.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.
- **41. 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.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title)
(Address)
(Phone Number) / (Fax Number)
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration. By signing below, I further certify that I understand this Contract is subject to the provisions of Wort Virginia Code & 5.4, 3.62, which subtomatically variety appropriate contract in contract
provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity
entering into this contract is prohibited from engaging in a boycott against Israel.
(Company) Chris Van Houten
(Signature of Authorized Representative)
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number)

Revised 8/24/2023

(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish a contract for Amazon Connect, Virtual Call Center and outbound mass calling managed services. Amazon Connect is the existing and must remain the cloud-based contact center platform that is used by WorkForce West Virginia.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Services"** means virtualized call center and outbound calling services to rapidly call thousands in a short time frame as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - **2.4 "SMS"** means short message service.
 - 2.5 "AWS" means Amazon Web Services.
 - **2.6 "Campaign"** means calls or messaging programed by WorkForce West Virginia to reach an individual or groups of people.
 - **2.7 "Lambda Functions"** means a compute service used to build applications without provisioning or managing servers, scaling based on demand.
 - **2.8 "S3 Storage"** Amazon Simple Storage is a massively scalable storage service based on object storage technology. It provides a very high level of durability, with high availability and high performance. Data can be accessed from anywhere via the Internet, through the Amazon Console and the powerful S3 API.
 - **2.9 "Dynamo DB**" is a fully-managed ("serverless") and NoSQL (nonrelational) database service, available on AWS. DynamoDB is highly scalable
 - **2.10** "Cognito" is an identity platform for web and mobile apps. It's a user directory, an authentication server, and an authorization service for OAuth 2.0 access tokens and AWS credentials. With Amazon Cognito, you can authenticate and authorize

users from the built-in user directory, from your enterprise directory, and from consumer identity providers like Google and Facebook.

- **2.11** "FTI" means Federal Tax Information.
- **2.12** "IRS" means Internal Revenue Service.
- **3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications.
 - **3.1.** Must have supported virtual call center operation in cloud computing environments for at least five (5) years. Vendor must provide a list of relevant references. At a minimum, the list must include the client's name, address, contact information and dates of service. Documentation verifying experience should be submitted with bid. Vendor must provide verification documents within forty-eight (48) hours upon request. This documentation will be required before an award can be made.
 - **3.2.** Must have supported related services, such as Lambda functions, Dynamo DB, Cognito, and S3 storage in AWS environments for at least five (5) years in each related service. Vendor must provide a list of relevant references. At a minimum, the list must include the client's name, address, contact information and dates of service. Documentation verifying experience should be submitted with bid. Vendor must provide verification documents within forty-eight (48) hours upon request. This documentation will be required before an award can be made.
 - **3.3.** Must be an AWS premier level partner. WorkForce West Virginia will verify partnership before an award is made. https://partners.amazonaws.com/

4. MANDATORY REQUIREMENTS:

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

4.1.1 Virtual Call Center System

- **4.1.1.1** Must support a variable number of call center users, up to 500 simultaneous inbound and outbound callers.
- **4.1.1.2** System must have customizable call queue settings.

- **4.1.1.3** System must allow for multiple tiers for call triage and handling.
- **4.1.1.4** System must support call transfer options for call center personnel, either predefined call flow queues or external numbers.
- **4.1.1.5** System must allow for agency staff to edit a database of holidays which is referenced for call center closure. https://personnel.wv.gov/employees/benefits/pages/holidays.aspx
- **4.1.1.6** Vendor must allow agency access to review billing to verify monthly usage and cost of Amazon Connect Services within AWS. Vendor must submit a detailed breakdown of costs and usage for each Amazon Connect Service the Agency consumes with the monthly invoice.
- 4.1.1.7 Vendor is responsible for managing WorkForce West Virginia's call data within the Amazon Connect cloud-based contact center platform. All previous, current and future years data must be maintained in the platform, including call records. Vendor must maintain call data for at least seven (7) years. Data shall not be disposed of without permission from the Agency.
- **4.1.1.8** All compute functions must come from US based data centers. IRS publication 1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be located, operated and maintained by personnel physically located within the United States. https://www.irs.gov/pub/irs-pdf/p1075.pdf

4.1.2 Outbound, Automated Call Campaigns

- **4.1.2.1** Must be able to conduct a minimum of four (4) calls per second.
- **4.1.2.2** Calls will deliver an AI generated voice message from provided text to each answered call.

- **4.1.2.3** Must support ad hoc outbound calling campaigns.
 - **4.1.2.3.1** Vendor must initiate same day calling the day WorkForce West Virginia creates the call campaign.
 - **4.1.2.3.2** Must use a list of phone numbers provided by WorkForce West Virginia via https or sftp secure file upload.
 - **4.1.2.3.3** Must send confirmation for each campaign that calls are scheduled via email to designated email address(es), for each campaign.
 - **4.1.2.3.4** Must support a minimum of four (4) agency system users for scheduling campaigns.
 - **4.1.2.3.5** Must provide reporting status of each call reported or attempted.

4.1.3 Daily Scheduled Calls

- **4.1.3.1** Must create campaign based on a list provided by WorkForce West Virginia daily delivered via https or sftp secure file upload.
- **4.1.3.2** Must provide confirmation for each campaign that calls are scheduled via email to designated email address(es).
- **4.1.3.3** Must provide reporting status of each call made or attempted.
- **4.1.3.4** Must have multiple agency user support as in 4.1.2.3.4.

4.1.4 SMS Support

4.1.4.1 Must be able to support SMS messages for future expansion. Billable hours for any future expansions will be charged as professional service hours in 4.1.6.

- **4.1.4.2** Must schedule SMS messages based on a list provided by WorkForce West Virginia daily delivered via https or sftp secure file upload.
- **4.1.4.3** Must schedule SMS messaging consistent with outbound calling system in 4.1.2 and 4.1.3.
- **4.1.4.4** Must support for ad hoc and daily scheduled as indicated in 4.1.2 and 4.1.3.

4.1.5 Managed Services

- **4.1.5.1** Must provide a help desk and ticketing system to accommodate a maximum of five (5) agency staff members that is available during standard business hours, Monday through Friday of 8:00AM 5:00PM Eastern Time. Response time must be within four (4) hours of receiving the request during normal business hours. All help desk services must come from US based staff. IRS publication 1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be located, operated and maintained by personnel physically located within the United States.
 - https://www.irs.gov/pub/irs-pdf/p1075.pdf
- **4.1.5.2** Must allow tickets to be sent to help desk by WorkForce West Virginia staff outside of standard business hours. Requests received outside of standard business hours must be responded to within four (4) hours of the start of the next standard business day.
- **4.1.5.3** Must provide support to a maximum of five (5) agency technical staff for technical issues via a help desk ticketing system.
- **4.1.5.4** Must alert agency staff to possible impact of operations due to upstream service provider outages within four (4) hours of provider notification.
- **4.1.5.5** Vendor must set up new users within call system via vendor managed ticketing system, per previously defined service availability.

4.1.6 Professional service hours

- **4.1.6.1** Professional service hours for system enhancements to include messaging SMS capabilities similar to the outbound calling process, broken into charges for project managers, senior and junior developers.
- **4.1.6.2** All professional services must come from US based staff. IRS publication 1075 Section 2.C.7, Offshore Operations, requires systems containing FTI to be located, operated and maintained by personnel physically located within the United States. https://www.irs.gov/pub/irs-pdf/p1075.pdf
- **4.1.6.3** Project managers will serve as the main point of contact and will be responsible for handling the scope of the engagement coordinating with WorkForce West Virginia and vendor staff.
- **4.1.6.4** Senior developers would be responsible for system design in consultation with WorkForce West Virginia staff.
- **4.1.6.5** Junior developers would be responsible for code generation to meet the requirements and flesh out the messaging system based on the design of the senior developers.

5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency 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.
- **5.2 Pricing Page:** Vendor should complete the Pricing Page by completing Exhibit A with a percentage markup and multiplier for Amazon Connect Services, a monthly amount for Managed Services and an hourly amount for Professional Services. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- **6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay monthly for Amazon Connect Services and Managed Services and hourly for Professional Service hours as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **8. TRAVEL:** 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 flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- **9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - **9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION Virtual Call Center

10. VENDOR DEFAULT:

- **10.1.** The following shall be considered a vendor default under this Contract.
 - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **10.1.4.** Failure to remedy deficient performance upon request.
- **10.2.** The following remedies shall be available to Agency upon default.
 - **10.2.1.** Immediate cancellation of the Contract.
 - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - **10.2.3.** Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _	
Telephone Number:	
Fax Number:	
Email Address:	

CLOUDHESIVE'S RESPONSE TO THE

Work Force West Virginia



Virtual Call Center

Tuesday, November 11, 2024

SOLUTION PROVIDED BY



CloudHesive

2419 E Commercial Blvd #300 Fort Lauderdale, FL 33308

800.860.2040 | cloudhesive.com



November 11, 2024

Brandon Barr 2019 Washington Street, East Charleston, WV 25305

Brandon-

Thank you for including us in your evaluation process. We are excited about the opportunity to partner with West Virginia on this RFP proposal.

We are pleased to submit the attached Proposal for your Virtual Contact Center solution. We are proposing services for Amazon Connect. Amazon Connect. Amazon Connect is built to scale with your business and delivers AI and ML powered capabilities that allow you to continuously enhance your customers experience.

The openness of the Amazon Connect platform gives you the flexibility to integrate into a number of backend third party applications and platforms, but the strategic partnership between AWS and CloudHesive gives you confidence that investing in these platforms can future-proof the contact center and achieve economies of scale for West Virginia.

CloudHesive is a leading **Premier** AWS services partner, helping customers transform and standardize their customer experiences. The team assembled here at CloudHesive has been deploying complex contact centers, IVRs, and agent applications with over 20 years of experience. CloudHesive brings to the table includes working with a long list of public sector entities. In 2017 CloudHesive was an original launch partner able to configure Amazon Connect to fully leverage AWS's extensive portfolio of innovative capabilities in areas such as AI, NLU, ML and analytics.

West Virginia will have a deep bench of experience in integrating the back-end systems, interface design, speech science backgrounds, and AI. We are committed to having experts in the room, leading sessions and providing real-world experiences and thought leadership.

- CloudHesive has over 250 employees
- A leading Premier Tier integration partner for Amazon Connect with over 400 deployments
- The leading partner for Amazon Connect Public Sector engagements
- Dedicated advisory services to ensure customer business outcomes are defined and met
- Flexible Managed Service models tailored to meet customers specific needs
- A leader at AWS in driving customer efficiency through our AI/ML, and GenAI practice

CloudHesive is uniquely positioned to serve as West Virginias trusted advisor throughout your transformation. We look forward to the opportunity to work with West Virginia.

Sincerely,

Chris Van Houten

Chris Van Houten
Sr. Practice Lead, Amazon Connect
512-497-5846
chris.vanhouten@cloudhesive.com

NOTICE

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than evaluation. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The entire volume is subject to this restriction.

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EXECUTIVE SUMMARY

Introduction

As a full-service provider, CloudHesive is committed to meeting the needs of West Virginia for the life of your communications solutions. We offer a distinct brand of services driven by a customer-focused approach, blending innovation, aligned with continuous improvement which provides personalization to ensure West Virginia's communications network operates and is maintained with ease and efficiency. With West Virginia, CloudHesive will examine your communications plan and priorities, partnering closely with your team to deliver solutions that both complement and strengthen your business performance.

We have reviewed the RFP and we are proposing CloudHesive Managed and Professional Services for Amazon Connect that addresses all your requirements, as outlined in this document and the RFP. Amazon Connect is an ideal solutions for Public Sector because of it's security, compliance, and ability to scale. Improving government contact center agent experience with Amazon Connect

The solution will support the business operations identified in the RFP. The solution will be supported by CloudHesive professional services. We will partner with Workforce West Virginia on a solution to support its clients and users of its services that provides:

- Highly Availability, to accommodate both peaks and valleys, as well as address Business Continuity
- Flexibility and Scalability, to accommodate West Virginia structural and business processes changes
- Interoperability and Integration, to accommodate West Virginia in order to foster an environment that drives efficiency, stability, and flexibility.

CloudHesive will partner with West Virginia on future innovations in product solutions and processes in an effort to provide cost optimization and other benefits.

Premier Tier AWS Services Partner

CloudHesive is a proud Premier Tier Services & Amazon Connect delivery partner of AWS. We are experts in combining best-in-class experiences with best-in-class technology to make every process, front end or back end as optimal as possible. CloudHesive is rated as the leading Service Delivery Partner (SDP) for Amazon Connect.

CloudHesive an Amazon Connect Implementation Partner

AWS's partner CloudHesive was founded in 2014 as an AWS cloud partner. In 2017 when AWS launched Amazon Connect, the CloudHesive team quickly became a go-to partner for Amazon Connect, with 300+ implementations of Amazon Connect.

Quick Facts about CloudHesive and their extensive expertise in the cloud-based contact center space:

Over 250+ employees dedicated to customer service applications





- Experienced team of conversational designers, speech scientists, and linguistics resources for building best-in-class IVRs and chatbots
- Dedicated advisory services to ensure customer business outcomes are defined and met
- Flexible Managed Services models tailored to meet customers specific needs
- A leader at AWS in driving customer efficiency through our AI/ML and GenAI practice
- Ability to integrate Amazon Connect with various third party and homegrown systems (i.e. CRM, WFM, Payment Gateway, etc.)
- Amazon Connect Service Delivery, AWS Migration, and AWS Conversational Al Competencies

When you choose CloudHesive as your services partner, you not only work with one of the most experienced AWS integrators and service providers in the industry, you gain a partner who is dedicated to the relationship and committed to a valued partnership now and in the future.

SOLUTION OVERVIEW

West Virginia Requirements

CloudHesive understands that the Work Force West Virginia is using Amazon Connect contact center and the solutions ability to provide all the omni-channel needs, and flexibility to integrate with West Virginia's business critical solutions. As the Prime Contractor, CloudHesive has assembled a team for the initiative that includes our Solution Provider, Amazon Web Services, as the ideal solution to meet West Virginia's requirements as exemplified in the table that highlights the Amazon Connect features and benefits to meet West Virginia needs.

Amazon Connect meets West Virginia's needs and offers unique Features and Benefits over competing Contact Center as a Solutions (CCaaS).

West Virginia Needs	Amazon Connect Features and CloudHesive Services	Benefits
Virtual Call Center System	Amazon Connect is a native CCaaS platform.	Highly scalable and leverages the power of the entire AWS ecosystem.
A reliable cloud solution	AWS has the highest uptime of any cloud based contact center at a 99.99% uptime SLA. This is why most CCaaS solutions are built on AWS.	West Virginia will have a solution with the highest uptime in the market for reliability to support customers during periods when availability is the most critical.
Professional Services	CoudHesive Professional Services	Premier tier services with a proven track record of performing and delivering with Public Sector customers.
Managed Services	CoudHesive Managed Services	Workforce West Virginia will benefit from CloudHesive's skilled managed services offering tailored based on Workforce West Virginia's specific needs.
Advanced Forward	Amazon Connect is built using transformational technologies	Allows West Virginia to leverage advanced CCaaS capabilities and integrations such as AI, ML, NLU and Natural Language Processing (NLP).





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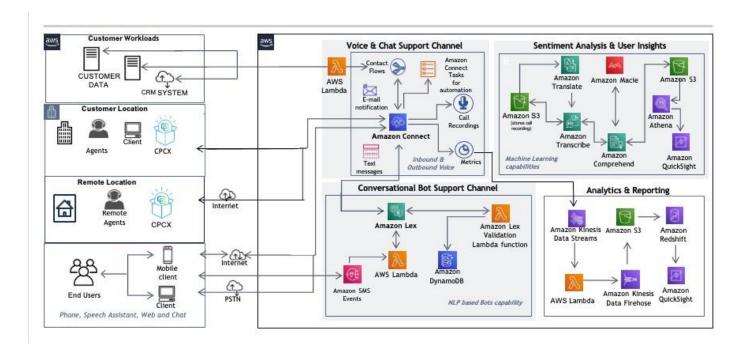
Amazon Connect

Amazon Connect, AWS's cloud-based contact center solution, is one of the fastest-growing services in the AWS ecosystem, and through its unprecedented pace of innovation has become a leader in CCaaS technology. Although there are many benefits to Amazon Connect, some of the key reasons customers are adopting this technology so rapidly include:

- Market Leadership: AWS has been recognized as a leader in 2023 in a number of published analyst reports, including Gartner CCaaS Magic Quadrant. This leader placement reflects the rapid pace of innovation, agile consumption-based pricing model, global enterprise customer adoption, and extensive cloud and partner ecosystem.
- Scalability: Amazon Connect is designed to scale up and down to meet your business needs. It allows you to handle a large number of calls and interactions, making it suitable for businesses of all sizes.
- **Consumption-Based Pricing**: Amazon Connect follows a pay-as-you-go pricing model, which means you only pay for the services you use. This is extremely beneficial for a company like West Virginia that experience seasonality.
- Flexibility and Customization: Amazon Connect provides a high degree of flexibility
 and customization. You can easily create and customize contact flows, integrate with
 other AWS services, and tailor the contact center experience to meet the specific needs
 of your business.
- Integration with AWS Services: Build on the world's most comprehensive and broadly adopted cloud, Amazon Connect gives you the ability to seamlessly access the AWS ecosystem of over 200 fully featured services to build next generation experiences.
- **Security and Compliance**: AWS maintains a strong focus on security, and Amazon Connect inherits many security features and best practices from AWS. It also complies with various industry standards and certifications, making it suitable for businesses with strict security and compliance requirements.
- Easy Setup and Management: Amazon Connect is known for its user-friendly interface, making it relatively easy to set up and manage. This can reduce the complexity of deploying and maintaining a contact center solution.
- Al and Machine Learning Powered Features: Not only does Amazon Connect natively
 integrate with Al services like Amazon Lex (NLU powered IVR), Amazon Polly (TTS),
 and others, the platform also builds Al, GenAl, and ML services directly into the platform.
 For example, Amazon Connect Contact Lens provides real-time and historical
 transcription, sentiment analysis, trend analysis, keyword summarization and more, all
 built on AWS. This allows businesses to automate certain interactions and improve
 efficiency.







ConnectPath

Workforce West Virginia may benefit in sing ConnectPath, which is delivered as a turnkey contact center solution that is pre-integrated with Amazon Connect. The multi-tenant platform is hosted on dedicated CloudHesive AWS accounts under a CCaaS (Contact Center as a Service) model.

ConnectPath is a cloud contact center as a solution, built on Amazon Connect and now powered by CloudHesive. ConnectPath combines all the capability of Amazon Connect with a full-featured agent dashboard and a rich library of features—without requiring custom development. CloudHesive is proposing to leverage the ConnectPath platform to assist supervisors with management and reporting of the Amazon Connect environment.







Unlike expensive server-based systems or time-consuming custom developments, ConnectPath deploys immediately, enhances the expanding capabilities of Amazon Connect, and costs a fraction of traditional solutions.

This simplifies procurement with no AWS accounts or infrastructure to setup for self-management. Customers simply subscribe via term-based contracts to receive:

- Provisioning within CloudHesive hosted AWS environment
- Preconfigured Amazon Connect instance
- ConnectPath contact center application suite
- Ongoing management, updates, support

ConnectPath gives you:

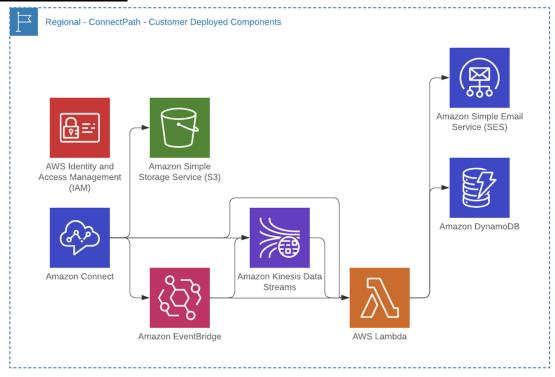
- Outstanding Manageability: Real-time agent and queue performance, advanced
 activity filtering, silent monitoring/coaching, listen and download recordings, broadcast
 announcements to the whole team or just a single queue and more.
- Improved Team Collaboration: Agents can check availability and quickly connect with others for assistance responding to customer issues. Click- to-Chat with fellow agents to open a keyboard chat or voice call.
- **Enhanced Reporting**: Real-time reports with statistics and key performance indicators (KPIs) that enable supervisors to effectively manage and monitor, agents, and queues, and seamlessly accelerate responses in your contact center.
- **Built-In Integrations**: ConnectPath provides robust pre-built integrations with leading CRM solutions Salesforce, Microsoft Dynamics, Zendesk, etc. so that agents have the information they need to make customers happy.





ConnectPath Video

ConnectPath Architecture



CLOUDHESIVE MANAGED SERVICES AND IMPLEMENTATION METHODOLOGY

CloudHesive Managed Services

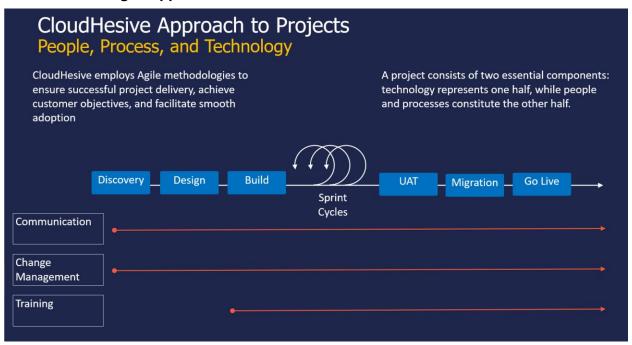
After implementation, CloudHesive's Managed Services is available for customers that desire a third party to oversee the ongoing maintenance and upgrades of the platform. CloudHesive can serve as a single point of contact for 8x5 or 24x7 support, troubleshooting assistance, and add/moves/changes needed; as well as Innovation specific managed services that include Strategic & Product Road Mapping, and IVR and bot analysis, maintenance, and tuning.

CloudHesive's expertise in both Amazon Connect and backend integrations will be valuable during the hybrid transition period of the migration of those agents to the Amazon Connect and other platforms.





CloudHesive's Agile Approach



At CloudHesive, our Management Philosophy is rooted in a commitment to excellence, innovation, and client satisfaction. When it comes to Amazon Connect deployments, we follow a strategic organizational approach that ensures seamless integration and optimized performance. Our team of skilled professionals believes in a holistic strategy, starting with indepth client consultations to thoroughly understand unique requirements. We then devise a tailored deployment plan, leveraging Amazon Connect's cutting-edge features to create a solution that aligns with the client's goals. Throughout the process, we emphasize clear communication, timely updates, and collaborative decision-making to foster a strong partnership. Our agile methodology allows us to adapt to evolving needs, ensuring flexibility and rapid response. With a focus on quality assurance, continuous monitoring, and post-deployment support, we are dedicated to delivering Amazon Connect deployments that empower businesses with efficient, scalable, and customer-centric communication solutions.

CloudHesive will identify stakeholders, get them involved early, identify stakeholder conflicts, escalate and mitigate. They will create a communication plan from and to all appropriate levels in the organization - awareness, feedback loops, drive a feeling of ownership and "positive progress", etc. Finally, they will create and execute on a training and knowledge transfer plan, which can include on-the-job-training for your admin/dev teams.

Training of the agents, supervisors, and administrators of the system is the final key component to the overall success of the solution. Our approach will align with the overall program objectives and leverage CloudHesive's combined experience, quality, and earned trust to deliver a consistent experience to West Virginia. Our effective transition-in is transparent with minimal disruption while enabling a smooth transition for all partners and functional areas. With our vast experience, we will proactively plan for common transition problems as detailed below.





Highlighted transition issues and proposed resolutions to benefit West Virginia.

Problem and Uncertainty	Resolution Proposed (Feature)	Benefit to West Virginia
Communicating that all aspects of the West Virginia Call Centers are well planned and ready for delivery within approved schedules.	CloudHesive proposed technology infrastructure is structured for a seamless and on-time startup, while our proven transition plan and commitment to pre-work allows us to meet the management, support, training, and knowledge requirements.	Ability to commit to transition timelines and on-time operations, knowing CloudHesive has delivered on similar commitments for other customers using this proven plan and approach.
Maintaining regular communication ensuring comfort with the transition-in timeline.	The CloudHesive Transition team, led by a seasoned Program Manager, adheres to a customized Transition-In Plan that can be tracked by West Virginia.	Real-time understanding of progress and risks and the ability to work directly with CloudHesive functional leads to mitigate concerns and promote operational success.
To deliver a successful transition, West Virginia needs a solely dedicated and proven Transition team and Transition Manager.	CloudHesive is providing an experienced manager and Transition team as outlined below.	Experienced Transition team and mature processes minimize the inherent risks around aggressive implementation timelines.
CloudHesive needs to develop a collaborative relationship with the incumbent contractor to maintain continuity of operations.	CloudHesive will work closely with the incumbent's transition coordinator to ensure that considerations are made for their project closeout, such as ensuring program processes are defined and transitioned to CloudHesive.	CloudHesive will compile a preliminary list of data and documentation that we know needs to be included in the final closeout artifacts, as well as recommended transfer methods for review and discussion during the kickoff meeting.

Milestone Schedule

Our team has adapted our standardized processes activity Matrix.

Activity	Timeline
Project Kickoff	Day (TBD)
Solution Planning and Design	Day (TBD)
Build Playbook	Day (TBD)
Application Testing	Day (TBD)





Test Retest	Day (TBD)	
Project Closeout	Day (TBD)	

To kick off the process, we will dedicate the initial month to **Solution Planning and Design**. During this critical phase, our expert team will engage in thorough consultations with your organization's stakeholders to gain a deep understanding of your unique requirements. This collaborative effort will lay the groundwork for a solution that is tailor-made to address your specific communication challenges.

Following the **Solution Planning and Design phase**, we will conduct a **Design Review** over the course of seven days. This step ensures that the solution's design is both robust and aligned with your organizational goals, allowing us to address any potential gaps or refinements before proceeding.

Building upon the approved design, Cloudhesive will spend an additional seven days creating a comprehensive **Build Playbook**. This playbook will serve as a detailed guide, steering our implementation team through each phase while maintaining consistency and adherence to best practices.

Subsequently, the application will undergo ten days of thorough **testing**, assuring that every aspect of AWS Connect's functionality is rigorously evaluated. This stage is essential to identifying and rectifying any issues before moving forward.

In the interest of meticulous quality assurance, we have allocated an additional five days for **Test Review and Retest**. This phase allows us to revisit the testing outcomes, make necessary adjustments, and ensure that the final solution meets the highest standards of performance.

As the project draws to a close, we have earmarked three days for **Project Closeout** activities. This includes comprehensive documentation, final quality checks, and the seamless transition of the implemented solution to your organization.

Throughout this post-award journey, Cloudhesive's commitment to precision, effective communication, and meticulous planning remains unwavering. Our goal is to deliver an AWS Connect implementation that not only fulfills your communication needs but exceeds your expectations, empowering your organization with a streamlined and customer-centric communication solution.

COST SUMMARY

In the cost summary section of this response you will find information related to Amazon Connect costs associated with Workforce West Virginia, CloudHesive's resell capabilities, and ConnectPath CX costs.





Amazon Connect Costs

Should Workforce West Virginia choose to

Below is an estimate of the AWS spend related to the contact center implementation. These volumes will be validated through a deep dive upon down-selection. Additionally, AWS funding programs are based on the annual spend of the workload being migrated, therefore we will want to ensure that the information is accurate to maximize your AWS funding options. Lastly, the pricing below is publicly available on AWS, it does not include any current enterprise discounts that may be in place at Workforce West Virginia.

For the purposes of this estimate, we used data provided in the RFP documentation and assumptions.

AWS Estimated Costs	Monthly	Annually
TFNs & DIDs Voice	\$4,613	\$55,357
Amazon Connect	\$15,110	\$181,317
Outbound Campaigns	\$297	\$3,561
Contact Lens & Evaluations	\$12,591	\$151,097
Storage (S3)	\$42	\$505
ConnectPath	\$6,210	\$74,520
Totals	\$38,863	\$466,357

Assumptions:

- Estimates derived from Amazon Connect Pricing Calculator
- Amazon Connect Platform: Assumes 844,,232 minutes
- Inbound Telephony: Assumes 148,000 Toll free minutes
- Outbound Telephony: Assumes 7 minute average handle time and 696,232 minutes
- Contact Lens: Assumes 100% of calls are analyzed

Resell

CloudHesive offers a range of services related to Amazon Connect, including its resell capabilities. As a partner, we provide solutions that help businesses implement and optimize Amazon Connect for their contact center needs. Should Workforce West Virginia choose to purchase Amazon Connect from CloudHesive, we will be able to pass on a 1% discount (excluding telco charges) to Workforce West Virginia's monthly Amazon Connect consumption spend.





Solution Pricing Amazon Connect + ConnectPath

Estimated Costs

Below is an estimate of the AWS spend related to the contact center implementation. These volumes will be validated through a deep dive upon down-selection. Additionally, AWS funding programs are based on the annual spend of the workload being migrated, therefore we will want to ensure that the information is accurate to maximize your AWS funding options. Lastly, the pricing below is publicly available on AWS, it does not include any current enterprise discounts that may be in place at West Virginia.

For the purposes of this estimate, we used data provided in the RFP documentation and assumptions.

ConnectPath CX Pricing Table

CoudHesive will include 4 ConnectPath subscriptions for administrative use to Workforce West Virginia that will enablee the monitoring capabilities and AdHoc schedules & Closures

ConnectPath has two billing methods, both available on the AWS marketplace. Customers can choose between a per user or a consumption-based billing approach. West Virginia can choose between both options based on the model you fill will be most advantageous to West Virginia. Regardless of the approach, the ROI on implementation costs using ConnectPath will be significant to West Virginia based on the savings from the implementation costs.

Both ConnectPath purchase opations are available on the <u>AWS Marketplace: ConnectPath Per Agent</u> and <u>AWS Marketplace: ConnectPath Per Hour</u>. Any applicable EDP agreements between West Virginia and AWS for products procured via the marketplace would apply.

Amazon Connect Service	Monthly Volume	Unit Price	Monthly Cost
Per Agent Cost	10 Agents	\$35 /Month	\$350
Per Agent Per Hour Cost	1,400 Hours	\$0.252 /hour	\$353





APPENDIX 1: CUSTOMER CASE STUDIES

City of Atlanta 311

Large municipality deploys ConnectPath CX on Amazon Connect

The Challenge

The City of Atlanta needed a cost-effective solution that was able to adapt to the ever-changing needs of the community. They also needed a solution that was easily administered and provided omnichannel capabilities and scale as events in the community dictated..

The Solution

The customer initially deployed a bare-bones Amazon Connect instance but feedback from their users warranted additional functionality that would require either custom development and ongoing maintenance or expensive third party addons. With ConnectPath they had a third option: a customizable, low-cost platform that continued to evolve to meet their needs.

Benefits

The deployment of the ConnectPath platform was used to extend Amazon Connect into an omni-channel solution for the customer as well as provide a platform for the continuous deployment of features to the customer. It provides robust reporting and dashboards for both the agent and the supervisors with rich role-based access control. The solution that CloudHesive built for this municipality improved their usability and was customization to meet the needs of over 2 dozen departments. Not only have they been pleased with the solution and support of the solution, but they have also battle tested the solution through major weather events that impacted the city.

Technologies Leveraged:

Amazon Connect • Contact Lens • ConnectPath CX
Calabrio • Custom development



City of Atlanta 311

• The mission of ATL311 is to provide the public with easy access to all City of Atlanta government services and information, while also providing quality service that emphasizes Accountability, Responsiveness, and Efficiency. They are a diverse workforce that provides a centralized point of contact to their vibrant business community, visitors, and constituency. Their vision is to be the City of Atlanta's world-class customer service center, creating, supporting, and sustaining the community through easy access to all city services.

The goal of community response services is to allow residents to report non-emergency issues such as substance abuse, mental health, and/or poverty. ATL311 is the point of contact for these non-emergency service requests and has direct line of sight to the mayor of the city.







Prince William County

Prince William County deploys Amazon Connect and ConnectPath CX

The Challenge

The functions of the Tax Administration are critical components of collecting, recognizing, and managing revenue in local governments. The Tax Administration Division at the county level is in charge of enrolling and accessing tangible personal property for individuals and businesses, as well as billing and collecting current and delinquent real and tangible personal property taxes and licenses, among other things. The Taxpayer Services Team, which needed a solution to better track KPIs and taxpayer contacts, answers taxpayer questions. They were looking for a low-cost, easy-to-implement contact center solution.

The Solution

Prince William County implemented the ConnectPath and Amazon Connect solution, and as their needs expanded beyond a single team, they continued to expand the platform to include additional divisions. The solution implemented included custom integration and features developed in the ConnectPath platform specifically for the use case of Prince William County.

Benefits

ConnectPath provides a single, intuitive interface to agents, contact center supervisors, system administrators, and back-office employees across multiple divisional teams, and has streamlined operational processes such as real-time contact monitoring and reporting on their effectiveness in providing citizen services. We were able to provide context around technical challenges they encountered using our cross-customer insights, reducing time to resolution. Finally, as the division's needs changed over time, ConnectPath was able to support them by responding to specific feature requests and proactively releasing features aligned with local government needs. The solution also enabled the customer to make better use of the entire Amazon Web Services eco-system in order to better serve their customers.

Technologies Leveraged

Amazon Connect • Amazon Lambda • ConnectPath CX • Amazon S3
Custom Integrations • Amazon DynamoDB • Custom Feature Development



Prince William County

 Prince William County is located on the Potomac River in the U.S. state of Virginia. As of the 2020 census, the population sits at 482,204 making it Virginia's second-most populous county. Its county seat is the independent city of Manassas.

A part of Northern Virginia, Prince William County is part of the Washington metropolitan area. In 2019 it had the 20th-highest income of any county in the United States.

Customer's Voice

• Brian Coy:

"Prince William County has exclusively used ConnectPath CX as our AWS Connect UI for well over a year. We currently have a dozen AWS Connect contact centers integrated to ConnectPath. The support that CloudHesive provides is world class. They are always engaged and work every trouble ticket to completion, no matter how trivial. As an example of their level of commitment to their customers, we experienced a speech path issue they helped isolate and identify as an AWS issue. Even after determining the issue was not introduced by their product, they continued to stay engaged and provide guidance that ultimately helped to resolve the issue. The developers of ConnectPath are fantastic to work with and open to suggestions for product enhancement. They truly care about delivering a product that exceeds customer expectations.







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

State of West Virginia Centralized Request for Quote Info Technology

Charles Charle	leston, WV 25305-0130			
Proc Folder:	1469631			Reason for Modification:
Doc Description:	Virtual Call Center			Addendum No. 3 to extend bid opening date and provide answers to vendor questions
Proc Type:	Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	,	Version
2024-10-22	2024-11-12 13:30	CRFQ 0323	WWV2500000001	4
BID RECEIVING LO	OCATION			
BID CLERK				
DEPARTMENT OF	ADMINISTRATION			
PURCHASING DIV	ISION			
2019 WASHINGTO	N ST E			
CHARLESTON	WV 25305			
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/ENDOR				
Vendor Customer	Code:			
Vendor Name :				
Address :				
Street :				
City:				
State :		Country:		Zip:
Principal Contact	:			
Vendor Contact P	hone:		Extension:	

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr 304-558-2652

brandon.l.barr@wv.gov

Vendor Signature X Chris Van Houten FEIN# DATE 10/25/2024

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Oct 22, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open end contract for the purchase of a Virtual Call Center per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO S		SHIP TO		
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA		
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD E		
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 8TH FLOOR		
CHARLESTON	WV	CHARLESTON	WV	
US		US		

Line	Comm Ln Desc Qty		Unit Issue	Unit Price	Total Price
1	AWS Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

AWS Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EA	AST	1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, SUI 300	TE	BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cloud Assured Managed Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Cloud Assured Managed Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO		
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA		
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD E		
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 8TH FLOOR		
CHARLESTON	WV	CHARLESTON	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Service Hours (PM)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description:

Professional Service Hours (PM)

These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD, EAS	ST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, SUIT 300	E	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Professional Service Hours (Junior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Professional Service Hours (Junior Developer)
These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD	, EAST	1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, 300	SUITE	BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON WV	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Professional Service Hours (Senior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Professional Service Hours (Senior Developer)
These are estimates, actual cost will be based on consumption

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions due by 10am 10/11/2024	2024-10-11

SOLICITATION NUMBER: CRFQ WWV2500000001 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable	e Add	lendum	Category:
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[\		Modify bid opening date and time
[Modify specifications of product or service being sought
[🗸	/]	Attachment of vendor questions and responses
[Attachment of pre-bid sign-in sheet
[Correction of error
[]	Other

Description of Modification to Solicitation:

- 1. Addendum No. 3 published to extend the bid opening date to November 12th, 2024 at 1:30 pm ET
- 2. Provide answers to vendor questions. Please see attachment A
- ---No other changes---

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CLARIFICATION OF TECHNICAL QUESTIONS

CRFQ 0323 WWV250000001

VIRTUAL CALL CENTER

Q1. 3.3. Must be an AWS premier level partner. WorkForce West Virginia will verify partnership before an award is made. https://partners.amazonaws.com/

First Fire is an Amazon Connect Service Delivery Partner – Advance. We always receive letters of support from Amazon on RFP such as yours. Per 3.3 we will not be able to respond to this RFP. Would the agency reconsider this requirement?

- **A1.** WFWV is not willing to reconsider this requirement.
- Q2. Please specify the average annual/monthly/weekly call volume.
- A2. Average monthly inbound calls are about 14,000
- Q3. Please specify the average call handling time.
- **A3.** WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.
- **Q4.** What is the current average wait time for phone calls?
- **A4.** WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.
- **Q5.** What is the current Average Speed to Answer?
- **A5.** WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.
- **Q6.** What is the current Average Time to Abandon?
- **A6.** WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.
- Q7. What time of day, days of the week, or times of the year do calls typically peak?
- **A7.** Peak hours are typically 8AM 1PM Monday through Wednesday, but this is related to staffing and not the capability of the virtual call center solution to handle scalable volume.
- **Q8.** Is this a new initiative or does the Agency have an incumbent on this? If there is an incumbent, please disclose their names and if possible, provide the incumbent's proposals along with their cost proposals to facilitate competitive pricing.
- **A8.** The current incumbent is Smartronix, LLC. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question-and-answer process included in the solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act Request.
- **Q9.** How many agents are currently working under this contract?
- **A9.** WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.

- **Q10.** Is the Agency facing any issues under the current contract? If so, please specify. **A10.** No
- **Q11.** It is our understanding that the vendor can provide services remotely (anywhere in the U.S.). Is it correct?
- **A11.** Yes, but only in the United States per IRS Publication 1075 Section 2.C.7. https://www.irs.gov/pub/irs-pdf/p1075.pdf
- **Q12.** Is this a new initiative or does the Agency have an incumbent on this? If there is an incumbent, please disclose their names and if possible, provide the incumbent's proposals along with their cost proposals to facilitate competitive pricing.
- **A12.** The current incumbent is Smartronix, LLC. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question-and-answer process included in the solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act Request.
- **Q13.** Please confirm whether this is a re-release of "CRFQ 0323 WWV2400000007, Virtual Call Center." If it is a re-issue of CRFQ 0323 WWV2400000007, Virtual Call Center, please specify the reason for re-issuing this solicitation.
- **A13.** Yes, the CRFQ 0323 WWV2400000007 award was cancelled in its entirety. WorkForce WV has reworked the specifications and requirements to better suit our needs as an agency. CRFQ WWV2500000001 is the rebid for the previous solicitation CRFQ WWQV2400000007 for aa Virtual Call Center.
- **Q14.** Please specify the difference between this solicitation and the "CRFQ 0323 WWV2400000007, Virtual Call Center" solicitation.
- **A14.** WorkForce WV has added clarification to the specifications and requirements. Please refer to the solicitation documents for each respective CRFQ to determine the difference. They can be found on the vendor self-service portal.

https://prd311.wvoasis.gov/PRDVSS1X1ERP/Advantage4

- Q15. Is it possible for the Agency to extend the proposal's due date?
- **A15.** The bid opening date will be extended via addenda.
- **Q16.** Please specify, when the Agency is planning to release the Answers to the Questions.
- **A16.** The questions will be posted via addenda on or around 10/21/24.
- **Q17.** Referring to "6. "Bid Submission", it is our understanding that the vendor can submit their response to this CRFQ either electronically through the wvOASIS portal, or via hard copy or Fax. Is it correct?

A17. Yes

Q18. What is the estimated budget for this project? If unknown, please provide previous spending. **A18.** WFWV will not share the estimated budget for this project. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question-and-answer process included in the solicitation is not appropriate. Requests for

documentation of this nature can be obtained by interested parties through a Freedom of Information Act Request.

Q19. Is the vendor required to provide a ticketing system?

A19. Please refer to specification 4.1.5.1 to determine the vendor requirements for a ticketing system.

Q20. What is the State's award evaluation criteria? Please specify, how many awards will be made. **A20.** Per Section 5.1, Contract Award: 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.

Q21. Does the Agency have any proposal format?

A21. No specific format was stated.

Q22. It is our understanding that the vendor needs to provide a proposal with the information asked for under "3. Qualifications, 4. Mandatory Requirements, 11. Miscellaneous, Designated Contact, Exhibit A Virtual Call Center Pricing Page and Addendum Acknowledgement". Is it correct? **A22.** The agency cannot advise the vendor what documentation they are required to provide. Please refer to the Virtual Call Center Solicitation Documents for this information.

Q23. Referring to "3. Qualifications – sub-sections 3.1 and 3.2", it is stated that "Documentation verifying experience should be submitted with the bid. The vendor must provide additional verification documents within forty-eight (48) hours upon request." Could you please clarify what other verification documents might be required, as the verifiable experience is already requested with the bid?

A23. It is recommended that the vendor submit the documentation with their bid, but it is not mandatory. In the event the documentation is not submitted with the bid, the vendor must provide requested documentation within forty-eight (48) hours upon request.

Q24. What are the hours of operation/coverage for the Virtual Call Center?

Q24. As stated in specification 4.1.5.1, standard business hours are Monday through Friday 8:00AM- 5:00 PM Eastern Time.

Q25. Referring to the portal – Respond to Lines, 1. AWS Services is asking for a Contract Amount whereas the "Exhibit A Virtual Call Center Pricing Page" asks for Amazon Connect monthly cost. Is it acceptable if the vendor provides Amazon Connect's monthly cost under Lines, 1 AWS Services? **A25.** Vendor should complete the Pricing Page by completing Exhibit A with a percentage markup and multiplier for Amazon Connect Services, a monthly amount for Managed Services and an hourly amount for Professional Services. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Q26. Is it mandatory for the vendor to fill the "Response to Lines" on the portal apart from the "Exhibit A Virtual Call Center Pricing Page" or only the "Exhibit A Virtual Call Center Pricing Page" will be acceptable? If the vendor is planning to submit their proposal either via email or hard copy

then do they need to provide an additional cost apart from "Exhibit A Virtual Call Center Pricing Page", which contains Response to Lines and Discount & Comments?

A26. Emailed bids are not acceptable and the vendor is required to either submit electronically through WvOasis or submit a paper copy to the purchasing division. Vendor should complete the Pricing Page by completing Exhibit A with a percentage markup and multiplier for Amazon Connect Services, a monthly amount for Managed Services and an hourly amount for Professional Services. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Q27. Referring to the portal, Respond to Lines, 3, 4, and 5 Professional Service Hours (PM, Junior Developer, and Senior Developer), it is asking for delivery days whereas it is not asked under "Exhibit A Virtual Call Center Pricing Page". Please specify.

A27. Vendor should complete the Pricing Page by completing Exhibit A with a percentage markup and multiplier for Amazon Connect Services, a monthly amount for Managed Services and an hourly amount for Professional Services. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Q28. Would you share the Q&A from the original RFP.

A28. They can be found on the vendor self-service portal. https://prd311.wvoasis.gov/PRDVSS1X1ERP/Advantage4

Q29. Do you have requirements if the Professional Services resources need to be On-Shore, Near-Shore, or Off-Shore?

A29. Only in the United States per IRS Publication 1075 Section 2.C.7. https://www.irs.gov/pub/irs-pdf/p1075.pdf

Q30. Do you have requirements if the Managed Services resources need to be On-Shore, Near-Shore, or Off-Shore?

A30. Only in the United States per IRS Publication 1075 Section 2.C.7. https://www.irs.gov/pub/irs-pdf/p1075.pdf

Q31. Do you require a contract vehicle (e.g., NASPO) for this engagement? If so, what are acceptable options for West Virginia?

A31. No contract vehicle is stated in the specifications.

Q32. To better understand the current state of Workforce West Virginia, we would like to better understand current annual usage. Please provide the following details.

- Total number of Toll Free numbers reserved today (to port over)
- Total number of local (DID) numbers reserved today (to port over)
- Total inbound calls per month
- Inbound Toll Free minutes per month
- Inbound DID (local) minutes per month
- Outbound minutes per month

If specific details are unavailable, please provide estimates (e.g., 138,000 outbound calls with X average handle time, etc.)

A32. Approximately 1 Toll Free Number Approximately 7 local (DID) numbers

Average of 14,000 inbound calls per month Average handle time of 7 minutes Unknown DID Average of 98,776 outbound calls per month

Q33. The proposal references the vendor (assuming this means Amazon Connect) must support various features. Does Workforce West Virginia using all of these features today or only some of the features (e.g., voice), but intends to leverage more features in the future?

A33. We currently do not use all of the features of Amazon Connect but intend to utilize more features in the future.

Q34. What features are being road mapped to be included in the next 12 months

A34. The time frame of new features in unknown.

Q35. Are Workforce West Virginia Contact Center operations consolidated to one physical location or in multiple locations? If multiple, how many total locations?

A35. Contract center operations occur in multiple locations, currently 18 locations.

Q36. Do you use MS Teams today?

A36. No, the agency does not use Microsoft Teams

Q37. How does MIECC use Unified Communications today? For example, are you using this for PBX style call routing to non-contact center business functions?

A37. MIECC is an unknown term and I am unable to identify.

Q38. What tool(s) are being used for KPI, Metrics, and QA tracking today?

A38. Standard Amazon Connect metrics

Q39. What platform is being used for score carding today?

A39. None

Q40. What does Workforce West Virginia use for reporting today? Do you use any solutions like Tableau or AWS QuickSight today?

A40. None

Q41. Any other System (e.g., CRM) that will require integrations?

A41. No

Q42. What IVR solution (e.g., 8x8, Nuance, etc.) are currently used within the system?

A42. Amazon Connect

Q43. What WFM solution (e.g., Calabrio, Verint, NICE, etc.) is currently used?

A43. None

Q44. Has AWS Amazon Connect been provisioned?

A44.Yes

Q45. Has the AWS Landing zone been configure?

A45. Yes

Q46. How many dialed numbers are deployed or need to be deployed?

A46. 7

Q47. How many agents are deployed or need to be deployed?

A47. 207 Agents deployed

Q48. How many call flows are deployed or need to be deployed?

A48. 47

Q49. Would the state accept an Advanced Tier AWS Partner? Can the state confirm with AWS that this is an acceptable Tier for the West Virginia's complex implementation?

A49. We are seeking an AWS Premier partner.

Q50. re: AWS, we see that you are keeping Amazon Connect: ("Amazon Connect is the existing and must remain the cloud-based contact center platform"); however, are you open to using an Interactive Voice Response (IVR) platform other than Amazon Connect for the IVR functions? **A50.** No.

Q51. Can you provide more details re: call volume, inbound as well as outbound?

A51. Average of 14,000 inbound calls per month and 98,776 outbound calls per month.

Q52. Are you using other modes for your outbound communication, in coordination with the Outbound calling?

A52. No

Q53. How many agencies and staff will be scheduling campaigns?

A53. This is for one agency.

Q54. How many agencies and estimated staff will be fielding incoming calls?

A54. One agency with approximately 207 staff.

Q55. How many campaigns per month or year are projected? Are daily calls considered individual campaigns?

A55. Daily calls are not considered campaigns, we have an average of 30 outbound campaigns a month.

Q56. Are the 500 users spread across different agencies? If yes, how many per agency?

A56. No, This is for one agency.

Q57. What are the agency requirements for incoming calls from users?

A57. Caller selects department from a menu and is routed to that queue and agent.

Q58. Please provide definition of customizable call queue settings. What settings will need to be changed?

A58. No setting will need to be changed at takeover. Changes are anticipated as the agency's business needs evolve over time.

Q59. How many call queues?

A59. 4

Q60. How many triage tiers? (An example would be helpful)

A60. WorkForce WV does not currently use nor anticipate implementing triage tiers.

Q61. Do you have any specific use cases in mind for SMS campaigns?

A61. No

Q62. Would the SMS primarily be for notifications, reminders, or two-way communication?

A62. Notifications, Reminders, and Multi-factor Authentication.

Q63. Are the SMS and outbound calls to be performed within a desired timeframe of each? If so, what is the required timeframe?

A63. Yes, next business day as early as 8am and no later than 5pm, Monday – Friday for outbound calls. SMS utilization is a future expansion.

Q64. What is the expected volume of SMS messages? Is there a correlation ratio between calls and SMS messages? One (1) SMS to each one (1) call? Are there any existing carriers or providers currently in use that we should consider integrating with?

A64. Currently unknown as SMS is a future development.

Q65. What specific metrics are important to you for daily scheduled call campaigns (e.g., success rates, duration, time of call)?

A65. Calls attempted.

Q66. Would you need customized reporting formats or integration with other reporting tools used within the agency?

A66. No

Q67. How should the system handle calls that have failed attempts or require retries? Is there a predefined retry strategy guidance?

A67. Failed calls should be retried at least 3 times but no more than 5 times.

Q68. Are there any requirements for multi-language support or localized messaging based on the recipient's location?

A68. No

Q69. Can you provide more details on the types of outbound campaigns? (e.g., emergency notifications, appointment reminders, 1 call & 3 SMS messages)?

A69. Event reminders, Job opportunities, Non-Emergency Notifications.

Q70. Are there any specific compliances to be aware of when setting up outbound campaigns?

A70. Calling hour Restrictions

- **Q71.** Are there any existing call flows or queue configurations that will need to be replicated or improved?
- **A71**. Flows will be replicated; modifications will be required based upon evolving business needs.
- **Q72.** Can you provide historical data on peak and average call volumes to better understand usage patterns for the 500 simultaneous users requirement?
- **A72.** Average Call volume provided in earlier question.
- **Q73.** Are there any anticipated fluctuations or spikes in call volume that should be considered when designing the solution?

A73. No

- **Q74.** This RFP's Period of Performance is base year + 3 optional years. Are costs incurred for storing the WorkForce data in the AWS account beyond this awards POP the responsibility of the awardee? **A74.** No.
- Q75. What is acceptable documentation of experience verification?
- **A75.** No specific format is required as long as the documentation includes the mandatory requirements.
- **Q76.** Will the Managed Services need to integrate with the State's current ticketing platform? **A76.** No
- **Q77.** What is the desired availability and lead time for Professional Services?
- **A77.** 24/7, response within one hour.
- **Q78.** Will the State consider bids from qualified AWS Advanced Consulting partners that meet the State's other requirements for bidding?

A78. No

- **Q79.** What will be the award evaluation process of bidders response?
- **A79.** Per Section 5.1, Contract Award: 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.
- **Q80.** Will you please allow a minimum of 7-10 days (after answers to questions have been provided) for offerors to adequately prepare and submit their proposal response?
- **A80.** The bid opening date will be extended via addenda.
- Q81. Would the State consider extending the due date by 2 weeks to October 29th?
- **A81.** The bid opening date will be extended via addenda.
- **Q82.** Please clarify whether there is expectations that Vendor should provide Amazon Connect platform, or would WV use its current platform and licenses?
- **A82.** Vendor will provide.

Q83. What kind of access is required for Workforce West Virginia agents? Admin, Agent, Supervisor, OA etc.

A83. Most agents will only need agent access, but there will be staff with admin and other elevated roles.

Q84. Are there expectations to retain call recordings along with CTR data?

A84. We keep call recordings but not click through rates.

Q85. How many Campaigns would be executed in a month or year? Please describe number of campaigns for each channel SMS, Email, Call etc.

A85. Call campaigns are all that are being utilized currently. We have an average of 30 outbound campaigns a month.

Q86. Please share volumetrics such

- 1) Number of Inbound Calls / Month and Average Handle Time
- 2) Number of SMS / Month in outbound
- 3) Number of Outbound Calls / Month and Average Handle Time
- **A86.** 1) Approximately 14,000 inbound calls per month with an average handle time of 7 minutes.
- 2) SMS is not currently implemented but use cases and development plans will be established in the coming months.
 - 3) Average of 98,776 outbound calls per month
- **Q87.** Please clarify whether there is expectations that the Vendor should provide a Ticketing system as well?

A87. Please refer to specification 4.1.5.1 to determine the vendor requirements for a ticketing system.

Q88. What would be the role or task of these five agency staff? What will they do with Ticketing system

A88. These staff will be points of contact with the vendor to report issues and outages.

Q89. What support is required for the technical team? How many requests would be asked each month?

A89. The number and type of requests varies by system outage and other events.

Q90. How many queues and IVR flows are expected to be configured in the system?

A90. Already in AWS System.

Q91. How many users and prompts has to be configured in the system?

A91. Around 4 queues.

Q92. Amazon Connect supports only 2 years of data to be retained in platform, then does Agency looking for a custom solution for data retention beyond 2 years? **A92.** Yes.

Q93. Is this a pure services deal? As in, the State will procure and provide all software licenses, cloud subscriptions and infrastructure. Please confirm.

A93. Vendor will acquire licenses.

Q94. In Exhibit A Pricing sheet, Amazon connect services monthly cost is calculated by using Estimated Monthly Usage, is that number of 12,000 a static number or can the vendor change that number up or down?

A94. This number is a monthly estimate and should not be changed by the vendor.

Q95. As per our understanding, there is no minimum percentage participation from small, womenowned, or minority-owned businesses. Please confirm our understanding.

A95. There is no minimum percentage participation; however, we welcome all businesses to participate in our competitive-bidding process.

Q96. There is no placeholder of pricing assumptions in Exhibit A Pricing sheet. Can vendor add a tab of pricing assumptions in this sheet?

A96. Vendor should bid what is on pricing page.

Q97. What is expected start date of the project?

A97. Upon Award

Q98. In the previous rfp there was a line item for the initial one time set up cost. Will that be added to this RFP?

A98. No.

Q99. Could you specify the expected duration of the contract? Will there be options for renewal or extension?

A99. The initial contract term will be for a period of year. Renewal of the contract is limited to three successive one-year periods with proper approvals. Please refer to Section 3 of the General Terms and Conditions for contract term and renewal periods.

Q100. How many employees do you require for the virtual call center, both in total and by specific role (e.g., agents, supervisors, managers)?

A100. WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.

Q101. Are there any specific criteria regarding employee experience or skill sets?

A101. WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.

Q102. Could you provide a detailed breakdown of payments for each employee, including hourly rates or base salaries, if applicable?

A102. WFWV will staff the virtual call center and the answer to these operational questions are not material to supplying the virtual call center infrastructure, which is what is being bid.

Q103. Is there a budget allocated for additional expenses such as training, equipment, or infrastructure?

A103. No.

Q104. Do you have any requirements regarding the call center's coverage hours (working hours, rotating shifts, holidays, etc.)?

A104. Please refer to Section 4, Mandatory Requirements, of the specification.

Q105. If possible, I would appreciate more details on the technical requirements for the call center, particularly concerning AWS integration and other systems.

A105. No specific question is being asked here. Please refer to the specifications for technical requirements.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ WWV25*01

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.

Addandum N	Sumbers Received:			
	x next to each addendum received.	ved	.)	
[X]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10
further unders discussion hel	stand that any verbal representald between Vendor's representa	tior tiv	n ma	denda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the fications by an official addendum is binding.
		Clo	oud	Hesive, LLC
				Company
		C	hr	is Van Houten
				Authorized Signature
		10	/25	/2024
				Date

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

Revised 6/8/2012

Exhibit A Pricing Page Virtual Call Center

Description	Specification	Estimated Monthly Usage	Percentage Markup	Monthly Cost
Amazon Connect	4.1.1-4.1.4	\$38,363.00	0%	\$38,363.00

Convert bid markup percentage to a decimal (eg, 10% markup becomes .10 as a decimal), and add to 1.00 to calculate multiplier.

For example, a 10% markup would become a multiplier of 1.1

(Multiplier)

If West Virginiia chooses to purchase Amazon Connect through CloudHesive, we can extend a **1% discount** on standard AWS consumption costs (excluding telecommunication charges).

TOTAL ANNUAL AWS SERVICES ESTIMATED COSTS	Equals 12 x l	Equals 12 x Monthly Cost		0,356.00
Description	Specification	Fixed Monthly Cost	Total A	Annual Cost
Managed Services (monthly)	4.1.5	\$4,000.00	\$48	3,000.00
One time set-up Transfer		\$20,000.00	\$20,000.00	
Description	Specification	Estimated Annual Hours	Hourly Cost	Total Annual Cost
Professional Service Hours (Progect Manager)	4.1.6	100	\$165.00	\$16,500.00
Professional Service Hours (Senior Developer)	4.1.6	100	\$205.00	\$20,500.00
Professional Service Hours (Junior Developer)	4.1.6	100	\$195.00	\$19,500.00
Professional Service Hours (Progect Manager with MAP)	4.1.6	100	\$135.00	\$13,500.00
Professional Service Hours (Senior Developer with MAP)	4.1.6	100	\$165.00	\$16,500.00
Professional Service Hours (Junior Developer with MAP)	4.1.6	100	\$175.00	\$17,500.00

GRAND TOTAL

\$584,856.00

If the maximum MAP funding is approved by AWS, CloudHesive will be able to extend additional discounts to the services costs. Final discounted hourly rate is dependent on funding approved.

Note: The estimated quantity is for evaluation purposes only. Actual volume is undetermined. No future use of the contract or any individual item is guaranteed or implied.

VENDOR'S NAME: CloudHesive

VENDOR'S ADDRESS: 2419 E Commercial Blvd Ste 300, Fort Lauderdale, FL 33308

VENDOR'S PHONE & EMAIL: (512) 497-5846 & chris.vanhouten@cloudhesive.com



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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1469631				Reason for Modification:
Doc Description:	Virtual Call Center				Addendum No. 3 to extend bid opening date and provide answers to vendor questions
Proc Type:	Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No			Version
2024-10-22	2024-11-12 13:30	CRFQ 0323	WWV2500000001		4
BID RECEIVING LO	DCATION				
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US					
VENDOR					
Vendor Customer	Code:				
Vendor Name :					
Address :					
Street :					
City:					
State :		Country:		Zip:	
Principal Contact	:				
Vendor Contact P	hone:	ı	Extension:		
FOR INFORMATIO Brandon L Barr 304-558-2652 brandon.l.barr@wv.	N CONTACT THE BUYER				

All offers subject to all terms and conditions contained in this solicitation

Vendor Signature X Chris Van Houten

 Date Printed:
 Oct 22, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

FEIN#

DATE 10/25/2024

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open end contract for the purchase of a Virtual Call Center per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AWS Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

AWS Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD,	EAST	1900 KANAWHA BLVD E	
BLDG 3, 3RD FLOOR, S 300	UITE	BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cloud Assured Managed Services				

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Cloud Assured Managed Services

These are estimates, actual costs will be based on consumption

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAS	Γ	1900 KANAWHA BLVI	DE
BLDG 3, 3RD FLOOR, SUITE 300	:	BLDG 3, 8TH FLOOR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Professional Service Hours (PM)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description:

Professional Service Hours (PM)

These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD, EAS	ST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, SUIT 300	E	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Professional Service Hours (Junior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81112006				

Extended Description:

Professional Service Hours (Junior Developer)
These are estimates, actual cost will be based on consumption

INVOICE TO		SHIP TO
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA
1900 KANAWHA BLVD	, EAST	1900 KANAWHA BLVD E
BLDG 3, 3RD FLOOR, 300	SUITE	BLDG 3, 8TH FLOOR
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Professional Service Hours (Senior Developer)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description:

Professional Service Hours (Senior Developer)
These are estimates, actual cost will be based on consumption

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions due by 10am 10/11/2024	2024-10-11

	Document Phase	Document Description	Page 5
WWV250000001	Final	Virtual Call Center	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions