



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

December 8, 2016

State of West Virginia
Department of Administration
Purchasing Division
Attn: Stephanie L Gale
2019 Washington St. E
Charleston, WV 25305

RE: ISC170000010

12/08/16 09:59:47
WV Purchasing Division

Dear Ms. Gale:

On behalf of Verizon, thank you for the opportunity to propose our Technical Staffing Services to the State of West Virginia with regard to RFQ ISC170000010. Verizon's Professional Services is focused on providing a full spectrum of business and technical guidance to help our customers create and take advantage of prime opportunities for greater success. Our expert consultants and technical staff can help unleash the power of customer's technology and their workforce by going beyond just identifying and translating business objectives into strategy. They will work hand-in-hand with the State of WV to plan, design and implement next generation technologies providing a competitive edge and an increased value to market. Our consultants and technical staff use robust and proven methodologies and state-of-the-art toolsets to build solutions that are scalable, flexible, vendor agnostic and extensible.

With a robust set of converged communications services in the industry, Verizon's focus is to use our global network and expertise to deliver innovative products that provide simplicity and value to our customers.

Verizon has had a long partnership with State of West Virginia providing voice, data, security and professional services to various State Agencies. Our proven track record with State and Local Governments demonstrates our ability to provide world-class customer service, innovative ideas and the ability to proactively work to use technology to achieve cost control and advancement for State of West Virginia. We are confident in the strengths that we bring to State of West Virginia. Among them are:

- We have been a long-standing business partner of State of West Virginia for over 100 years, providing voice, data, security and professional services.
- Verizon has compiled impressive credentials as a corporate leader on both a national and regional level and as a strategic partner in implementation of educational applications and tools via either a Wireline or Wireless platform.
- As one of the largest communications service providers to education (public and private) in the nation, Verizon takes pride in providing services to schools and libraries across the United States.
- Verizon brings a solid blend of financial strength. For the full year of 2015, Verizon reported total consolidated revenues of \$131.6 billion. Full-year 2015 revenues grew 3.6 percent, compared with full-year 2014.
- Through a series of mergers, we have provided telecommunication services for several decades, including companies with roots that can be traced to the beginnings of the telephone business in the late 19th century. Verizon is one of the nation's most trusted and respected organizations delivering proven solutions.

- Our Account Management philosophy is designed for State of West Virginia's success. We take customer satisfaction very seriously. The Customer Care Team at Verizon is committed to achieving high levels of customer satisfaction and handling any problems proactively and efficiently.

We are committed to State of West Virginia's success. We sincerely appreciate your consideration and would be honored to continue to provide State of West Virginia with services that provide better business results, better experiences, and better peace of mind.

Thank you again for your time and consideration.
Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

NATURE OF PROPOSAL

This RFQ response is submitted to the West Virginia Department of Administration, Office of Technology (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of its affiliate, MCI Communications Services, Inc. d/b/a Verizon Business Services (individually and collectively referred to herein as "Verizon"). Verizon does not consider this RFQ response as legally binding until an agreement & WV-96 are signed and a mutual understanding is reached. Verizon does not take exception to the RFQ terms and conditions. However, as permitted in the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional service terms and conditions reflected in Verizon's System Agreement, which is incorporated and included in Verizon's response. Verizon has also signed a WV-96 and understands Verizon's agreement terms and conditions are in the last order of precedence and shall not supersede the WV-96 terms and conditions where a conflict arises



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

State of West Virginia
Request for Quotation
34 - Service - Prof

Proc Folder: 244612

Doc Description: Addendum #2 Technical Staffing Services (OT1717)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-28	2016-12-08 13:30:00	CRFQ 0210 ISC1700000010	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

U.S

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Svc Inc., on behalf of MCI Communications Services Inc

d/b/a Verizon Business Services

4700 MacCorkle Av SE Charleston WV 25304

(304)356-3395

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

Mark K. Howell

FEIN# 47-0751768

DATE

11/30/16

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

ADDITIONAL INFORMATION:

Addendum #2 issued to:

1. Provide responses to technical questions.
2. Move bid opening date and time to 12/8/2016 @ 1:30pm.

End of Addendum #2

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Project Coordinator/Business Analyst	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description :

IT Project Coordinator/Business Analyst

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :

IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :
Senior IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Microsoft Office Specialist Trainer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Microsoft Office Specialist Trainer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cyber Security Auditor	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Cyber Security Auditor

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Firewall Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Firewall Administrator

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Network Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111610			

Extended Description :
Network Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VoIP Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :

VoIP Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Windows Server System Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

Windows Server System Administrator

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	RedHat Linux Server System Administrator	2000.00000	HOUR		

<u>Comm Code</u>	<u>Manufacturer</u>	<u>Specification</u>	<u>Model #</u>
80111609			

Extended Description :

RedHat Linux Server System Administrator

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2016-11-21

SOLICITATION NUMBER: CRFQ ISC1700000010

Addendum Number: 2

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

Applicable Addendum Category:

- 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:

Addendum #2 issued to:

1. Provide responses to technical questions.
2. Move bid opening date and time to 12/8/2016 @ 1:30pm.

End of Addendum #2

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.

OT TEMPS (OT1717) CRFQ ISC17*10 Technical Questions and Answers

1. What is the total budget limitation of this RFQ?

Answer: This is an open-ended contract that will provide temporary services as needed. No specific budget has been established.

2. Please confirm about the start & end dates of this project?

Answer: N/A. The various positions described in this solicitation are not for a single project. They are to be provided as needed as outlined in the specifications.

3. Please share the details of the incumbent or vendor currently providing the same services along with last year's expenditure?

Answer: N/A. This is a new contract.

4. How many consultants or personnel are currently employed under this contract?

Answer: N/A. This is a new contract.

5. Can you please provide the approximate spend for each labor category covered in last contract?

Answer: N/A. This is a new contract.

6. My question for this bid is that since we are based out of Houston Texas is there any license requirements with the state of WV to bid on this opportunity? If so what are ?

Answer: Before award, all vendors must be registered with the WV Secretary of State and complete Vendor Registration in wvOASIS, apart from that, it is the vendor's responsibility to determine any particular licensing requirements for staffing services in the State of WV.

7. Is this a new requirement? If not, can you please provide the name of the incumbent?

Answer: Yes, this is a new solicitation/contract.

8. When the contract for the current vendor is expiring?

Answer: N/A. This is a new contract.

9. How many vendors would be awarded contract as a part of this opportunity?

Answer: Per 5.1 Contract Award, of the specifications, each classification will be evaluated and awarded separately; up to six (6) vendors can be awarded a single classification.

10. What is the number of positions available for each job title?

Answer: The number of positions for each job title will vary as needed.

11. Can work be performed on-site / off-site?

Answer: All work is to be performed on-site unless off-site work is negotiated during the course of the delivery order or SOW if such is deemed necessary. Please see section 4.3.1 Ordering Procedure of the specifications.

12. Does this opportunity contain Local preference? If yes, please provide the details.

Answer: Yes, in accordance with West Virginia Code §5A-3-37, resident vendor preference will be granted. The Vendor Preference Certificate was included in this solicitation advertisement.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Business Network Services Inc on behalf of MCI
Communications Services Inc d/b/a Verizon Business Services

Company

Marsha K. Harrell

Marsha K Harrell
Senior Consultant
Contract Management

Authorized Signature

11/30/14

Date

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

Corporate Policy Statement

Policy No.: CPS-103
Issued: December 6, 2010
Subject: Authority to Approve Transactions



APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management (VZ ID [redacted]);
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]); and
Jacquelyn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted])

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2016 and ending on June 30, 2017 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/1/16
Signature Date

Anthony Recine [redacted]
Name VZ ID

SVP & CMO [redacted]

[redacted]
Responsibility Code or Cost Center Code

Jacquelyn A Whiting 6/7/16
Delegate's Signature - Jacquelyn A Whiting

Patricia L Myers 6/6/16
Delegate's Signature - Patricia L Myers

Marsha K Harrell 6/2/16
Delegate's Signature - Marsha K Harrell



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

State of West Virginia
 Request for Quotation
 34 -- Service - Prof

Proc Folder: 244612

Doc Description: Addendum #1 Technical Staffing Services (OT1717)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-10	2016-12-01 13:30:00	CRFQ 0210 ISC1700000010	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Svc Inc. on behalf of
 MCI Communications Services Inc. d/b/a Verizon Business Services
 4700 MacCorkle Av SE
 Charleston, WV 25304
 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

Patricia L Myer

FEIN #

47-0751768

DATE

11/28/16

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

ADDITIONAL INFORMATION:

Addendum #1 issued to:

1. Correct date of technical questions deadline in the Terms and Conditions to 11/21/2016.

End of Addendum #1

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Project Coordinator/Business Analyst	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description :

IT Project Coordinator/Business Analyst

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :

IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :
Senior IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Microsoft Office Specialist Trainer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Microsoft Office Specialist Trainer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cyber Security Auditor	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Cyber Security Auditor

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Firewall Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Firewall Administrator

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Network Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111610			

Extended Description :
Network Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VoIP Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
VoIP Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Windows Server System Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Windows Server System Administrator

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	RedHat Linux Server System Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

RedHat Linux Server System Administrator

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2016-11-21

ISC1700000010	Document Phase Final	Document Description Addendum #1 Technical Staffing Services (OT1717)	Page 7 of 7
---------------	--------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ISC1700000010

Addendum Number: 1

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

Applicable Addendum Category:

- 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. To clarify that the vendor question deadline is November 21, 2016

No other changes at this time

Bid opening remains December 1, 2016 at 1:30 PM EST

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISC1700000010

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Business Network Svc Inc on behalf of
MCZ Communications Svc Inc d/b/a
Verizon Business Services

Company

Patricia D. Myers

Authorized Signature

11/28/16

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 244612

Doc Description: Technical Staffing Services (OT1717)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-07	2016-12-01 13:30:00	CRFQ 0210 ISC1700000010	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Svc Inc., on behalf of
 MCI Communications Services, Inc. d/b/a Verizon Business Services
 4700 MacCorkle Ave SE
 Charleston WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

Patricia A. Myer

FEIN #

47-0751768

DATE

11/28/16

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for multiple award for technical staffing services.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Project Coordinator/Business Analyst	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description :
IT Project Coordinator/Business Analyst

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :
IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior IT Project Manager	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :

Senior IT Project Manager

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Microsoft Office Specialist Trainer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :

Microsoft Office Specialist Trainer

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
5	Cyber Security Auditor	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :

Cyber Security Auditor

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Firewall Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Firewall Administrator

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Network Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111610			

Extended Description :
Network Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VoIP Engineer	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :

VoIP Engineer

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Windows Server System Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

Windows Server System Administrator

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	RedHat Linux Server System Administrator	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

RedHat Linux Server System Administrator

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-11-21

ISC1700000010	Document Phase Final	Document Description Technical Staffing Services (OT1717)	Page 6 of 6
---------------	--------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 14, 2016

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@wv.gov

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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (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: December 1, 2016 @ 1:30pm

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. ALTERNATES:** 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.
- 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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to 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 wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "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: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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 within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

_____ for _____

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

11. 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.

12. 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.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

15. 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.

16. 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 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.

17. 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.

18. 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 § 148-1-6.1.e.

- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. COMPLIANCE:** 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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. 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.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

42. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

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.

Sandra Hawkins Sr Client Partner
(Name, Title)

Sandra Hawkins Sr Client Partner
(Printed Name and Title)

4700 MacCorkle Av SE, Charleston WV 25304
(Address)

(304)356-3395 / (304)356-3590
(Phone Number) / (Fax Number)

Sandra.K.hawkins@verizon.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Verizon Business Network Svc Inc, on behalf of MCI Communications Svc Inc d/b/a Verizon Business Services
(Company)

Patricia L Myers
(Authorized Signature) (Representative Name, Title)

Patricia L Myers, Manager Contract Management

(Printed Name and Title of Authorized Representative)

11/28/16
(Date)

(304)356-3395 / (304)356-3590
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Information Technology Staffing Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for multiple award for technical staffing services. This contract shall cover the following position classifications:
 1. IT Project Coordinator/Business Analyst
 2. IT Project Manager
 3. Senior IT Project Manager
 4. Microsoft Office Specialist Trainer
 5. Cyber Security Auditor
 6. Next Generation Firewall (NGFW) Administrator
 7. Network Engineer
 8. VoIP Engineer
 9. Windows Server System Administrator
 10. RedHat Linux Server System Administrator

The position classifications listed above are to provide for the technical expertise to meet the temporary contracted staffing needs for the West Virginia Office of Technology (WVOT) - for systems, projects and applications for a multitude of telephony, data, administration and networking needs. These services would be used to develop modifications and enhancements to the computer systems, as well as to mentor, provide technical training and support, and provide "shadowing" opportunities for State programmer analysts, among other tasks as defined by WVOT on its Delivery Order for the services.

Though the majority of the requested services are likely to be for work in the metro-Charleston, WV, area, during the life of the contract, WVOT may request services be provided in the entire State of West Virginia.

REQUEST FOR QUOTATION
Information Technology Staffing Services

BACKGROUND & CURRENT OPERATING ENVIRONMENT:

WVOT manages infrastructure and many systems (some are specifically designed for Agencies WVOT supports) that support various applications for the State of West Virginia. These systems cover a wide range of platforms, hardware, software, databases and skills. Among those are included, but not limited to: IBM Mainframe, Windows Server, Red Hat and SUSE Linux, DB2, Oracle, SQL, Microsoft Products, Firewalls, LANs/WANs, Cisco Unified Communications, VoIP, and Cyber Security. At times, the Agencies WVOT supports require additional technical expertise and support to accomplish specific project goals for these systems.

WVOT reserves the right to contract highly specialized technical staffing services for distinct projects which are deemed to be outside the scope of this contract.

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 providing temporary staffing services for the list of classifications identified in Section 1 (above) and 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 **“VoIP”** means Voice over Internet Protocol.

2.5 **“BGP”** means Border Gateway Protocol

2.6 **“MPLS”** means Multiprotocol Label Switching

2.7 **“VRF”** means Virtual Routing and Forwarding

2.8 **“EIGRP”** means Enhanced Interior Gateway Routing Protocol

2.9 **“TCP/IP”** means Transmission Control Protocol and the Internet Protocol

2.10 **“CCNP”** means Cisco Certified Network Professional

2.11 **“CCIE”** means Cisco Certified for Internetwork Expert

REQUEST FOR QUOTATION
Information Technology Staffing Services

2.12 "PMBOK" means Project Management Institute's Body of Knowledge, which is a published body of knowledge

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. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement upon request, prior to award; however, bidders may include this documentation with their bid.

Verizon Response: See References in Attachment A

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 IT Project Coordinator/Business Analyst

4.1.1.1 IT Project Coordinator/Business Analyst will work under supervision within a project team, interacting with the team and client stakeholders to document, track and measure business requirements, stakeholder management plans, communication plans and perform other supporting client or project documentation work, as directed.

4.1.1.2 IT Project Coordinator/Business Analyst must have a minimum of two (2) years of full-time or equivalent part-time paid experience in computer sales, IT customer service, computer consulting or technical writing.

REQUEST FOR QUOTATION
Information Technology Staffing Services

- 4.1.1.3** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with capabilities and limitations of information technology.
- 4.1.1.4** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with data processing/word processing concepts.
- 4.1.1.5** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with information technology hardware/software and its terminology.
- 4.1.1.6** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with data communications, communicating clearly both orally and in writing, and conducting effective stakeholder interviews.
- 4.1.1.7** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience evaluating existing systems of moderate complexity and to understand their structure and component parts.
- 4.1.1.8** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with analyzing information problems, applying technical information solutions and developing a work breakdown structure, estimating and scheduling.
- 4.1.1.9** IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience preparing flow charts, graphs, tables and status reports, and using PC based word processing, spreadsheets and database programs.

4.1.2 IT Project Manager

- 4.1.2.1** IT Project Manager must perform according to the Project Management Institute's Body of Knowledge (PMBOK), to

REQUEST FOR QUOTATION
Information Technology Staffing Services

deliver projects on time, within budget, adhere to quality standards and meet customer expectations. Position will require responsibility to be held for overall coordination, status reporting, and development of all phases of small and medium-size projects of moderate complexity and risk.

- 4.1.2.2** IT Project Manager must have a minimum of four (4) years of full-time or equivalent part-time paid professional administrative, project management, or managerial experience in information technology such as computer programming, systems, programming, database management, technical writing, systems analysis, business analysis or information technology project management.
- 4.1.2.3** IT Project Manager must hold an active Certified Associate in Project Management or Project Management Professional certification from the Project Management Institute.
- 4.1.2.4** IT Project Manager must possess a minimum of four (4) years of experience with information architecture, system operation, software, hardware, or four (4) years of experience with networks and telecommunications systems.
- 4.1.2.5** IT Project Manager must possess a minimum of four (4) years of experience using personal computers in a Windows-based operating environment, skill in the use of workflow analysis, and with new developments and applications of information technology and emerging technologies.
- 4.1.2.6** IT Project Manager must possess a minimum of four (4) years of experience with principles and practices of project management methodology, according to the Project Management Institute's Body of Knowledge (PMBOK).
- 4.1.2.7** IT Project Manager must possess a minimum of four (4) years of experience with life-cycle management concepts, and information technology metrics methods and concepts.

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.2.8 IT Project Manager must possess a minimum of four (4) years of experience overseeing and managing information technology projects, and developing and managing project budgets.

4.1.2.9 IT Project Manager must possess a minimum of four (4) years of experience planning strategically based on project management plans.

4.1.2.10 IT Project Manager must possess a minimum of four (4) years of experience compiling, assimilating, understanding complex technical information and data and communicating with various groups/stakeholders on information technology concepts and terminology, and communicating effectively and delivering effective presentations.

4.1.2.11 IT Project Manager must possess a minimum of four (4) years of experience assessing contract compliance and product/service quality to negotiate contracts.

4.1.2.12 IT Project Manager must possess a minimum of four (4) years of experience leading various employee levels to include management, professional, technical and support staff.

4.1.3 Senior IT Project Manager

4.1.3.1 Senior IT Project Manager must perform accepted project management methods and processes to deliver projects on time, within budget, adhere to quality standards and meet customer expectations. Responsibility will be held for

REQUEST FOR QUOTATION
Information Technology Staffing Services

overall coordination, status reporting, and development of all phases of medium and large-size projects of moderate complexity and risk.

- 4.1.3.2 Senior IT Project Manager must have a minimum of four (4) years of full-time or equivalent part-time paid professional administrative, project management, or managerial experience in information technology such as computer programming, systems, programming, database management, technical writing, systems analysis, business analysis or information technology project management.**
- 4.1.3.3 Senior IT Project Manager must hold an active Project Management Professional certification from the Project Management Institute.**
- 4.1.3.4 Senior IT Project Manager must possess a minimum of four (4) years of experience with information architecture, system operation, software, hardware, networks and telecommunication systems.**
- 4.1.3.5 Senior IT Project Manager must possess a minimum of four (4) years of experience with new developments and applications of information technology and emerging technologies.**
- 4.1.3.6 Senior IT Project Manager must possess a minimum of four (4) years of experience with principles and practices of project management methodology, according to the Project Management Institute's Body of Knowledge (PMBOK).**
- 4.1.3.7 Senior IT Project Manager must possess a minimum of four (4) years of experience with life-cycle management concepts, and with information technology metrics, methods and concepts.**

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.3.8 Senior IT Project Manager must possess a minimum of four (4) years of experience using personal computers in a Windows-based operating environment.

4.1.3.9 Senior IT Project Manager must possess a minimum of four (4) years of experience using workflow analysis.

4.1.3.10 Senior IT Project Manager must possess a minimum of four (4) years of experience overseeing and managing information technology projects, and developing and managing project budgets.

4.1.3.11 Senior IT Project Manager must possess a minimum of four (4) years of experience planning strategically based on project management plans.

4.1.3.12 Senior IT Project Manager must possess a minimum of four (4) years of experience compiling, assimilating, understanding complex technical information and data and communicating to various groups/stakeholders on information technology concepts and terminology, and communicating effectively and delivering effective presentations.

4.1.3.13 Senior IT Project Manager must possess a minimum of four (4) years of experience assessing contract compliance and product/service quality; negotiating contracts.

4.1.3.14 Senior IT Project Manager must possess a minimum of four (4) years of experience leading various employee levels to include management, professional, technical and support staff.

4.1.4 Microsoft Office Specialist Trainer

4.1.4.1 Microsoft Office Specialist Trainer must deliver both third-party-developed and custom content for a wide range of

REQUEST FOR QUOTATION
Information Technology Staffing Services

information technology courses, focusing on Microsoft Office current version and/or subsequent versions productivity software, including Office 365 ProPlus. This technical trainer is self-directed and motivated to deliver the training programs and research new features or client support issues.

- 4.1.4.2** Microsoft Office Specialist Trainer must hold current Microsoft Office Specialist (MOS) certifications for each of Microsoft's core Office current version and/or subsequent versions of programs: Excel, Word, and Powerpoint.
- 4.1.4.3** Microsoft Office Specialist Trainer must hold a minimum of an Associate's degree from a regionally accredited college or university in computer science, computer information systems, information technology, computer engineering, electronics, network engineering or closely related field.
- 4.1.4.4** Microsoft Office Specialist Trainer must have two (2) years of classroom training experience, and at least one (1) year of experience in administering e-learning or virtual classroom webinars.
- 4.1.4.5** Microsoft Office Specialist Trainer must possess two (2) years of experience researching and refining training topics to reflect the evergreen functionality of the Microsoft productivity suite.
- 4.1.4.6** Microsoft Office Specialist Trainer must possess two (2) years of experience providing outstanding customer service with clear written and oral communication.
- 4.1.4.7** Microsoft Office Specialist Trainer must possess two (2) years of experience developing custom instructional manuals, if needed.
- 4.1.4.8** Microsoft Office Specialist Trainer must possess two (2) years of experience presenting training with professional

REQUEST FOR QUOTATION
Information Technology Staffing Services

and authoritative public speaking abilities and command of the subject matters.

4.1.4.9 Microsoft Office Specialist Trainer must possess two (2) years of experience providing helpful trouble-shooting and patient problem solving one-on-one with client questions about Microsoft Office products.

4.1.5 Cyber Security Auditor

4.1.5.1 Cyber Security Auditor must have a minimum of three (3) years of experience monitoring and evaluating a system's compliance with IT security, resilience and dependability requirements.

4.1.5.2 Cyber Security Auditor must have a minimum of three (3) years of experience verifying that application software/network/system security postures are implemented as stated, document deviations, and recommending required actions to correct those deviations.

4.1.5.3 Cyber Security Auditor must have a minimum of three (3) years of experience verifying that the software application/network/system accreditation and assurance documentation is current.

4.1.5.4 Cyber Security Auditor must have a minimum of three (3) years of experience performing validation steps, comparing actual results with expected results and analyzing the differences to identify impact and risks.

4.1.6 Next Generation Firewall (NGFW) Administrator

4.1.6.1 NGFW Administrator must have a minimum of three (3) years of experience configuring, monitoring and utilizing NGFWs.

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.6.2 NGFW Administrator must have a minimum of three (3) years of experience configuring policies and rules for a NGFW.

4.1.6.3 NGFW Administrator must have a minimum of five (5) years of experience of network protocols such as TCP/IP, Dynamic Host Configuration, Domain Name System (DNS), and directory services.

4.1.6.4 NGFW Administrator must have a minimum of five (5) years of experience of network security architecture concepts including topology, protocols, components, and principles (e.g., application of defense-in-depth).

4.1.6.5 NGFW Administrator must have a minimum of five (5) years of experience with examining network topologies to understand data flows through the network.

4.1.6.6 NGFW Administrator must have a minimum of five (5) years of experience identifying applications and operating systems of a network device based on network traffic.

4.1.6.7 NGFW Administrator must have a minimum of five (5) years of experience characterizing and analyzing network traffic to identify anomalous activity and potential threats to network resources.

4.1.7 Network Engineer

4.1.7.1 Network Engineer must have at least five (5) years of experience in the design, installation, and support of complex communication systems at an enterprise level.

4.1.7.2 Network Engineer must possess at least five (5) years of experience designing and implementing both wired and wireless communication solutions.

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.7.3 Network Engineer must possess at least five (5) years of experience with WAN/LAN protocols including BGP, MPLS, VRF, EIGRP, and TCP/IP.

4.1.7.4 Network Engineer must possess at least five (5) years of experience with wireless 802.11 a/b/g/n.

4.1.7.5 Network Engineer must possess at least five (5) years of experience configuring Cisco routers, switches, wireless access points, and firewalls.

4.1.7.6 Network Engineer must possess at least five (5) years of experience troubleshooting and resolving issues involving routers, switches, and firewalls within a highly complex multi-protocol system.

4.1.7.7 Network Engineer must possess strong analytical and organizational skills and at least five (5) years of experience prioritizing projects in a rapidly changing environment.

4.1.7.8 Network Engineer must possess at least five (5) years of experience leading technical projects and producing detailed documentation.

4.1.7.9 Network Engineer must possess at least five (5) years of experience conveying complicated data, utilizing strong oral and written communication skills to project team and stakeholders.

4.1.7.10 Network Engineer must possess at least five (5) years of experience with network diagnostic and monitoring tools.

4.1.8 VoIP Engineer

4.1.8.1 VoIP Engineer must possess at least five (5) years of experience in the design, installation, and support of large scale Cisco Voice-over-IP communication systems.

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.8.2 VoIP Engineer must possess a minimum of three (3) years of experience with Cisco Unified Communications Manager (v9.x; v10.x), Call Manager Express, Unified Contact Center Express, Unity Connection, Unified Presence, Prime Collaboration, Jabber and IP Communicator.

4.1.8.3 VoIP Engineer must possess a minimum of five (5) years of experience configuring Cisco routers and switches.

4.1.8.4 VoIP Engineer must possess a minimum of three (3) years of experience recording applications and Singlewire InformaCast paging gateways.

4.1.8.5 VoIP Engineer must possess a minimum of five (5) years of experience with VMware vSphere.

4.1.8.6 VoIP Engineer must possess a minimum of five (5) years of experience troubleshooting and resolving issues within large scale complex systems.

4.1.8.7 VoIP Engineer must possess a minimum of five (5) years of experience utilizing strong analytical and organizational skills to prioritize projects in a rapidly changing environment.

4.1.8.8 VoIP Engineer must possess a minimum of five (5) years of experience leading technical projects and producing detailed documentation.

4.1.8.9 VoIP Engineer must possess at least five (5) years of experience conveying complicated data, utilizing strong oral and written communication skills to project team and stakeholders.

4.1.9 Windows Server System Administrator

REQUEST FOR QUOTATION
Information Technology Staffing Services

- 4.1.9.1** Windows Server System Administrator must have a minimum of three (3) years of Windows Server system administration experience.
- 4.1.9.2** Windows Server System Administrator must have a minimum of three (3) years of experience with VMware.
- 4.1.9.3** Windows Server System Administrator must have a minimum of three (3) years of experience with the virtualization and consolidation of standalone physical servers.
- 4.1.9.4** Windows Server System Administrator must have a minimum of three (3) years of experience provisioning virtual machines; including CPU, memory and storage.
- 4.1.9.5** Windows Server System Administrator must have a minimum of three (3) years of experience developing server build images and processes including automatic deployment technologies.
- 4.1.9.6** Windows Server System Administrator must be available periodically to work outside of normal work hours with very little advanced notice. This may include evenings and weekends.
- 4.1.9.7** Windows Server System Administrator must have a minimum of three (3) years of experience monitoring server logs and health alarms.
- 4.1.9.8** Windows Server System Administrator must have a minimum of three (3) years of experience with customer interaction.
- 4.1.9.9** Windows Server System Administrator must have a minimum of three (3) years of experience with problem investigation, troubleshooting and resolution.

REQUEST FOR QUOTATION
Information Technology Staffing Services

4.1.9.10 Windows Server System Administrator must have a minimum of three (3) years of experience with clusters and high availability environments.

4.1.9.11 Windows Server System Administrator must have a minimum of three (3) years of experience repairing and recovering from hardware and/or software failures.

4.1.9.12 Windows Server System Administrator must have a minimum of three (3) years of experience applying patches and upgrades.

4.1.9.13 Windows Server System Administrator must have a minimum of three (3) years of experience configuring and/or adding new services.

4.1.9.14 Windows Server System Administrator must have a minimum of three (3) years of experience performing periodic performance reporting to support capacity planning.

4.1.9.15 Windows Server System Administrator must have a minimum of three (3) years of experience with Network Attached Storage (NAS) and EMC storage devices.

4.1.9.16 Windows Server System Administrator must have a minimum of three (3) years of experience with scripting and PowerShell commands.

4.1.10 Red Hat Linux Server System Administrator

4.1.10.1 RedHat Linux Server System Administrator must have a minimum of three (3) years of Red Hat Linux Server system administration experience.

4.1.10.2 RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with Linux.

REQUEST FOR QUOTATION
Information Technology Staffing Services

- 4.1.10.3** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with the virtualization and consolidation of standalone physical servers.
- 4.1.10.4** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience provisioning virtual machines; including CPU, memory and storage.
- 4.1.10.5** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience developing server build images and processes including automatic deployment technologies.
- 4.1.10.6** RedHat Linux Server System Administrator must be available periodically to work outside of normal work hours with very little advanced notice. This may include evenings and weekends.
- 4.1.10.7** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with monitoring server logs and health alarms.
- 4.1.10.8** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with customer interaction.
- 4.1.10.9** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with problem investigation, troubleshooting and resolution.
- 4.1.10.10** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with clusters and high availability environments.
- 4.1.10.11** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with repair and recovery from hardware and/or software failures.

REQUEST FOR QUOTATION
Information Technology Staffing Services

- 4.1.10.12** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience applying patches and upgrades.
- 4.1.10.13** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with configuring and/or adding new services.
- 4.1.10.14** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with performing periodic performance reporting to support capacity planning.
- 4.1.10.15** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience understanding and using essential tools for handling files and directories.
- 4.1.10.16** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience identifying processes, starting and stopping virtual machines, and controlling services.
- 4.1.10.17** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience creating and configuring file systems and file system attributes.
- 4.1.10.18** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience managing security, including basic firewall and SELinux configuration.

Verizon Response: Verizon has read, understands and will comply. See Attachment A for additional information on roles under each classification.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1** Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by WVOT, Vendor shall provide the

REQUEST FOR QUOTATION
Information Technology Staffing Services

qualifications of proposed candidates who meet all requirements of the RFQ.

- 4.2.2 Successful vendors will provide staffing as requested by WVOT. Assignments will be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from WVOT, or consistently being unresponsive to WVOT's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3 Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4 Successful vendors shall provide WVOT with information on each staffing candidate, including applications. These must be sent to WVOT along with the listing of possible candidates to interview.
- 4.2.5 Successful vendors must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6 Successful vendors are prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by any WVOT Facility or Office or failed to execute duties satisfactorily, whether as a full-time employee or as contract temporary staff.
- 4.2.7 Successful vendor having the first priority contract for any classification required by WVOT will be contacted first and will have 48 hours (2 business days) to acknowledge the initial contact request for staffing (in writing, by a means dictated by WVOT on the initial contact request, but likely by email or fax), and must inform WVOT if they are able or unable to fulfill the request. If unable to supply a candidate at the time, Vendor

REQUEST FOR QUOTATION
Information Technology Staffing Services

The Vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. WVOT will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties. WVOT may, as part of this notification, request the Vendor replace the candidate; if so, the Vendor has 2 weeks (10 business days) from this notification to provide the qualifications for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.8** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.9** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to WVOT within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to WVOT a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that WVOT may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If WVOT needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).
- 4.2.10** Successful Vendors and candidates must comply with all WVOT policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by WVOT. Vendor, Contractor and Agency shall comply with the West

REQUEST FOR QUOTATION
Information Technology Staffing Services

Virginia Division of Personnel Drug and Alcohol Free Workplace Policy,
Attachment A, and the West Virginia Division of Personnel Prohibited
Workplace Harassment Policy, Attachment B.

4.3 DUTIES AND RESPONSIBILITIES OF WVOT

4.3.1 Ordering Procedure: WVOT will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. WVOT may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; WVOT has full discretion on how they wish to organize and issue notifications to the Vendor with current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of WVOT (ie, WVOT should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, WVOT requires two Technical Writers for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification. WVOT will make every effort to respond to vendor responses within ten (10) days.

Upon receipt of required documents, interviews will be arranged by the appropriate Director or his/her designee. Interviews will be conducted, at least by telephone, and review of qualifications will be performed by WVOT in order to verify the candidate meets the requirements for the requested classification.

After WVOT has chosen the candidate from those provided by the Vendor, WVOT will notify the vendor for a signed, dated quote (see Vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent

REQUEST FOR QUOTATION
Information Technology Staffing Services

to the project for each classification requested. WVOT reserves the right to require a SOW if deemed necessary.

Delivery Orders in excess of \$250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of \$250,000.00 or under will be processed as WVOT Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in WVOasis).

- 4.3.2 WVOT shall provide each candidate with a final copy of the ADO/CDO containing the hours to be worked, the specific location to which they must report and their work schedule.
- 4.3.3 Successful Vendor(s)' candidate shall work under WVOT supervision. WVOT shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at WVOT.
- 4.3.4 WVOT reserves the right to terminate the candidate selected for a position providing services to WVOT without cause if it is determined to be in the best interest and well-being of WVOT. Termination would occur by cancellation of the remainder of the Delivery Order, and does not require prior notification to the Vendor.
- 4.3.5 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

REQUEST FOR QUOTATION
Information Technology Staffing Services

DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, the requestor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that the requestor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

- 4.3.6** In the event of the expiration of an ADO/CDO, if the candidate has developed a specialized WVOT existing environment knowledge base that would make the contractor difficult to replace, WVOT reserves the right to maintain the incumbent candidate if available, and if the vendor agrees, instead of beginning the ordering procedure again. A new contract, ADO/CDO, would be released to account for the additional hours, unless the total projected extension of hours does not exceed ten (10) percent of the original ADO/CDO, in which case a modification/change order can be submitted.
- 4.3.7** It is the sole responsibility of WVOT to ensure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if WVOT has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

4.4 GENERAL REQUIREMENTS

- 4.4.1** In addition to what is covered by the General Terms and Conditions included with the solicitation, quarterly reports required from the Vendor must contain:

REQUEST FOR QUOTATION
Information Technology Staffing Services

- Complete name of each accepted, actively working candidate during the period;
- Classification of each accepted, actively working candidate during the period;
- WVOT and Program (when applicable) where each candidate was provided;
- Number of hours each candidate has worked (for each quarter and YTD);
- The contract's hourly pay rate for each candidate;

NOTE: These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to WVOT Contract Manager (including all hours provided during the quarter). These reports are due within 30 days after the end of each calendar year quarter.

- 4.4.2 In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix 1, which indicates the specific Protected Health Information (PHI), specifically written for the project for which WVOT is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix 1) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is not required for award of the Contract.

Verizon Response: Verizon has read, understands and will comply with all Mandatories.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide WVOT with a purchase price for all of the Contract Services, and it is WVOT's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest

REQUEST FOR QUOTATION
Information Technology Staffing Services

Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Grand Total for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most six (6) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet Contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

In the event of a tie for a classification award and/or prioritization, the Purchasing Director, or his/her designee shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Director.

5.2 Pricing Page: Vendor should complete the Pricing Page, Exhibit A, by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. 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. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid.

Vendor should type or electronically enter the information into the Pricing Pages provided as the assembled CRFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Pages and provide as the Unit Price their Hourly Rate. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@wv.gov

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

6. PERFORMANCE: Vendor and WVOT shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by WVOT. 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.

REQUEST FOR QUOTATION
Information Technology Staffing Services

7. **PAYMENT:** WVOT shall pay hourly rate, 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 WVOT separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to WVOT'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 WVOT immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to WVOT's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of WVOT's security protocol and procedures.
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.

REQUEST FOR QUOTATION
Information Technology Staffing Services

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to WVOT 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: Sandra Hawkins
Telephone Number: 304-356-3395
Fax Number: 304-356-3590
Email Address: sandra.k.hawkins@verizon.com

POLICY

West Virginia Division of Personnel



DRUG- AND ALCOHOL-FREE WORKPLACE

I. PURPOSE

- A. The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and State regulations regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988.
 - 1. Further, the purpose of this policy is to make every effort to institute and maintain a drug- and alcohol-free workplace.
 - 2. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.
- B. The policy's goal is to comply with the Drug-Free Workplace statute and to eliminate the presence and/or use of alcohol and illegal drugs in the workplace.
 - 1. Further, the intent of this policy is to ensure that State government workplaces are safe, productive, and secure for independent contractors, volunteers, employees and citizens.
 - 2. This policy prohibits the use of alcohol and/or illegal drugs in the workplace as such use may affect an independent contractor's, volunteer's, or employee's job performance; bring discredit upon the reputation of the State of West Virginia, as the employer, and/or threaten the safety of independent contractors, volunteers, employees, individuals entrusted to the care of the State, and the general public.

II. DEFINITIONS

- A. **Alcoholic Liquors:** These include alcohol, beer, wine and spirits, and any liquid or solid containing alcohol and capable of being used as a beverage.
- B. **Independent Contractor:** Any department, division, unit, or any person responsible for the performance of work under a contract.
- C. **Controlled Substance:** A federally-regulated substance listed in Exhibit A and/or Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and West Virginia Code § 60A-2-201, et seq., that when taken into the body, may impair one's mental faculties and/or physical performance.
- D. **Conviction:** A finding of guilt, (including a plea of nolo contendere) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.
- E. **Criminal Drug Statute:** A criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.



DRUG- AND ALCOHOL-FREE WORKPLACE

POLICY

- F. **Employee:** Any person who works full-time or part-time, including management, or temporary staff who are directly engaged in the performance of work for a State employer.
- G. **Federal Agency:** Any agency as that term is defined in Section 552(f) of the Title IV, United States Code.
- H. **Grantee:** Any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
- I. **Legal Drug:** Legal drugs include medications prescribed by a physician, and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed by a physician or manufactured.
- J. **Illegal Drug:** Any drug which is not legally obtainable and is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal or State law which are not authorized for sale, possession, or use, and legal drugs which are obtained or distributed illegally.
- K. **Workplace:** A work site where service or work is performed in connection with an independent contractor's, volunteer's, or employee's public employment or service. The workplace shall include facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.
- L. **Volunteer:** Any authorized individual not receiving compensation while directly engaged in the performance of services for a State employer.

III. POLICY

- A. It is the policy of West Virginia State government to ensure that its workplaces are free of alcohol, illegal drugs and controlled substances by prohibiting the use, possession, purchase, distribution, sale, or having such substances in the body system. Although the sale and use of alcohol by an adult may be legal, the possession, use, distribution, or dispensation of alcohol in the workplace is strictly prohibited.
- B. This policy is applicable while independent contractors, volunteers, and employees are engaged in any work/service-related activity which includes performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participation in receptions when invited as a result of State employment/service.
- C. The possession, use, distribution, or dispensation of alcohol; the reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, are all prohibited in the workplace. When reasonable suspicion exists that an independent contractor, volunteer, or employee has reported to work under the influence of alcohol, illegal drugs, or is impaired due to abuse or misuse of controlled substances or prescribed medications, the individual may be subject to assessment and disciplinary action or termination of service agreement.

POLICY

West Virginia Division of Personnel

PROHIBITED WORKPLACE HARASSMENT

NOTE: This policy replaces Interpretive Bulletin DOP-B6 (Prohibited Workplace Harassment).

- I. PURPOSE:** The purpose of this policy is to prescribe a work environment where illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process) or status explicitly defined as protected under applicable State and federal law as well as nondiscriminatory hostile workplace harassment does not occur. Employees have the right to be free from harassment while in a State government workplace, and the State has the legal obligation to ensure that such harassment does not occur and that effective means of redress are available. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.
- II. DEFINITIONS**
- A. **Appointing Authority:** The executive or administrative head of a unit of State government who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. **Discriminatory Hostile Work Environment Harassment:** Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law.
- C. **Employee:** Any person who lawfully occupies a permanent or temporary position with the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this document, "employee" shall also include authorized students and interns performing services for an employer under direct supervision irrespective of receipt of wages.
- D. **Employer:** The State or any affiliated political subdivision including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- E. **Equal Employment Opportunity (EEO) Coordinator/Counselor:** The agency employee selected by an appointing authority to advise employees and management concerning proper EEO procedures and to function as a liaison with the State EEO Office.
- F. **Hostile Work Environment Sexual Harassment:** A type of illegal sexual harassment based on gender that is sufficiently severe and pervasive as to alter the conditions of the employee's employment and create a hostile and abusive working environment.
- G. **Independent Contractor:** Any entity or person responsible for the performance of work under a contract.



PROHIBITED WORKPLACE HARASSMENT

POLICY

- H. **Nondiscriminatory Hostile Workplace Harassment:** A form of harassment commonly referred to as "bullying" that involves verbal, non-verbal or physical conduct that is not discriminatory in nature but is so atrocious, intolerable, extreme and outrageous in nature that it exceeds the bounds of decency and creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules, or in some other way unreasonably over burdens or precludes an employee from reasonably performing her or his work.
- I. **Quid Pro Quo Sexual Harassment:** Meaning "this for that" or "something for something," a type of illegal sexual harassment in which the satisfaction of a sexual demand is used as the basis of a tangible employment action.
- J. **Retaliation:** Adverse action pertaining to any aspect of employment (hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment) taken against an individual for participating in a complaint and/or investigation process. For the purpose of this policy, retaliation shall also include actions taken against such an individual by the accused or other employees.
- K. **Sexual Harassment:** A type of illegal harassment which involves any unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
 2. Submission to or rejection of such conduct is used as the basis for personnel actions affecting an employee; or,
 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment.
- L. **State EEO Office:** The State agency authorized by Executive Order to direct all aspects of the statewide EEO program to prevent unlawful employment discrimination and to promote diversity in West Virginia State government.
- M. **Third-party Harassment: Hostile Environment or Quid Pro Quo Harassment in which:**
1. An employee is harassed by a non-employee such as a client or vendor;
 2. An employee harasses a non-employee with whom the agency has a business relationship; or,
 3. An employee believes that a hostile environment exists due to a sexual relationship involving two other employees.
- N. **Volunteer:** Any authorized individual directly engaged in the performance of services for a State employer without promise, expectation, or receipt of compensation.
- O. **Workplace:** A worksite where service or work is performed in connection with an independent contractor's, volunteer's, or employee's public employment or service, including sites of social



PROHIBITED WORKPLACE HARASSMENT

POLICY

functions and conferences. The workplace includes, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.

- P. **Work-/service-related Activity:** Includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participating in receptions when invited as a result of State employment/service.

III. POLICY

- A. Illegal harassment is prohibited by the West Virginia Human Rights Act and Title VII of the Civil Rights Act of 1964 where such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Although some harassment may not violate existing discrimination laws, such behavior can result in a tort claim for intentional infliction of emotional distress. As such, all forms of harassment are prohibited.
1. This policy extends to employees while engaged in any work-/service-related activity which includes the performance of agency business.
 2. Further, this prohibition applies to independent contractors and volunteers while engaged in any work-/service-related activity in a workplace owned, leased, or operated by a public agency or entity.
 3. Any employee found to be in violation of this policy will be subject to disciplinary action up to and including dismissal.
- C. Management is potentially liable for acts of harassment in the workplace whether or not the source or target of harassment is another employee or a non-employee.
1. Liability for such acts can be imputed on the employer, unless the employer demonstrates that immediate and appropriate corrective action was taken upon notice of the improper conduct.
 2. Employees may also be held personally liable for harassment.
 3. Employees who experience third-party harassment shall also have standing to file claims for discrimination or harassment where employment opportunities or benefits are granted or a hostile environment is created because of an individual's submission to the employer's sexual advances or requests for sexual favors.
- D. Illegal harassment prohibited by State and federal anti-discrimination laws which includes words, conduct, or action, usually repeated or persistent, directed at a specific person that annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.



PROHIBITED WORKPLACE HARASSMENT

POLICY

- E. There are two legally recognized types of sexual harassment claims: (1) Quid Pro Quo Sexual Harassment, and (2) Hostile Work Environment Sexual Harassment. Such harassment involves verbal and/or physical conduct which may include, but is not limited to:
1. Sexually explicit or implicit propositions;
 2. Improper questions about an employee's private life;
 3. Sexually discriminatory ridicule, insults, jokes, or drawings;
 4. Undesired, intentional touching such as embracing, patting, or pinching;
 5. Remarks directed against one's sex as a class or group;
 6. Threatened, attempted, or actual sexual assault or rape;
 7. Repeated sexually explicit or implicit comments or obscene and suggestive remarks that are unwelcome or discomfiting to the employee;
 8. Offers of tangible employment benefits in exchange for sexual favors, or threats or reprisals for negative responses to sexual advances; and/or,
 9. Sexual harassment by a supervisor of an employee of the same sex.
- F. Although the scope of The Civil Rights Act of 1964 does not extend to protect employees that are not members of a protected class from unlawful employment discrimination, an employee can still impute liability upon an employer for the infliction of emotional distress if the employer fails to take corrective action when an employee provides notice of nondiscriminatory workplace harassment that has subsequently created a hostile work environment for the employee.
- G. Nondiscriminatory Hostile Workplace Harassment consists of unreasonable or outrageous behavior that deliberately causes extreme physical and/or emotional distress. Such conduct involves the repeated unwelcome mistreatment of one or more employees often involving a combination of intimidation, humiliation, and sabotage of performance which may include, but is not limited to:
1. Unwarranted constant and destructive criticism;
 2. Singling out and isolating, ignoring, ostracizing, etc.;
 3. Persistently demeaning, patronizing, belittling, and ridiculing; and/or,
 4. Threatening, shouting at, and humiliating particularly in front of others.

IV. COMPLAINT AND INVESTIGATION

- A. It is important to note that Nondiscriminatory Hostile Workplace Harassment claims are not within the jurisdiction of the State EEO Office.



PROHIBITED WORKPLACE HARASSMENT

POLICY

1. Employees must address such complaints through their manager/supervisor, the West Virginia Public Employees Grievance Procedure, or litigation.
 2. Complaints regarding illegal harassment shall be handled in accordance with established EEO procedures.
 3. All information shall be held in strictest confidence and shall be disclosed only to appropriate individuals on a need-to-know basis to investigate and resolve the matter.
- B. While an individual alleging illegal harassment has a duty to promptly report the incident or complaint to the agency's EEO Coordinator/Counselor or his or her immediate supervisor, the individual also has the right to file such complaints with the West Virginia Human Rights Commission and/or the United States Equal Employment Opportunity Commission (EEOC).

V. RESPONSIBILITIES

- A. Employees have the responsibility to:
1. Refrain from all forms of harassment.
 2. Promptly report allegations or observations of harassment to the appropriate individuals (i.e., supervisor, manager, EEO Coordinator/Counselor, or human resources).
 3. Fully cooperate in and not interfere with any employer-authorized investigation.
 4. Not retaliate against those who participate in the complaint and/or investigation process.
 5. Participate in required training.
 6. Acknowledge understanding of and compliance with this policy by signing the Prohibited Workplace Harassment Acknowledgment Form (Appendix A).
- B. Appointing authorities have the responsibility to:
1. Monitor the work environment to ensure that it is free of harassment.
 2. Promptly investigate complaints of harassment.
 3. Enforce this policy and take immediate and appropriate action to address violations.
 4. Ensure that complainants, falsely accused individuals, and/or persons interviewed regarding complaints suffer no adverse impact in their employment or retaliation.
 5. Ensure that confidentiality is maintained by keeping all information regarding a complaint of harassment in a separate, confidential file with access restricted to appropriate individuals on a need-to-know basis.



PROHIBITED WORKPLACE HARASSMENT

POLICY

6. Ensure that all employees receive appropriate training and that supervisory personnel complete Division of Personnel training on the Prohibited Workplace Harassment policy.
7. Ensure that all required reports are provided to the State EEO Office.
8. Post the Prohibited Workplace Harassment Poster (Appendix B) at conspicuous locations throughout the agency.
9. Communicate this policy to all employees through inclusion in the orientation process of all new employees, and by making it readily available at all work locations.
10. Maintain the signed Prohibited Workplace Harassment Acknowledgment Form (Appendix A) in each employee's agency personnel file.

VI. REFERENCES

A. Federal

1. U.S. Const., amend. XIV.
2. Executive Order 11246 of 1965, as amended.
3. 8 USC 1324 et seq., (Immigration Reform and Control Act of 1986).
4. 29 USC 206(d) et seq., (Equal Pay Act of 1963, as amended).
5. 29 USC 621, et seq., (Age Discrimination in Employment Act of 1967, as amended).
6. 29 USC 701 et seq., (Rehabilitation Act of 1973).
7. 29 USC 791 et seq., (Rehabilitation Act of 1992).
8. 29 USC 2601 et seq., (Family and Medical Leave Act of 1993).
9. 38 USC 4301 et seq., (Uniform Services Employment and Re-employment Rights Act of 1994).
10. 42 USC 1981 et seq., (Civil Rights Act of 1991).
11. 42 USC 12101 et seq., (Americans with Disabilities Act of 1990).
12. 42 USCA 12101 et seq., (Americans with Disabilities Act Amendments Act of 2008).
13. 42 USC 2000e(k) (Pregnancy Discrimination Act of 1978).
14. 42 USC 2000d-2000d-7, (Civil Rights Remedies Equalization Act of 1986).
15. 42 USC 2000e et seq., (Title VII of the U.S. Civil Rights Act of 1964, as amended).
16. 42 USC 2000ff et seq., (Genetic Information Nondiscrimination Act of 2008).
17. 29 CFR 1600-1699 (EEOC Uniform Guidelines).

B. State

1. West Virginia Code § 5-11-1 et seq., West Virginia Human Rights Act.
2. West Virginia Code § 5-15-1 et seq., White Cane Law.
3. West Virginia Code § 21-3-19, Discrimination for use of tobacco products prohibited.
4. West Virginia Code § 21-5-17, Employers prohibited from discharging employees for time lost as volunteer firemen or emergency medical service attendant.
5. West Virginia Code § 21-5-18, Employers prohibited from discharging employees for time lost as emergency medical service personnel.
6. West Virginia Code § 21-5E-1 et seq., Equal Pay for Equal Work for State Employees.



PROHIBITED WORKPLACE HARASSMENT

POLICY

7. West Virginia Code § 23-5A-3, Termination of Injured Employee Prohibited; re-employment of injured employees.
8. West Virginia Code § 52-3-1, Discrimination for Jury Service.
9. Executive Order No. 3-94 (April 30, 1994).

VII. EFFECTIVE DATE: May 1, 1993 (this effective date pertains to the original DOP-P6 Policy, Sexual Harassment Prohibited).

VIII. REVISIONS

A. Previous Revisions

1. Pertaining to the original DOP-P6 Policy, Sexual Harassment Prohibited: July 15, 1994, October 20, 1994, and January 1, 2004.
2. Pertaining to the Interpretive Bulletin: January 1, 2005 and December 1, 2006.

B. Latest Revision: December 1, 2011.

IX. POLICY NUMBER: DOP-P6.

Approved and Issued By:

Sara P. Walker, Director of Personnel

Date Signed: November 29, 2011.



PROHIBITED WORKPLACE HARASSMENT

PROHIBITED WORKPLACE HARASSMENT

Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, genetics, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment (bullying), is prohibited in the workplace.

If you feel you are a victim of illegal harassment, you have a duty to promptly report the incident to your agency's Equal Employment Opportunity (EEO) Coordinator/Counselor or your supervisor. In addition, you have the right to file a complaint/grievance with the:

- West Virginia Equal Employment Opportunity Office: 304-558-0400
- West Virginia Public Employees Grievance Board: 304-558-3361
- West Virginia Human Rights Commission: 304-558-2616
- United States Equal Employment Opportunity Commission: 800-669-4000; 800-669-6820(TTY)

If you feel you are a victim of nondiscriminatory hostile workplace harassment, you should immediately notify your manager or human resources office. You may also file a grievance with the West Virginia Public Employees Grievance Board.

If you believe you have witnessed harassment of another, please report the incident(s) to your agency EEO Coordinator/Counselor, supervisor, or human resources office.

If you have questions about the West Virginia Division of Personnel's statewide Prohibited Workplace Harassment policy, you may contact the Employee Relations Section at 304-558-3950 ext 57209.

WRITTEN POLICY AVAILABLE FROM

West Virginia Division of Personnel
State Capitol Complex, Building 6, Room 416
304-558-3950 ext. 57209

OR ON THE WEB AT: www.personnel.wv.gov

Pricing Page/Exhibit A

Technical Staffing Service Title	Quantity/Estimated Hours	Unit of Measure	Unit Price/Hourly Rate
IT Project Coordinator/Business Analyst	2000	\$58 per Hour	\$58 x 2000 hours = \$116,000
IT Project Manager	2000	\$76 per Hour	\$76 x 2000 hours = \$152,000
Senior IT Project Manager	2000	\$103 per Hour	\$103 X 2000 hours = \$206,000
Microsoft Office Specialist Trainer	2000	\$40 per Hour	\$40 x 2000 hours = \$80,000
Cyber Security Auditor	2000	\$93 per Hour	\$93 x 2000 hours = \$186,000
Firewall Administrator	2000	\$118 per Hour	\$118 x 2000 hours = \$236,000
Network Engineer	2000	\$105 per Hour	\$105 x 2000 hours = \$210,000
VoIP Engineer	2000	\$85 per Hour	\$85 x 2000 hour = \$170,000
Windows Server System Administrator	2000	\$70 per Hour	\$70 x 2000 hours = \$140,000
RedHat Linux Server System Administrator	2000	\$71 per Hour	\$71 x 2000 hours = \$142,000

*** All quantities/estimated hours are estimates and do not obligate the State of West Virginia or WVOT to this amount. Per 5.2 of the Specifications, vendors should clearly note "no bid" or "N/A" on their bid for any items for which they will not be bidding.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Verizon Business Network Services Inc. on behalf of
Vendor's Name: **MCI Communications Services, Inc. d/b/a Verizon Business Services**

Authorized Signature: *Patricia A. Meyer* Date: 11/28/16

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 28th day of November, 2016.

My Commission expires May 31, 2020.



NOTARY PUBLIC *Angela A. Cooper*
Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Verizon Business Network Service on behalf of Verizon Communications Inc d/b/a Verizon Business Services
 Date: 11/28/16

Signed: Patricia D. Myers
 Title: Manager Contract Management

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUS OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB Destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:

State of West Virginia

Spending Unit: Dept. of Administration, Office of Technology

Signed: _____

Title: _____

Date: _____

Verizon Business Network Services Inc. on behalf of
MCI Communications Services, Inc. d/b/a Verizon Business Services

Company Name: _____

Signed: Patsie D. Myer

Title: Manager Contract Management

Date: 11/28/16

VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services, Inc. on behalf of:
MCI Communications Services, Inc. d/b/a
Verizon Business Services
One Verizon Way
Basking Ridge, NJ 07920

By: Patricia L Myers
Name: Patricia L Myers
Title: Manager Contract Management
Date: 11/28/16

State of West Virginia
Dept. of Administration, Office of Technology
Address:

By: _____
Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

Customer Consent to Use of CPNI (Not Applicable to Arizona Customers). In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com. This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Celco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

2. **Term and Survival.** The "Initial Term" begins on the Effective Date and ends upon the completion of twelve (12) months, at which time the Agreement may be mutually extended ("Extended Term") for three (3) additional twelve (12) month

periods. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).

5. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than Zero Dollars (\$0.00) in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1) and other charges expressly excluded by this Agreement.

6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to 0% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 0% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus (ii) a pro rata portion of any and all credits received by Customer.

7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

8. **Termination; Disconnection Notice.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

9. **Confidential Information.** Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other party's Confidential Information as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the other party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Verizon may share Confidential Information for the purposes described in the paragraph entitled "Customer Consent to Use of CPNI" above. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to seek specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, been given or required access to Customer Confidential Information or Customer sensitive personal data, solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information or Customer sensitive personal data, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

10. **Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**

10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's

telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

11. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Disclaimer of Certain Damages/Limitation of Liability.

12.1 **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other party for consequential damages resulting from a breach of its confidentiality obligations under Section 9 (Confidential Information) of this Agreement.

12.2 **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.

12.3 **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory

duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

13. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

14. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

15. **Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

16. **Notice.** Except as otherwise set forth in any other clause of this Agreement, any notice required to be given under this Agreement will be in writing, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, to Customer at the address set out in page 1 of the Agreement, and to Verizon at the addresses below. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by written notice to the other party in compliance with this clause.

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service

Verizon Business Services
500 Summit Lake Drive - Office 4-04
Valhalla, NY 10595
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

18. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.

**VERIZON
PROFESSIONAL SERVICES ATTACHMENT**

PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES:

1. Scope of Services.

- 1.1 **Service Provider.** The products and services under this services attachment ("Service Attachment") and related Statements of Work ("SOW") and service order forms ("SOF") are provided by the entities indicated in the applicable SOF (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted. References to Verizon in this Agreement include all Verizon agents and contractors providing services hereunder.
- 1.2 **Professional Services.** Verizon will provide the technical and consultative services, as well as deliver any reports or other deliverables (collectively, "Deliverables"), specified in the applicable SOW and related SOF and agreed to under this Service Attachment. Such services and Deliverables are collectively referred to in this Service Attachment as the "Professional Services". The Professional Services under a particular SOW are referred to as a "Project".
- 1.3 **SOW and Terms and Conditions.** The SOW, as supplemented by this Service Attachment, and the master services agreement (which may be a Verizon Service Agreement, an International Master Services Agreement, Worldwide Services Agreement, Security Services Agreement, Asia Pacific Services Agreement, or other form of Verizon master services agreement) ("Master Terms") of which it is a part, sets forth the terms and conditions for each Project (collectively, the "Agreement"). To the extent there is any conflict between a SOW, the Service Attachment and the Master Terms, the order of precedence is: (a) Service Attachment, (b) Master Terms and (c) SOW. All SOWs must be in writing, be accompanied by an SOF signed by an authorized representative of each party, and refer to the Agreement by number or by title and date.
- 1.4 **Conditions.** A SOW may identify assumptions, expectations and dependencies on which the SOW is based ("Conditions"). Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that the failure of a Condition to be met has adversely impacted Verizon's likely costs, required effort, timelines or other any aspect of the performance of the Professional Services and delivery of the Deliverables, and Verizon proposes a SOW amendment to cure it, the parties will work diligently to reach agreement on a SOW amendment to cure the impact on Verizon, and, without limiting any other Verizon right or remedy under this Agreement or at law, Verizon may suspend work on the Project until the parties have reached that agreement. The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not.
- 1.5 **Amendments to SOW.**
 - 1.5.1 Either party may propose an amendment to a SOW by submitting a written request for a change to the other party's project manager. All written submissions proposing an amendment may be by email.
 - 1.5.2 Verizon will document the request for change via a formal project change request, which will set forth the terms and conditions for the changes requested.
 - 1.5.3 If Customer agrees in writing to the project change request and authorised representatives of both the Customer and Verizon execute the formal change request, then the SOW is thereby deemed amended by the change request and both parties will perform their obligations under the SOW as amended.
- 1.6 **Performance.** Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). While working on a Customer site, Verizon will abide by Customer's stated security rules for the site provided those rules are provided to Verizon in advance of any site visits. Except as stated otherwise in a SOW, each Deliverable and the Professional Services altogether are deemed accepted and complete upon the earlier of either: (a) use by Customer, or

(b) 5 days after delivery/performance unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that the Deliverable or Professional Services altogether (as applicable) fails to meet the acceptance criteria in SOW (if any) or the requirements of the Agreement.

2. **Customer Obligations.**

- 2.1 **Assistance.** Customer agrees to provide working space and facilities and any other assistance and support that Verizon may reasonably request in order to perform the Professional Services. Without limiting the foregoing, Customer will (a) make any systems to be tested as part of the Professional Services available through the duration of the testing period; (b) ensure that any systems to be tested will have normal operating throughput; (c) make any systems to be tested available from the Internet, or provide alternative means of connectivity to the Verizon testing location; (d) provide all systems, policy, process and other documentation reasonably requested; (e) make available all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) to Verizon during the period of performance; (f) provide Verizon with a list of appropriate contact personnel including after-hours emergency contact numbers, if requested; and (f) participate in meetings requested by Verizon as may be reasonably required to perform the Professional Services. Customer shall comply with all other obligations set forth in the Agreement. Without limiting any other Verizon right or remedy under this Agreement or at law, Verizon is excused from any failure or delay resulting from Customer's failure to fulfill its obligations under the Agreement in a timely manner.
- 2.2 **Authority to Permit Professional Services.** Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Professional Services provided in the manner as agreed upon in the SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Professional Services in the manner as agreed in the SOW; and (c) it will use the Professional Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of the foregoing representation and warranty.
3. **Term.** An SOW will automatically expire upon completion of the Project or upon reaching the end of the contract term as indicated in the SOF, whichever comes first. Either party may terminate a SOW (even before it is completed) according to the same terms under which the Agreement could be terminated, except to the extent the SOW states otherwise. Upon termination of a SOW or the Agreement for any reason, each party will promptly return to the other all copies of any data, records, or materials of whatever nature or kind, owned by the other party (or its subcontractors, consultants, or suppliers). Verizon also will furnish to Customer any Customer-owned work in progress for which payment has been received. Verizon may terminate a SOW if the parties have not agreed on a proposed SOW amendment to cure the impact on Verizon from an unmet Condition within 45 days of Verizon providing the applicable project change request to Customer. Without limiting any other Verizon right or remedy under this Agreement or at law, if a SOW is terminated by Customer for any reason other than Cause or by Verizon for Cause or pursuant to this Section 3, Customer agrees to pay Verizon: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) an amount equal to seventy five per cent (75%) of any remaining fixed charges under the SOW. Customer acknowledges any payment to be made pursuant to the preceding sentence is a genuine pre-estimate of the loss suffered by Verizon as a result of the early termination of the SOW and not a penalty and will become due and payable by Customer immediately upon receipt of an invoice.
4. **Rates and Charges.** Verizon will submit invoices to Customer for amounts due under the SOW as shown in a SOF. Payment terms may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance and other charges, as provided in the SOW.
- 4.1 **Purchase Orders.** If Customer indicates on the SOF that a purchase order is required, Customer must issue such purchase order to Verizon on or before the Customer signature date shown on the SOW. However, if the SOF is properly executed, but no purchase order is issued as provided above, Verizon is authorized to proceed with invoicing of any amounts due under the relevant SOF, and Customer shall pay the same, without the need for, or reference to, the purchase order. In any case, the terms and conditions of the Agreement will solely govern the Professional Services and the terms and conditions of Customer's purchase order or similar document have no force or effect except for provisions evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Verizon. Customer must address its purchase order to the Verizon Legal Entity named above.

- 4.2 **Invoicing and Payment.** Verizon will invoice Customer in accordance with the SOF and Customer will pay all invoiced amounts in accordance with the Agreement.
- 4.3 **Expenses.** Subject to compliance with Customer's normal and customary policies regarding substantiation and verification of business expenses, Verizon is authorized to incur customary and reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Customer will reimburse Verizon for those expenses.
5. **Confidentiality.** Verizon may disclose Confidential Information to subcontractors and consultants for the purpose of performing the Professional Services.
6. **Customer's Use of Deliverables.**
- 6.1 **License to use Deliverables.** Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the term of any related Verizon service, including the right to make a reasonable number of copies of such Deliverables, if applicable, except as otherwise agreed to in a SOW.
- 6.2 **Ownership and Confidentiality of Deliverables.** As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and both the Deliverable and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon, except for (a) any Customer-owned information or materials that pre-existed the signing of the applicable SOF, and (b) as otherwise agreed to in a SOW.
- 6.3 **Verizon Reservation of Rights.** Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property or proprietary information created or delivered by Verizon, whether in connection with its performance of this Agreement or otherwise.
7. **Warranties and Disclaimers.**
- 7.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the parties in a SOW.
- 7.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon.
- 7.3 **Verizon's Disclaimer of Warranties.** Without limiting anything else in this Service Attachment, the disclaimer of warranties in the Master Terms applies to this Service Attachment. Any Verizon warranty applies to Customer only.
8. **DELETED.**
9. **Limitation of Liability.**
- 9.1 **Third Party Products and Services.** Verizon may direct Customer to third parties having products or services which may be of interest to Customer for use in conjunction with the Professional Services. Notwithstanding any Verizon recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services, and for any contracts Customer enters into with third parties. Verizon has no liability with respect to claims related to or arising from use of third-party products and services. This provision does not apply to the work of subcontractors or other agents that is done on Verizon's behalf.

- 9.2 **Disclaimer of Liability.** Without limiting the liability disclaimers in the Master Terms, Verizon is not liable for any loss of or damage to Customer data. Customer is responsible for backing up all data.
- 9.3 **Extent of Verizon's Liability.** Without limiting the liability disclaimers in the preceding subsection and the Master Terms, the total liability of Verizon to Customer may not exceed the lesser of (a) direct damages proven by the moving Party or (b) the aggregate amounts due from Customer to Verizon under the Agreement for the 6 month period prior to accrual of the claim for the portion of the Professional Service which forms the basis for such claim, except that this limitation does not apply to actual, direct damages to real property or tangible personal property or for personal injury or death, resulting from Verizon's negligence or willful misconduct. Under no circumstances will either party be liable for damages that could have been avoided by the other party's exercise of reasonable diligence. No cause of action, howsoever arising, which accrued more than 1 year prior to the institution of a legal proceeding alleging such cause of action, may be asserted by either party against the other, to the extent permitted by law.
10. **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment ("Diagnostic Facilities") to Customer's communications network and equipment ("Customer Network") for purposes of performing the Professional Services. Verizon has no liability or obligation for: (a) the installation, operation or maintenance of the Customer Network; (b) the availability, capacity and/or condition of the Customer Network; or (c) any adverse impact of the Professional Services on the Customer Network. The Diagnostic Facilities will remain the property of Verizon and Customer will not have any right or interest in them. Customer may not move, alter, or attach anything to the Diagnostic Facilities without Verizon's prior written consent. Customer is responsible for any damage to or loss of the Diagnostic Facilities, unless caused solely by Verizon's negligence or willful misconduct.
11. **Independent Contractors.** The parties are independent contractors to one another, and nothing in the Agreement and no action taken pursuant to the Agreement creates an agency, partnership, association, joint venture, or other co-operative entity relationship between them. Nothing in this Agreement creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon.
12. **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed between the hours of 9:00 a.m. and 6:00 pm (local time where Professional Services are performed) Monday through Friday excluding public and generally observed holidays where the Professional Services are performed.
13. **Geographic Limitations.** Unless expressly stated to the contrary in the SOW, Professional Services are offered to Customer only within those jurisdiction(s) where the Verizon entities identified in the SOW as performing the Professional Services are incorporated and are legally entitled to perform the Professional Services. Unless expressly stated to the contrary in the SOW, if the foregoing conditions are not met in relation to the SOW, Verizon may terminate the SOW by notice in writing to Customer and the SOW has no further effect.
14. **Compliance with Laws.** The Professional Services are provided subject to all applicable laws and regulations. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (i) local license or permit requirements; and (ii) applicable export/re-export, sanctions, import and customs laws and regulations. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Professional Services will be granted.
15. **Non-Solicitation of Employees.** Except with the prior written consent of the other party, both parties agree that, during the term of a Project and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance of the Project at any time during the term of the Project, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.
16. **Professional Services relating to Security.**
- 16.1 **Customer Acknowledgement.** Customer accepts and agrees that Professional Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution, and Customer is always responsible for exercising care reasonable under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard. Customer acknowledges, in particular, that (a) it is impossible to detect, disclose

and/or resolve every vulnerability or security hazard, (b) that unauthorized access may occur and (c) that impenetrable security can not be attained.

16.2 Risks Associated with Assessment Services. Professional Services relating to security may include penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities ("Assessment Services") targeting certain IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals ("Service Target"). Assessment Services may also include testing the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a third party, whether an outside service provider to Customer or another type of Customer business partner ("Customer OSP"), and/or testing and auditing the security awareness of Customer's and Customer OSP's employees and personnel. Such activities also include deceptive testing activities to gain "unauthorized access" to Customer's network systems or confidential security related information ("CS Information"). Such "unauthorized access" is used to describe Verizon's attempts to gain access to Customer's network and information through testing activities that are not authorized by Customer's network security policies so as to exploit Customer's network and CS Information security vulnerabilities. Reference to "unauthorized access" does not mean that Customer has prohibited authorization of the testing activities themselves. Customer acknowledges that certain risks are inherent in Assessment Services and, without limiting the foregoing, that Assessment Services may, in some circumstances, result in adverse consequences including, without limitation, performance degradation, loss of, disruption to or unavailability of, the Service Target or loss of connection, data or utilities. Customer agrees to assume all risk for any adverse consequences resulting from or associated with: (a) the Assessment Services; and (b) the timeframe within which it elects or authorizes Verizon to perform the Assessment Services. Verizon shall take reasonable steps to mitigate risks from Assessment Services; however, Customer understands that such risks cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). The foregoing indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are or are found to be (a) knowingly outside the scope of the Assessment Services agreed upon, or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

**PROFESSIONAL SERVICES
STATEMENT OF WORK NO. _____
TO VERIZON PROFESSIONAL SERVICES ATTACHMENT
(SAMPLE FORM)**

This SOW amends and is a part of the Verizon Professional Services Attachment and related master services agreement (collectively, the "Agreement"), by and between MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Signatory") and the State of West Virginia ("Customer Signatory").

1. **Description of Project.** This SOW defines the professional services and deliverables that Verizon will provide to Customer under the terms of the Agreement ("Project") and forms the basis for the pricing in the Professional Services Service Order Form ("SOF") – in Rates and Charges Section. Verizon will perform the Project at the locations identified in the SOF. This SOW, SOF, and Agreement constitute the entire agreement between the parties with respect to the Project and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both parties. The Project is limited to the services, deliverables, documentation and conditions stated herein and in the Agreement.

1.1 Description of Services

[DRAFTER'S NOTE: Insert a general description of services to be provided by Verizon or its designee.]

1.2 Scope of Work.

[DRAFTER'S NOTE: Insert a more detailed factual description of the work Verizon is promising to perform, including any phases, milestones, delivery dates, essential elements, hours for performance (if different to normal business hours), delivery dates, staffing and tools to be employed.]

2. **Deliverables and Documentation to be produced by Verizon (if any)**

[DRAFTER'S NOTE: In this context, "Deliverables" means components of the final work product turned over to the Customer. "Documentation" means written supporting materials such as specifications, instructions, or other descriptions relating to the Deliverables. If this section is not relevant to the particular Project or Deliverables being provided to Customer, replace this text with "Not Applicable".]

3. **Documentation to be produced by Customer and Customer Obligations (if any).**

[DRAFTER'S NOTE: Insert specific assistance, documentation, and other information Customer promises to give Verizon. For example if Customer equipment is going to be utilized, Verizon may need "documentation" or instructions related to such equipment. If this subject matter has already been addressed in Section 2, "Customer Obligations", of the PS Services Attachment, replace this text with "Not Applicable".]

4. **Assumptions (if any).**

[DRAFTER'S NOTE: Identify key expectations on which the SOW is based, as noted in Section 1.4, "Assumptions," of the PS Service Attachment (e.g., assumptions and dependencies which, if not met or present, could affect the Project, timelines for delivery, price and the like). If there are none, replace this text with "Not Applicable".]

5. **Acceptance Criteria for the Project or Deliverable(s) (if any).**

[DRAFTER'S NOTE: The Professional Services SA (Performance section), CRSA (CPE Deployment Service Provisions section), and VDE (CPE Deployment Provision Section) contain an acceptance test procedure. If additional criteria are applicable, describe the criteria under which the Customer will be deemed to have accepted the services. If not applicable, eliminate this section from the SOW.]

Attachment 1 – Service Order Form

Service Order Details - Professional Services

Verizon Business Network Services Inc. on behalf of (Verizon Signatory): MCI Communications Services, Inc.	State of West Virginia
Registered Office Address:	Registered Office Address:
Verizon Signature:	Customer Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services:

Order Information:

Verizon Legal Entity Address	
Contract ID	Contract ID
SOF#	Quote ID #
SOW#	SOW #
Service Order Effective Date	or Upon Full Execution of SOF
Term	XX months

Service Details:

Customer Information

Service Delivered to:

Site 1 – Headquarters		
Registered Company Name		XXXXXXXXXX
VAT/GST/Consumption Tax Number (as applicable)		XXXXXXXXXX
CIN/Registration Number (as applicable)		XXXXXXXXXX
Site Address		XXXXXXXXXX
Town/City		XXXXXXXXXX
Province/County/State (as applicable)		XXXXXXXXXX
Postal Code		XXXXXXXXXX
Country		XXXXXXXXXX
Contact Name: XXXXXXXXXXXX		Email: XXXXXXXXXXXX
Contact Phone: XXXXXXXXXXXX		Fax No: XXXXXXXXXXXX
Onsite	X	Remote X
Site 2		Name
Site Address		Address, City, State, Post Code, Country
Onsite	X	Remote X
Site 3		Name
Site Address		Address, City, State, Post Code, Country

Onsite	X	Remote	X
Site 4		Name	
Site Address		Address, City, State, Post Code, Country	
Onsite	X	Remote	X
Contact Managing Principal if additional sites are needed			

Service Billed to:

Registered Company Name	XXXXXXXXXX		
VAT/GST/Consumption Tax Number (as applicable)	XXXXXXXXXX		
Tax exempt: (if yes, valid exemption certificate must be provided for invoiced entity)	Yes	No	
CIN/Registration Number (as applicable)	XXXXXXXXXX		
Bill To Address	XXXXXXXXXX		
Town/City	XXXXXXXXXX		
Province/County/State (as applicable)	XXXXXXXXXX		
Postal Code	XXXXXXXXXX		
Country	XXXXXXXXXX		
Billing Language:	XXXXXXXXXX		
Billing Currency:	XXXXXXXXXX		
Ban No: XXXXXXXXXXXX(as applicable)	Existing: Yes/No	XXX	
Billing Contact Name: XXXXXXXXXXXX	Email: XXXXXXXXXXXX		
Telephone No: XXXXXXXXXXXX	Fax No: XXXXXXXXXXXX		

Contract Information:

Standalone Professional Services Agreement. Note: Include Terms and Conditions or reference link to Guide	Yes	No	Contract ID	Contract ID
Master Agreement name / type				MSA/VSA/GSA/WWSA
Master Agreement – contract ID no				Contract ID
Professional Services Service Attachment to Master Agreement – Document ID.:				Document ID

Purchase Order Details:

Please indicate whether or not Customer requires issuing a purchase order or providing a purchase order number ("PO") to facilitate payment under this Service Order by checking/ticking the relevant box below. Unless indicated otherwise below, Customer will be deemed not to require a PO.			
X	NO: PO is not required	X	YES: PO is required / PO No: Enter PO Number

Currency:

Currency	
All charges and amounts in this attachment are expressed in the following currency:	Currency – Drop Down

Rates and Charges:

Pricing or promotional benefits in this Service Order Form ("SOF") may not be available unless it is signed and delivered to Verizon prior to [insert date].

Part A: Professional Services on Time and Materials Basis			
Time and Materials – Type			
Please indicate by checking the relevant box below if the professional services will be provided on a capped or uncapped basis. Unless indicated otherwise below, the professional services will be provided on an uncapped basis.			
X	Uncapped time and materials (Estimate)	X	Capped time and material
X	Pool/Bucket	Pool/Bucket SOF ID	Pool/Bucket SOF ID no.

Resource	Description	Hourly rate	Number of Hours (estimate)	Charges
Role – Drop Down	Invoice Literal – Drop Down for applicable Practice	\$XXX	XXX	\$XX,XXX XX
Role – Drop Down	Invoice Literal – Drop Down for applicable Practice	\$XXX	XXX	\$XX,XXX XX
Role – Drop Down	Invoice Literal – Drop Down for applicable Practice	\$XXX	XXX	\$XX,XXX XX
Totals				\$XX,XXX XX

Invoicing schedule	
Professional services provided on a time and materials basis:	monthly in arrears of performance / consumption

Part B: Professional Services Fixed
The professional services will be invoiced in a lump sum/milestone or periodic billing arrangement. This is indicated by line item for each site. Milestones can be an achievement of Deliverables or dates and are invoiced upon such achievement, as indicated below. Lump sum payments are invoiced upon the Service Order Effective Date or upon completion of the Project, as indicated below.

Customer Location	Description	Invoicing Schedule	Labor Type	Milestone or Period Charge
Site Name - Drop Down Name from Delivered to Section	Invoice Literal – Drop Down for applicable Practice or Milestone	-Drop Down Selections 1. 'Lump Sum Upon Service Order Effective Date' 2. 'Lump Sum Upon Completion' 3. 'Milestone' + «text to describe deliverable» 4. 'Milestone' + «text or calendar to enter future month/year» 5. 'Periodic Annual' 6. 'Periodic Semi-Annual' 7. 'Periodic Quarterly' 8. 'Periodic Monthly'	Drop Down Onsite or Remote	\$XX,XXX XX

Site Name - Drop Down Name from Delivered to Section	Invoice Literal – Drop Down for applicable Practice or Milestone	-Drop Down Selections 1. 'Lump Sum Upon Service Order Effective Date' 2. 'Lump Sum Upon Completion' 3. 'Milestone' + «text to describe deliverable» 4. 'Milestone' + «text or calendar to enter future month/year» 5. 'Periodic Annual' 6. 'Periodic Semi-Annual' 7. 'Periodic Quarterly' 8. 'Periodic Monthly'	Drop Down Onsite or Remote	\$XX,XXX XX
Totals				\$XX,XXX.XX
Invoicing schedule – Periodic				
Professional services provided on a recurrent basis:		Drop Down Selection 1. Payment in advance of period. 2. Payment in arrears of period.		

Part C: Professional Services Travel and Expenses					
If a fixed amount is shown below, Verizon may invoice this amount to Customer, and Customer will pay, for travel and expenses without further travel and expense detail. Travel and expenses in excess of this amount may be reimbursed upon Customer's prior written authorization.					
Fixed	\$XX,XXX.XX	Actual	Y/N	Actual Capped	\$XX,XXX XX
Invoicing schedule					
Travel and Expenses – actuals/actuals capped			monthly in arrears of incurrence		
Travel and Expenses – lump sum:			in full upon the Service Order Effective Date –OR– upon completion of the Project (drop down)		

Part D: Payment Terms	
.Payment Terms:	Payment terms as indicated in the Master Agreement / PSA unless otherwise indicated here.

Corporate Policy Statement

Policy No.: CPS-103
Issued: December 6, 2010
Subject: Authority to Approve Transactions



APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management (VZ ID [redacted]);
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]); and
Jacquelyn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted])

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2016 and ending on June 30, 2017 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- o The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- o The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/1/16
Signature Date

Anthony Recine [redacted]
Name VZ ID

SVP & CMO [redacted]

[redacted]
Responsibility Code or Cost Center Code

Jacquelyn A Whiting 6/7/16
Delegate's Signature - Jacquelyn A Whiting

Patricia L Myers 6/6/16
Delegate's Signature - Patricia L Myers

Marsha K Harrell 6/2/16
Delegate's Signature - Marsha K Harrell

ATTACHMENT A

3. Qualifications/References:

3.1. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1 , above; the documentation should name the entity to whom the individual was supplied and provide contact information for that entity.

Verizon Response:

1) At **Dallas Fort Worth airport** we have provided professionals in categories 5 and 6:

Cecil Pineda CISSP CISM CIPP

Assistant Vice President, Technology Security Information Technology Services

Dallas Fort Worth International Airport

P.O. Box 619428, DFW Airport, Texas 75261-9428

T (972) 973 5765, C (817) 715 4276

www.dfwairport.com <<http://www.dfwairport.com/>>

<cpineda@dfwairport.com>

2) At **City of Yonkers** we have provided professionals in categories 7 and 8:

Lynn Brooker

City of Yonkers, Dept. of Info. Tech.

914-377-6601

lynn.brooker@yonkersny.gov

3) At **California Correctional Healthcare Services** we have provided professionals in categories 1 and 2:

Dept. of Technology Services/CCHCS

8260 Longleaf Drive, Elk Grove, CA, 95758

Victor Krause, Victor.Krause@CDCR.CA.Gov

916-691-2468

4. Mandatory Requirements:

4.1.1. IT Project Coordinator/Business Analyst

We have provided the following types of role under this classification:

Application Development Application Business Analyst Business Consultant

Minimum/General Experience: Higher level of overall experience collecting business requirements, planning, road-mapping, impact analysis and delivering more detailed recommendations than a Jr. Consultant. Typically, a degree or 5 years of minimum experience is required.

Functional Responsibility: Consultants/Sr. Consultants deliver similar services as Jr. Consultants but this level has a greater and progressively complex level of engagements such as with more detailed design and architecture, requirements analysis, detailed design and other project activities. Consultants use more stringent methodologies depending on the projects requirements, ITIL, SDLC, etc.

Application Development Application Organizational Change Management Exec. Consultant

Minimum/General Experience: Multiple years of overall executive level experience managing and analyzing the performance of ongoing programs and projects including P&L, schedule, performance parameters and customer level executive management. They typically have more than five years practical experience with higher end Executive consultants working on more complex activities having a graduate degree or technical qualification and typically 10 years of respective experience.

Functional Responsibility: Larger leadership role in the management of client relationships including leading and managing the overall project/service teams. Executive Consultants overarching responsibilities surround representing and supporting project efforts, meetings, drafting and review of documents and correspondence. Responsible for identifying issues and forming hypotheses while formulating and recommending solutions. Ensuring the client receives the assistance needed to implement the recommendations/solutions. Manages projects, programs, and carries out necessary research and data collection. They also provide or oversee other related services in performance of projects with customers and contractors from an executive perspective.

Communications Contact Center ServicesProject Manager

Minimum/General Experience: Multiple years of overall Project Management experience overseeing and coordinating all aspects of this technology project implementation. This includes varying degrees of knowledge with the systems, their configuration and analysis and design techniques for the respective project. Typically, a degree or 5 years of minimum experience is required.

Functional Responsibility: The Project Manager serves as the main facilitator of activity and is the primary liaison between the Customer and Verizon. The project manager overseeing this initiatives is responsible for incorporating best practices into the lifecycle of the project; oversees upgrades to network components, manages the efforts to identify risks, and insures proper communication is

occurring with this service program team to included but not limited to technical program team, financial service team, and any third party vendor to meet service project requirements. Standardized project management methodologies incorporating security best practices and templates utilized by the Verizon Service Delivery Project Management such as Information Technology Infrastructure Library and Service Development Lifecycle standards.

4.1.2. IT Project Manager

We have provided the following types of role under this classification:

Network, Mobility, ITS, Security

Project Manager

Minimum/General Experience: Multiple years of overall Project Management experience overseeing and coordinating all aspects of this technology project implementation. This includes varying degrees of knowledge with the systems, their configuration and analysis and design techniques for the respective project. Typically, a degree or 5 years of minimum experience is required.

Functional Responsibility: The Project Manager serves as the main facilitator of activity and is the primary liaison between the Customer and Verizon. The project manager overseeing this initiatives is responsible for incorporating best practices into the lifecycle of the project; oversees upgrades to network components, manages the efforts to identify risks, and insures proper communication is occurring with this service program team to included but not limited to technical program team, financial service team, and any third party vendor to meet service project requirements. Standardized project management methodologies incorporating security best practices and templates utilized by the Verizon Service Delivery Project Management such as information Technoigy infrastructure Library and Service Development Lifecycle standards.

4.1.3. Senior IT Project Manager

We have provided the following types of role under this classification:

Network, Mobility, ITS, Security Principal

Minimum/General Experience: Multiple years of overall experience managing and controlling day to day operational activities. This includes acting as the main technical contact person between the customer and other consultants for the duration of the project as well as potentially leading several consultant teams. Principal consultants typically have more than five years practical experience with higher end Principal consultants working on more complex activities having a graduate degree or technical qualification and typically 10 years of respective experience.

Functional Responsibility: Responsible for setting priorities, assigning work to and following-up on duties carried out by the various work groups. They also provide oversight and guide consultant teams during projects as part of their daily activities. They often spend more than half of their work time performing

duties similar to the work group members/leaders and are liaisons to management. Principal Consultants are typically considered subject matter experts in their field.

4.1.4. Microsoft Office Specialist Trainer

We have provided the following types of role under this classification:

Network, Mobility, ITS, Security Trainer

Minimum/General Experience: This position requires a minimum of five (5) years' experience, two (2) years of which must be specialized. Specialized experience includes experience in developing and providing end-user training on voice/data telecommunications services and/or hardware and system operation.

Functional Responsibility: Using course material provides training to customers as specified in the task order. Develops and provide end-user training on voice/data telecommunications services and/or hardware and system operation. Prepares student materials, including handouts, completion certificates, and course critique forms. Conducts formal classroom courses, workshops, and seminars, as needed.

4.1.5. Cyber Security Auditor

We have provided roles similar to the following:

Security Governance Sr. Consultant

Minimum/General Experience: Higher level of overall experience collecting business requirements, planning, road-mapping, impact analysis and delivering more detailed recommendations than a Jr. Consultant. Typically, a degree or 5 years of minimum experience is required.

Functional Responsibility: Consultants/Sr. Consultants deliver similar services as Jr. Consultants but this level has a greater and progressively complex level of engagements such as with more detailed design and architecture, requirements analysis, detailed design and other project activities. Consultants use more stringent methodologies depending on the projects requirements, ITIL, SDLC, etc.

Security Governance Principal

Minimum/General Experience: Multiple years of overall experience managing and controlling day to day operational activities. This includes acting as the main technical contact person between the customer and other consultants for the duration of the project as well as potentially leading several consultant teams. Principal consultants typically have more than five years practical experience with higher end Principal consultants working on more complex activities having a graduate degree or technical qualification and typically 10 years of respective experience.

Functional Responsibility: Responsible for setting priorities, assigning work to and following-up on duties carried out by the various work groups. They also provide oversight and guide consultant teams

during projects as part of their daily activities. They often spend more than half of their work time performing duties similar to the work group members/leaders and are liaisons to management. Principal Consultants are typically considered subject matter experts in their field.

4.1.6. Next Generation Firewall (NGFW) Administrator

We have provided the following types of role under this classification:

Security Threat and Vulnerability Consultant

Minimum/General Experience: Three years in providing technical expertise for the design and protection of data that traverses Internet and/or Intranet connection Field Communications Analyst. Bachelor's degree in Computer Science, Information Systems, or Engineering and experience in Network Security Management.

Functional Responsibility: Develops security measures that enforces and/or enhances security goals and policy. Manages systems that include Firewalls, virus protection, email relays and Domain Name Servers. Develops measurements of quality of service standards and delivers technical briefings to senior management.

4.1.7. Network Engineer

We have provided the following types of role under this classification:

Network Engineer

Minimum/General Experience:

- Bachelor's degree required.
- Certified Network Engineer for one or more network systems.
- Five (5) years minimum experience in network engineering field.

Functional Responsibility: Participates in engineering projects and network implementations involving the extension and application of highly advanced engineering and networking principles and concepts. Capable of networking design implementation. Performs work that may include a variety of complex features and requires multi- or interdisciplinary approaches. Conducts advanced and state-of-the-art assignments under general supervision. Provides technical information for, and final technical editing of, all documents and proposals. Provides diagnosis of, and resolution for, complex networking and engineering problems.

4.1.8. VoIP Engineer

We have provided the following types of role under this classification:

Network VoIP Engineer

Duties: Subject matter expert and technically competent in the VoIP Service, Technology, Systems, and Transitional Services. Broad range of competencies, including skills and expertise from voice and data networking. Recognized at the industry level in a technical field or specialized engineering or technology area and are proficient in relevant engineering principles and practices. Applies experience, skills, and expert knowledge within an engineering discipline to complex assignments. Generates unique concepts as evidenced by synthesis of new products or processes. Creates or uses engineering/scientific tools to solve technical problems. Utilizes and develops tools, techniques, processes and/or facilities such as state-of-the-art simulation environments, laboratories, and test facilities. Provides leadership for engineering and incident management activities in relations to the design and installation of VoIP and associated VoIP equipment. Serves as a major contributor to technical planning process and for providing technical management and guidance.

Qualifications: Requires ten (10) years in the field or related area. Requires Bachelor's Degree, or its equivalent.

4.1.9. Windows Server System Administrator

We have provided the following types of role under this classification:

ITS Windows Administrator

Minimum/General Experience: Multiple years of overall experience collecting business requirements, planning, road-mapping, impact analysis and providing general recommendations. Typically, a degree or 3 years of minimum experience is required.

Functional Responsibility: Conduct independent general assessments and health checks to proactively identify issues and risk areas that may impact the business, provide general recommendations to achieve optimization and improve overall performance.

4.1.10. RedHat Linux Server System Administrator

ITS Linux Administrator

Minimum/General Experience: Multiple years of overall experience collecting business requirements, planning, road-mapping, impact analysis and providing general recommendations. Typically, a degree or 3 years of minimum experience is required.

Functional Responsibility: Conduct independent general assessments and health checks to proactively identify issues and risk areas that may impact the business, provide general recommendations to achieve optimization and improve overall performance.

Verizon Response: Verizon has read, understands and will comply with all Mandatories. Verizon has provided staffing requirements for all Technical Staffing Service Titles and an hour rate has been provided in Pricing Page/Exhibit A.