



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

State of West Virginia
Request for Quotation
21 - Info Technology

Proc Folder: 223329

Doc Description: Technical Assistance Moving Lync 2010 to Skype for Business

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-16	2016-07-14 13:30:00	CRFQ 1600 SOS1600000008	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Enabling Technologies Corp
12226 Long Green Pike
Glen Arm, MD 21057

(443) 625-5100

07/14/16 10:27:32
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Linda Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature X

Linda Harper

FEIN # 52-1790005

DATE 07/11/2016

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

The West Virginia Purchasing Division for the Agency, The West Virginia Secretary of State's Office is soliciting bids from qualified vendors to establish a "One-Time" contract for the purchase of services for Technical Assistance in Moving Lync 2010 to Skype for Business per the Specifications, Terms & Conditions and bid requirements as attached.

CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV25305-0770 US		SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1 Contract services	1.00000	EA	53,881.00	53,881.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
3.1 Contract services

CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV25305-0770 US		SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.7 On-going Maintenance and Support Year 1	12.00000	EA	3,129.17	37,550.04

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
On-going Maintenance and Support Year 1

CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV25305-0770 US		SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.7 On-going Maintenance and Support Year 2	12.00000	EA	3129.17	37,550.04

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.7 On-going Maintenance and Support Optional Renewal Year 2

CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0770	SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.7 On-going Maintenance and Support Year 3	12.00000	EA	3129.17	37,550.04

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.7 On-going Maintenance and Support Optional Renewal Year 3

CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0770	SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.7 On-going Maintenance and Support Year 4	12.00000	EA	3129.17	37,550.04

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.7 On-going Maintenance and Support Optional Renewal Year 4

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2016-06-30

SOS1600000008	Document Phase Final	Document Description Technical Assistance Moving Lync 2010 to Skype for Business	Page 4 of 4
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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: June 30, 2016, 3:00 p.m.

Submit Questions to: Linda B. Harper
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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: Technical Assistance in Moving Lync 2010 to Skype for Business
BUYER: Linda B. Harper, Senior Buyer
SOLICITATION NO.: CRFQ SOS1600000008
BID OPENING DATE: July 14, 2016
BID OPENING TIME: 1:30 p.m. EST
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 of 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 N/A 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: July 14, 2016, 1:30 p.m. EST

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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.

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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.

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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 § 148-1-5.2.b.

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 of 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.

Pamela Novak, Director of Finance
(Name, Title)
Pamela Novak, Director of Finance
(Printed Name and Title)
12226 Long Green Pike Glen Arm, MD 21054
(Address)
(443) 625-5106 / (443) 625-5101
(Phone Number) / (Fax Number)
pnovak@enablingtechcorp.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.

Enabling Technologies Corp
(Company)

Pamela Novak, Director of Finance
(Authorized Signature) (Representative Name, Title)

Pamela Novak, Director of Finance
(Printed Name and Title of Authorized Representative)

07-11-2016
(Date)

(443) 625-5100 / (443) 625-5101
(Phone Number) (Fax Number)

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Enabling Technologies Corp
Company

Patricia Novak
Authorized Signature

07-11-2016
Date

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

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

SPECIFICATIONS

- 1. GOALS AND OBJECTIVES:** THE West Virginia Secretary of State Office (WVSOS) requires an upgrade to their exiting Microsoft Lync 2010 Enterprise System. Requirements include moving to Lync 2013 and then upgrading to Skype for Business on premise. WVSOS is seeking an experienced Vendor who can provide the best direction and assistance with the design, installation and on-going service, support and maintenance at the lowest cost.

1.1 PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Secretary of State Office (WVSOS) for technical assistance in moving Microsoft Lync 2010 Enterprise to Skype for Business. We are using Instant Messaging, Presence, Unified Messaging, Audio Conferencing, Skype meetings, Desktop Sharing, Federation, Mobile, basically all features of the existing Lync 2010 Enterprise system, with multiple desktop clients – 2010 Attendant, Lync 2013, and Skype for Business.

1.2 CURRENT ENVIRONMENT

1.2.1. Our current environment consists of the following hardware:

- SIP trunk configured for 22 concurrent calls (block 125 DID numbers)
- SIP trunk extension for satellite office in Fairmont, WV
- Cisco 2911 with a VWIC2-2MFT-T1/E1 Card
- Audio-Codes Mediant 1000 – MSBG Version 6.20A.056.006 Enterprise Session Border Controller
- two Front end virtual servers, 16 GB Memory, 4 Cores, Win Server 2008 R2 for all servers included below
- two edge virtual servers,
- one monitor virtual server,
- one TMG Forefront virtual server,
- and two clustered SQL physical servers
- Exchange Server 2010 (for Voice Mail)
- VPN (Azure Static/ Dynamic Routing VPN) Site-to-Site from WVSOS to Office 365

1.2.2 Our current software licenses include:

- Microsoft Windows SQL Server Enterprise Core Edition (2)
- Microsoft Windows Datacenter Edition (4)
- Microsoft Enterprise Cloud Suite (65)
- Microsoft Lync Voice (60)
- Microsoft Windows Azure (1)

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

1.2.3 Existing Phones and Headsets:

- Microsoft Round Table
- Polycom CX 600
- Polycom CX 300
- Assorted Plantronics headsets

1.2.4 The features we are using include:

- Instant Messaging,
- Presence,
- Unified Messaging,
- Audio Conferencing,
- Skype meetings,
- Desktop Sharing,
- Federation,
- Mobile,
- Voice Mail, which is stored in Office 365,
- basically all features of the existing Lync 2010 Enterprise system

1.2.5 Due to the criticality of this application, it is imperative that the successful vendor have staff assigned to be on-site during implementation and for knowledge transfer. Additional remote communications by telephone, (304) 558-6000 and e-mailing the WVSOS Information Technology (IT) staff, ITSupport@wvsos.com, is required..

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Lync 2010” is Microsoft’s unified communications platform.

2.2 “Knowledge Transfer” is the transfer of the knowledge about the project details (Lync and Skype for Business systems) by the on-site technician that must be captured and retained by the WVSOS staff for future use.

2.3 “Hunt Groups or After-Hours Call Tree” have been configured in Lync 2010 for use after hours for customers to direct their messages to the correct division within the WVSOS to facilitate handling and provide better customer service. It is our intent to continue use of this service.

2.4 “Pricing Page” means the pages, contained in wvOASIS upon which Vendor should list its proposed price for the Contract Items.

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

- 2.5 “Skype for Business”** is Microsoft’s latest platform that replaces Lync 2010 and integrates with Office 365 for professional meetings and collaboration.
- 2.6 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.7 “SLA”** is an acronym for Service Level Agreement, which defines the level of service the customer must receive

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements:

3.1.1 Viability and Prior Experience

3.1.1.1 Vendor must provide with their bid details of two (2) successful similar installations, where the number of users is equivalent or greater than the 60 at WVSOS, including a minimum of one satellite office, to indicate their level of experience in working with Microsoft unified communication systems.

3.1.1.2 Vendor must provide with their bid the staffing plan for the project that must remain in effect for the full term of the project . All staff should remain with the project from start to finish unless WVSOS determines there needs to be changes. This plan should contain the certifications and/or degrees of each individual assigned in addition to the experience in working with Lync architecture and associated upgrades.

3.1.2 Design and Configuration

3.1.2.1 The vendor must design and upgrade the existing Lync 2010 Enterprise Unified Communications environment with an on premise cloud-based hybrid Skype for Business Server 2015. All licenses are currently held by WVSOS.

3.1.2.2 The vendor should provide five (5) authorized user access for reporting capabilities.

3.1.2.3 The system with the use of Hunt Groups or After Hours Call Tree similar to the one in place with Lync 2010 must be available 24 x 7.

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

3.1.3 Detailed Project Plan

3.1.3.1 The vendor must provide a detailed Project Plan indicating the list of each task to be performed and as required to meet the specified goals and objectives, including milestones, testing or any sign-offs that may be required, which are to be based on best practices.

3.1.3.2 The project plan should be prepared in a phased transition approach for implementation as agreed upon with the WVSOS IT Staff and with no downtime during office hours. It must include all tasks required for the move from Lync 2010 to Skype for Business on premise. Dates are also to be specified according to our normal office hours, 8:30 – 5 PM, Monday to Friday, excluding Holidays (not all of state holidays are observed by the WVSOS), Election Day(s), June and November thru December (dates vary according to year).

3.1.3.3 Vendor must migrate the following: (This must include): User accounts, contact lists, scheduled meetings, and distribution groups (user groups), After-hours Hunt Groups from the existing Lync 2010 to Skype for Business on premise.

3.1.3.4 Within 30 days of contract award, the vendor must meet (at their expense) with the WVSOS in Charleston, to assess the existing environment and: 1) make known any additional hardware or software that may be required other than phone sets; 2) discuss what the future plans are for Skype in the Cloud. It is WVSOS' intention to utilize the sets and existing servers and licensing that are already in use. If additional hardware or software is required, WVSOS is responsible for purchasing.

3.1.3.5 The Project Plan must include a Disaster Recovery/ Business Continuity Plan providing options for zero downtime. Current processes are outlined as follows: 1) Lync SQL database (on two clustered physical servers) is backed-up daily using SQL, then loaded into Azure storage; 2) Lync VMs (Front ends (2), Edges (2)) are backed-up using Altaro VM backup to an on-site StoreSimple device, which is backed up to Azure storage.

3.1.4 Detailed Specific Approach to Staff Knowledge Transfer

3.1.4.1 The vendor must provide knowledge transfer by the on-site technician to the WVSOS Network Administrator and WVSOS IT Staff, which includes hands-on instruction, documentation and tool usage to assure their ability to successfully trouble-shoot, maintain and support the new environment. Webex

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

or desktop sharing may be used for remote work. The schedule should include no less than 3-days on-site and two-days of remote access usage.

3.1.5 Documentation and Reporting

3.1.5.1 Vendor must provide all system-related documentation, including site-specific system diagrams, network connectivity, and instructions for the functions of each element of the system and their interrelationships, so that there is a complete understanding by the WVSOS IT staff (3 individuals) of the works of the Skype for Business on premise.

3.1.5.2 Vendor must provide instruction on default reporting capabilities as well as assistance in developing custom reports, including detailed utilization and specific call duration reports.

3.1.6 Security

3.1.6.1 The vendor must include any/ all security and encryption requirements offered for Skype for Business on premise during the design and implementation.

3.1.7 SLA for On-going Maintenance and Support

3.1.7.1 The vendor must describe and assist in the set-up of monitoring and managing the environment 24 x 7, 365 days a year for operations, including any outages, suspicious activity or other possible concerns affecting the operation and availability of Lync, as required by WVSOS. This may include remote as well as physical monitoring.

3.1.7.2 Vendor must provide WVSOS IT with responsible points of contact who will respond to WVSOS IT by phone (304) 558-6000 and e-mail (ITSupport@wvsos.com) within 15 minutes once contacted, should there be any issue that affects functionality of the system.

3.1.7.3 Vendor must provide a minimum of two (2) Points of Contact, who will remain working with WVSOS through-out the entire project for any type of communications following contract award.

3.1.7.4 Vendor must coordinate any system maintenance with WVSOS.

3.1.7.5 Vendor must maintain and apply operating system updates and SQL server patches only after receiving approval from WVSOS.

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3.1.7.6 Vendor is responsible for configuring any access controls as required by WVSOS.

3.1.7.7 Vendor is responsible for resolving any (WVSOS provided) server issues that affect the environment. Incidents are to be documented, including activity, course of action, and resolution. Within 15 minutes, vendor must notify WVSOS IT by e-mailing ITSupport@wvsos.com and calling (304) 558-6000.

3.1.7.8 Vendor must continually monitor environment, including VPN connectivity and report any interruption in service within 15 minutes following detection directly to WVSOS IT staff by e-mailing ITSupport@wvsos.com and by calling 304-558-6000. After hours contact numbers will be provided following contract award.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide WVSOS two purchase prices: 1) for the Contract services – one total; 2) Service and Maintenance – 12 monthly costs; equaling an overall total purchase price for one (1) year. The Contract shall be awarded to the Vendor that meets the mandatory requirements of the specifications for the lowest overall total cost as shown on the Pricing Pages. The contract will be awarded based on the total cost of the contract services and first year of maintenance. The Contract will allow for (3) three (1) year optional renewals.

4.1.1 Vendor submitting different terms and conditions MUST provide them in writing prior to award of the contract.

Pricing Page: Vendor should complete the Pricing Page within OASIS as by providing a unit price for each commodity as an electronic document.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
Technical Assistance in Moving Lync 2010 to Skype for Business

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall provide services immediately after being awarded this Contract and receiving a purchase order. Contract Items must be delivered to the Secretary of State at 1900 Kanawha Blvd, Bldg. 1 Suite 157K. Charleston, WV 25305.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product(s) shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned item(s).

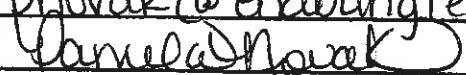
7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

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- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

CRFQ SOS1600000008 - EXHIBIT A PRICING PAGE

Item No.	Description	Quantity	Unit Price	Extended Amount
3.1	Contract Services	1	53,881.00	53,881.00
3.1.7	On-going Maintenance and Support Year 1 - Quantity Per Month	12	3129.17	37,550.04
3.1.7	On-going Maintenance and Support, Optional Renewal Year 2 - Quantity Per Month	12	3129.17	37,550.04
3.1.7	On-going Maintenance and Support, Optional Renewal Year 3	12	3129.17	37,550.04
3.1.7	On-going Maintenance and Support, Optional Renewal Year 4	12	3129.17	37,550.04
			TOTAL BID AMOUNT	204,081.16
Bidder / Vendor Information				
Name:	Enabling Technologies Corp			
Address:	12226 Long Green Pike			
	Glen Arm, MD 21057			
Phone:	(443) 625-5106			
Email Address:	pnovak@enablingtechcorp.com			
Authorized Signature:				

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;
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: Enabling Technologies Corp

Signed: Danella Novak

Date: 07-11-2016

Title: Director of Finance

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:

Vendor's Name: Enabling Technologies Corp / William Vollerthum, President

Authorized Signature: [Signature] Date: 07-12-2016

State of Maryland

County of Baltimore, to-wit:

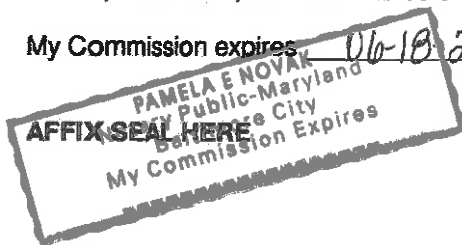
Taken, subscribed, and sworn to before me this 12th day of July, 2016.

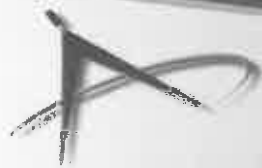
My Commission expires 06-18-2018, 2018.

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)





Enabling Technologies

Enabling Elite Care

Prepared for

**West Virginia Secretary of State
2019 Washington Street, East
Charleston, WV 25305**

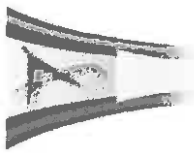
Monday, 11 July 2016

Account Executive

**Jack Brady
+1-215-867-8863
jbrady@enablingtechcorp.com**



2010 PARTNER OF THE YEAR
Unified Communications Solutions
Instant Messaging/Presence/Conferencing/Voice
Winner



Project Objectives and Summary

West Virginia Secretary of State (Client, herein) has deployed Microsoft Unified Communication (UC) solutions and would like to ensure a high level of support by having Enabling Technologies Corp (Enabling, herein) provide remote maintenance and technical support. Enabling will provide support of Skype for Business and Exchange Unified Messaging for the following quantities of users and equipment.

Lync/S4B IM/Presence/Conferencing (# of users)	60
Exchange UM (# of users)	60
Lync/S4B Enterprise Voice (# of users)	60
Core Exchange/O365 (#of users)	0
SIP Trunk to a carrier	No
Quantity of SBA's managed	0
Quantity of Lync/S4B/UM/Exchange servers being monitored	8
UC Analytics Monitoring - Nectar (# of users)	50

Servers being covered include:

3 FE, 1 OWA, 1 Reverse Proxy, 2 Edge, and 1 SQL

This coverage will service the users listed above across 1 location(s).

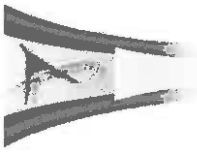
Coverage will be valid 7 days a week by 24 hours a day, including holidays and weekends.

Installation of security and software patches is included with this service agreement. Enabling will coordinate patching and are applied on a pre-scheduled monthly basis. To include: Server Operating System updates, Application updates, hot fixes, and Cumulative Updates. All updates are validated in Enabling's lab environment and verified before deploying on the Client's systems. This agreement does not include software assurance –updates to software will be available based on the policy of the manufacturer. Major software updates, such as milestone versions of Microsoft software will require additional professional services and are not covered under this support agreement. Examples of major software updates that are not covered are: Lync 2010 to Lync 2013, Lync 2013 to Skype for Business and Exchange versions, 2010 to 2013 or 2016.

Contact and Escalation procedures

Enabling's Customer Support Team is responsible for receiving the support request, generating support tickets, initiating troubleshooting efforts, routing support escalations to technical and management resources, and reporting status to Clients.

Enabling will deploy software agents on the UC servers in the Client's environment. The agents will alert Enabling's support team 24x7 by way of an automated email and system alerts, instructing the engineers of the customer name, server name, issue, and event details. If the issue is relevant, Enabling will alert the Client, remotely enter the affected server(s), assess the situation, plan and communicate repairs/changes with the Client, or make repairs if service is severely interrupted by the event/error. Enabling will summarize any changes/repairs made in an email summary to the Client's contact(s) of choice.



For user-related or informational issues, Enabling provides a designated telephone support number **(443-625-5199)** and email address (support@enablingtechcorp.com) to Clients for reporting system repair issues. Support emails/calls will immediately notify our technical support group and create a support ticket number which will be referenced when reporting on the status of system repair issue.

To Initiate support, contact Enabling's Support Center to report problems or questions at support@enablingtechcorp.com and/or **(443 625-5199)**.

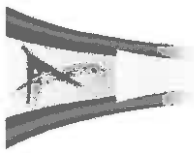
Email to support@enablingtechcorp.com will generate a ticket and provide an automated e-mail confirmation with ticket number back to the original sender. If an automated email confirmation is not received within 5 minutes, please contact the support phone line at 443-625-5199. After a ticket is generated, the ticket number should be included in each email and a single thread should be preserved to avoid generating multiple tickets for one incident.

Calls to 443-625-5199 from 8:30 am-5:00 pm EST will answered by live representatives that will take your information, create a ticket in our system, and notify the support team of your request. Calls from 5:00 pm-8:30 am, including weekends and holidays will be answered by live representatives that will take your information, create a ticket in our system, and alert the On Call Engineer of the request. If the On Call Engineer is unavailable or does not answer within 10 minutes of the ticket being opened the representative will call the Technical Support Manager

Within 1 (one) hour, the Client's IT team member that opened the ticket will be contacted by Enabling's Customer Support Engineer via email or phone call to begin troubleshooting the issue. System repair issues will be attended to in a timely manner depending on their priority. Major repair issues will receive priority attention. Enabling will provide remote maintenance and support by utilizing Skype for Business, Kaseya agents, Nectar monitoring and reporting, or other software utilities for remotely diagnosing and resolving repair issues.

Service requests will be classified by the severity of the issue and categorized as Severity A (Critical business impact), Severity B (Moderate business impact), or Severity C (Minimum business impact). Critical system repair issues that impact the Client's business operations will receive priority attention. For instance, if a VoIP Gateway or front-end server is down, or if all users cannot login to a Skype for Business conference, it will be considered a critical system repair issue. The priority of an issue will be agreed to with the Client based on the number of users impacted, time of day, and location.

Some service requests may be determined to be caused by an issue that is out of scope for Enabling Support. Enabling can continue to address, but will require a change control request for Pro Services to be completed. Enabling will provide best effort assistance to help resolve issues out of scope per the agreement.



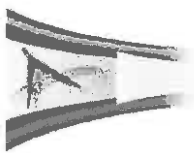
Definition of Severity of Issues

Severity	Customer's situation	Expected Enabling Response	Expected Customer Response	Examples
A	<p>Critical business impact:</p> <ul style="list-style-type: none"> Customer's business has significant loss or degradation of services Needs attention within 1 hour 	<ul style="list-style-type: none"> First call response in 1 hour or less Continuous effort all day, every day Notification of Managers 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort as needed Rapid access and response from change control authority Management notification 	<ul style="list-style-type: none"> One or multiple Lync Server failures Complete loss of PSTN connectivity or phone service Company Outage of e-mail services Loss of Exchange functionality
B	<p>Moderate business impact:</p> <ul style="list-style-type: none"> Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 business hours (review note 1) 	<ul style="list-style-type: none"> Initial Response within 2 hours of case creation 24x7 continuous effort unless customer requests to opt-out 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort unless customer requests to opt-out of 24x7 Rapid access and response from change control authority 	<ul style="list-style-type: none"> Loss of single information store Loss of OWA or ActiveSync Loss of an entire Lync workload (i.e. conferencing) Failure of a single UM Auto Attendant Failure of outbound calls to some users Random or occasional calls do not complete Loss of voicemail for a particular user group
C	<p>Minimum business impact:</p> <ul style="list-style-type: none"> Customer's business is substantially functioning with minor/no impediments of services. Needs attention within 4 business hours (review note 1) 	<ul style="list-style-type: none"> First call response in 4 hours or less Effort during business hours only (review note 1) 	<ul style="list-style-type: none"> Accurate contact information on case owner 	<ul style="list-style-type: none"> Noticeable system latency Loss of IM Loss of presence Loss of back-end reporting Lync Client issue Exchange user modification Moves, adds, and change requests

Notes:

- Business Hours are defined as 8:30 A.M. to 5:00 P.M. local time, Monday through Friday excluding holidays
- Enabling may downgrade the severity level if the customer is not able to provide adequate resources or responses to enable Enabling to continue with problem resolution efforts

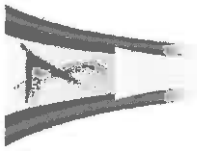
Enabling will continue to troubleshoot major failures reported between 8:30AM and 5:00PM for as long as possible and when it is technically prudent. If both parties agree that a continuation of support after 5PM is needed, then Enabling will continue to do so. If both agree that a standstill is imminent due to a software bug, or awaiting a hardware/software vendor response or research, then work would cease and recommence at 8:30AM.



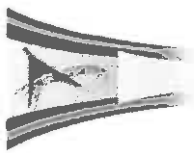
When necessary, Enabling will travel to the Client site to physically troubleshoot system issues. Travel cost estimates can be provided for approval prior to travel. Travel time will be covered under the scope of this support agreement.

Areas within Scope

- 1) Track the availability of new software updates, test in a lab environment to verify functionality and coordinate and install software patches on a monthly basis
 - a) Updates will be completed on all servers listed in the "Project Objectives and Summary section" above, including: Server Operating System updates, Application updates, hot fixes, and Cumulative Updates
 - b) Major software updates, such as milestone versions of Microsoft software will require additional professional services and are not covered under this support agreement. Examples of major software updates that are not covered are: Lync 2010 to Lync 2013, Lync 2013 to Skype for Business and Exchange versions, 2010 to 2013 or 2016.
 - c) During monthly system reboots of servers and gateways, Enabling will provide post update testing and reports. Enabling will work within your maintenance window(s) and will provide change control documentation when required and agreed upon in advance
- 2) Provide end-user moves, adds and changes as needed
 - a) Enabling can provide system-related changes (i.e. Auto-Attendant, response groups, call routing, end user provisioning and de-provisioning) that take less than two hours for each request
 - b) Requests requiring additional time will be considered out of scope and will require a scope of work and professional services outside of this support agreement
 - c) Any out of scope support services during normal business hours will be invoiced at a rate of \$250.00 per hour and any out of scope after hours requests will be invoiced at an OT rate of \$375.00 per hour
- 3) Respond to Client support requests within the timelines outlined above in Severity of Issues table.
 - a) Enabling will accurately log support issues and manage the ticket
 - b) Enabling will work with the Client's IT staff to troubleshoot and resolve system issues
 - c) Enabling will work with End Users when required to reproduce and troubleshoot issues
- 4) Liaise with 3rd-party vendors (as defined in this proposal) as required, including escalation to Telco / ISP providers when necessary. Proper agency to work directly with Telephone Services Provider on Client's behalf
- 5) Enabling will supply access to our online ticketing system portal for the Client to verify current ticket status
- 6) Provide competent remote analysis to determine the root cause
 - a) Enabling will track the issue from initial report through completion/resolution
 - b) Enabling will initiate the remote repair where feasible in a timely manner
 - c) Enabling will escalate support issues within the timelines/timeframes outlined above, and communicate status to Client
- 7) Identify software configuration issues and/or bugs and work directly with vendor to remediate
 - a) Work with Client's software vendors in a cooperative and professional manner
 - b) Enabling provides support for applications written by other vendors. At times, troubles reported may be due to software 'bugs' which have not yet been identified by other customers or the vendors themselves
 - i) If a reported service issue is clearly determined to be caused by a bug in the software package being supported by Enabling, it will be Enabling's responsibility to report the issue to the manufacturer as soon as possible
 - ii) Enabling will work with the manufacturer and the customer to produce a patch or hotfix in the shortest timeframe possible
 - iii) In the case where software needs to be developed by a third party to resolve a reported service issue, Enabling will provide case status to the Client whenever an update is available from the manufacturer from the point at which the bug is identified



- 8) Repair or advise suggested changes for fundamental Exchange issues with servers, as detailed in the **Project and Objectives and Summary** section, such as UM, e-mail, Exchange Web Services, auto-discover, etc.
 - a) Occasional Mailbox moves to accommodate whitespace / storage needs. If full user / group moves are required, then an additional time and materials contract will be required
 - b) Storage Database monitoring
 - c) Troubleshoot and repair mail delivery issues
- 9) Proactively monitoring Lync/S4B/Exchange servers and users within scope (see **Project Objectives and Summary** section above)
 - a) Deploy monitoring agents on Lync/S4B/Exchange servers, and/or a RIG (Nectar) to support alert Management Systems in Enabling's Support Center
 - b) The following types of monitoring will be enabled through Nectar
 - i) Monthly reporting on analytics, trends and in depth historical data
 - ii) Access to multi-vendor health and performance monitoring via live dashboards for end-to-end Lync/Skype visibility
 - iii) Call statistic alerting for poor calls base upon pre-configured thresholds
 - iv) Call failure reports upon demand
 - v) Network trouble identification
 - vi) Customer access to voice quality metrics
 - i) A single (1) service account will be provided to the Client for dedicated access to their voice quality metrics
 - vii) Software Define Networking (SDN)/Application Programming Interface (API) for real time monitoring implementation
 - c) The following types of monitoring will be enabled through Kaseya
 - i) Event Log Monitoring to collect, analyze and archive the relevant Microsoft Windows Event Logs to a central location for analysis
 - ii) Relevant Windows Performance Counter, Services, and Processes Monitoring will be tracked for up/down status or threshold exceptions. Notification alerts can be set when services fail or when a particular process consumes too many resources
 - iii) Machine Change Monitoring tracks changes on a per-machine basis by comparing the current audit information (hardware specs, disk space, installed software) against the baseline audit information
 - iv) Filter and fine-tune logging thresholds based on general best practices and customer-specific tolerances
 - v) Machines with the Enabling agent installed will have Windows Event Viewer Logs scanned daily to include but not limited to Application, System, Lync/S4B, and Exchange logs
 - vi) Machines with the agents installed will have services monitored (per application) and proactive scripts assigned to restart services and alert Enabling if issues occur that stop or hang the service
 - vii) Any SQL servers included in the Project Objectives and Summary section will be monitored as per the event log and service statuses only. No further action will be taken other than monitoring, alert notification, and patch management. Enabling will assist with troubleshooting database issues, but will not be responsible for the repair of those issues
 - d) Any errors detected by Enabling monitoring solutions will auto-open tickets and alert Enabling Support
 - e) Enabling will then alert Client of relevant issues and enter into the system if necessary to begin troubleshooting
- 10) Assist Client in the troubleshooting of Voice or Video quality Issues
 - a) Enabling will verify Lync/S4B configurations, Quality of Service (QoS) tagging, Lync/S4B system performance, and own issues related to the applications in scope in the Project Objectives and Summary section above
 - b) Enabling will not own, but will remain involved in an advisory fashion to assist Client if the quality issues relate to their local area network, wide area network, virtual private network (VPN), Public Switched Telephone Network (PSTN) connectivity (such as SIP trunk(s) and PRI(s)), Personal Computers, or other applications/services that may impact real time media quality not listed in the **Project Objectives and Summary** section above
 - c) Enabling will assist in an advisory fashion with telephone company or Internet Service providers as quality issues are being troubleshot.
 - d) At Enabling's discretion Enabling may escalate voice issues to Microsoft Support



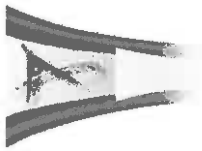
- 11) Enabling will use Client provided workstations to perform logging, tracing, and testing when required
- 12) Enabling will monitor Secure Socket Layer (SSL) certificates in use by Lync/S4B/Exchange per the server scope above and advise ninety (90) days out from certificate expiration. Enabling will perform or assist with the Certificate Management of Internal & third party issued SSL certificates
- 13) Enabling will perform a quarterly system health check where:
 - a) Enabling will review current configuration
 - b) Enabling will analyze Internal Certificate Authority and public SSL Certificates
 - c) Share results and suggested optimizations with the Client
- 14) Enabling will provide, via e-mail and/or a conference call weekly support reviews that consist of all servers under management, their patch status and next scheduled maintenance dates
 - a) Enabling will also perform support process and procedures review and updated documentation when applicable.
 - b) Enabling will provide status of all open tickets and projects during weekly reviews
- 15) Provide onsite support for parts replacement or troubleshooting when needed
 - a) Enabling will exhaust all remote troubleshooting options before invoking this option

Note: If the existing environment or solution requirements dictate a change in this Scope of Work, a change request form may be executed by both parties.

Prerequisites – Completed by Client unless otherwise stated

The following section describes prerequisites required for successful technical support.

- 1) Report issues via support@enablingtechcorp.com or (443) 625-5199
 - a) Provide a clear description of the trouble reported, and if possible, steps to reproduce
 - b) Verify that Tier 1 troubleshooting has been completed by the Client's Internal IT team, allowing for all reported issues to Enabling to be handled by that team
 - c) Assign a single point of contact (and an alternate) for receiving status reports for system repair issues and monitoring alerts
- 2) Provide remote access via Internet-connected Lync Online, Kaseya, VPN, RDP, or other means
 - a) Provide access credentials with proper security privileges for remote access troubleshooting efforts
 - b) Verify basic configuration settings and application permissions
 - c) Maintain up to date list of server settings, service account passwords and login information
- 3) Perform local administrative/troubleshooting tasks as requested
 - a) Launch test calls from Client on same subnet as the server and validate results
 - b) Provide Enabling with access to a workstation or laptop within your environment to perform login, tracing, and testing when required
- 4) Allow Enabling to install monitoring agents on servers and open TCP/IP Outbound Port 5721 on Client firewall for Enabling's monitoring
- 5) Schedule a pre-installation conference to complete Nectar Advanced Monitoring pre-requisites
- 6) Maintain gateway vendor support along with an 'advanced gateway replacement' plan for each gateway in production and/or a hot spare (A gateway support contract must be held by the vendor)
- 7) Maintain and support AD, DNS, load balancers, Firewalls, Reverse Proxy, network components, and other infrastructure not specifically called out in the agreement
- 8) Collaborate with Enabling when issues arise that may be due to factors outside of the UC equipment
 - a) Notify Enabling support team about significant changes that will be (or have been) made that will impact the products Enabling supports in the event that product advice / compatibility verification is needed



- 9) Notify Enabling support team if any changes are scheduled which may result in system alarms being triggered (examples include: server reboots, router reboots, firewall changes, service restarts)
- 10) Perform troubleshooting to validate that the issue is not unique to a specific user(s) or network location, and that the issue does not appear to be, but not limited to internal networking, switches, router, firewalls, internet access, PBX, or cabling issue
- 11) Run tests or gather information that are impossible for Enabling to do remotely (i.e. call into pilot number from a local phone and report the results)
 - a) Run and submit Lync Quality of Experience report when applicable
 - b) Submit Lync/S4B logs when requested by Enabling
 - c) Submit desk phone/endpoint logs when requested by Enabling

Areas Out of Support Agreement Scope

Areas that are out of scope for this support agreement include, but are not limited to, the following:

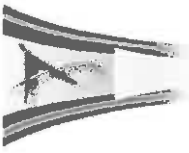
- 1) Troubleshooting, Whitelisting / blacklisting on 3rd party spam filters
- 2) DNS, PC, AD, or IP Network issues
- 3) VoIP/Video quality issues that are related to the underlying network infrastructure or Client computers
- 4) Viruses that impact the servers, workstations, or network
- 5) Any hardware that is not listed in the **Project Objectives and Summary** Section
 - a) Server hardware support of non-gateway components (i.e. Windows servers) unless listed in the "Project Objectives and Summary" section
 - b) Load balancers, firewalls, or PBX equipment, or their configurations.
 - c) Microsoft Roundtable or other cameras
 - d) Video Teleconference units
- 6) Repair issues resulting from customer-made changes to, or failures of, components other than the Lync/S4B/Exchange server(s) including but not limited to network, application servers, PBX configuration, or gateway reconfiguration. In these situations, Enabling will assist however possible, but is not responsible for any aspect of the customer network or infrastructure not directly involving servers/equipment listed in the "Project Objectives and Summary" section
- 7) Issues due to customer database servers or backups
- 8) Support of any version of software that is no longer supported by the manufacturer
- 9) Please note that the maintenance agreement will be voided if the system that is under coverage is not in a properly maintained air-conditioned environment
- 10) Failure or damage to systems due to acts of nature, power surges, or other disasters

Knowledge Transfer

Informal knowledge transfer will be provided throughout the term of the agreement. Informal knowledge transfer is defined as informal activities provided by Enabling that include: whiteboard discussions, email threads, conference calls, and facilitated meetings on technical topics. Knowledge transfer activities are secondary to completing troubleshooting and monitoring.

No training documentation, deliverables, work products or meeting summaries will be provided for the above sessions or activities.

True Up / Change Management Process



During the Scope of the agreement, either party may request, in writing, additions, deletions, or modifications to the services described in this SLA ("change request"), including but not limited to the number of users and servers that are being supported.

For all change requests, regardless of origin, Enabling shall submit to the Client a standard Change Request Form. The Change Request Form shall describe the proposed change(s) to the SLA, including the impact of the change(s) on the agreement scope, schedule, fees, and expenses. For all change requests which originated on the Client's behalf, we shall have a minimum of three (3) business days from receipt of the change request to research and document the proposed change, and prepare the Change Request Form.

The Client shall have three (3) business days from the receipt of a completed Change Request Form to accept the proposed change(s) by signing and returning the Change Request Form. If the Client does not sign and return the Change Request Form within the time period prescribed above, the change request will be deemed rejected and Enabling will not perform the proposed change(s).

No change to this scope shall be made unless it is requested and accepted in accordance with the process described in this section. Enabling shall have no obligation to perform or commence work in connection with any proposed change until a Change Request Form is approved and signed by the designated associate from both parties.

Changes in scope must be provided in writing or via email to Enabling. Support impact will be presented to management for approval. For full details, please reference the Scope Change Request document at the end of this Scope of Work.

Escalation Process

The Enabling Support engineer will work closely with the Client to manage issues, risks, and Change Requests as described in the Sections above. The standard escalation process for review and approval and/or dispute resolution is as follows:

Escalation Path

1. Escalations are directed to the Director of Managed Services & Support.
2. If required a new engineer can be assigned or additional resources allocated.
3. If an additional escalation is required, it will be directed to our Technical Support Manager

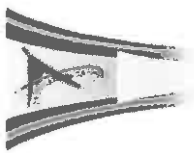
Project Assumptions

The Services, fees, and delivery schedule for this project are based on the following assumptions:

1. The availability of the Client's representatives to perform their roles
2. The availability of hardware (Gateway advanced hardware replacements, etc.)
3. Support effort interruptions due to illness, inclement weather, or family emergencies will be allowed at both parties' reasonable discretion
4. This SLA is generated based upon information currently known as provided by the Client and deemed to be accurate and correct

Terms and Conditions of Sale:

1. **Definitions:** "Buyer" or "Client" means the entity or person that accepts these Terms and Conditions. "Seller" or "Enabling" refers to the service / product providers, Enabling Technologies Corp.



2. **Payment Terms:** Unless otherwise specified, payment terms on purchases for product require a 50% deposit with the signed purchase agreement. The balance on product sales is due NET 30 days from the shipping date on the invoice. Payment terms for maintenance and managed services agreements are NET 30 days from the date on the invoice. Payment terms for Professional services are billable weekly and due NET 30 from date of invoice. Weekly billings will be based on the total number of professional services hours used under the project SOW. Any additional charges over and above the original quote will be invoiced in accordance with the engineering change order and are due NET 30 days from the date of the invoice. All payments must be made via wire transfer, check drawn on US bank, or valid Visa or Master Card credit card. Any payments for invoices beyond NET 30 days will incur interest at 18% per annum on the outstanding balance. Payment terms for Professional services are billed incrementally and due NET 30 days from date of invoice. Incremental billings will be based on the agreed upon purchase price as indicated in the signed project proposal/bid.
3. All payments for products, services and maintenance contracts should be sent to:
Enabling Technologies Corp.
12226 Long Green Pike
Glen Arm, MD 21057
Attn: Accounts Receivable Department

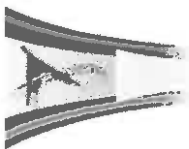
WIRE INSTRUCTIONS:

1st Mariner Bank

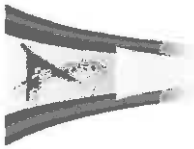
Routing/ABA: 252070752

Bank Account Number: 2168030

4. Client agrees to be bound by and accept these Terms and Conditions of Enabling's Quote and Purchase Agreement as the only agreements applicable to the Client's purchase for products, professional services, and maintenance contracts from Enabling.
5. All quotes are valid for a period of 30 days from the date of issuance. Delivery is normally 10 business days from receipt of purchase order, subject to credit approval unless otherwise advised. Professional Services usually requires approximately 4-6 weeks' advance notice for scheduling.
6. **Travel:** All out-of-pocket expenses for travel, meals and lodging associated with the proposed professional services will be invoiced separately and are not included in the pricing section of this proposal. Expenses will be invoiced monthly during the term of the contract and are due NET 30 days from the date of the invoice.
7. **Taxes:** Client is responsible for paying all applicable taxes stated on Enabling's invoices. Applicable sales tax can include (state, value-added, excise). Client shall pay any sales, use excise or similar tax attributable to the sale of the products covered hereby, or shall provide Enabling with tax exemption certificates acceptable to the taxing authorities.
8. Enabling requires configuration information be supplied by the client; failure to supply information will result in Enabling performing a generic installation of product(s).
9. Where applicable, the Client is responsible for meeting the stated hardware and software server requirements for the products being installed. Where client is providing hardware and/or software, failure to have necessary components at time of installation may result in surcharge based on Enabling's T & M rate of \$250.00 per hour for normal business hours and \$375.00 per hour for after hours (after 5:30 PM client time zone). Client is also responsible for registering hardware and/or software as required by the manufacturer/distributor. Failure to effectively complete registration prior to date of installation which results in delay of installation, client agrees to accept billing for such delay over and above charges for our statement of work appearing in this quote.
10. Work performed outside of the Scope of Work requires a Change Management Request (CMR) form. No work will be performed outside of the Scope of Work until the CMR is signed by the Client. Work outside the Scope of Work is subject to Enabling's T & M rate of \$250.00 per hour for normal business hours and \$375.00 per hour for after hours (after 5:30 PM client time zone). Including delays caused by client's staff or vendors.
11. Enabling does not warrant or guarantee the proper function of E911 functionality in Lync. This is regardless of whether Enabling has or has not been involved in any services work whatsoever related to E911 in Lync. Enabling will not assume any liability that arises directly or indirectly from E911 in Lync or any other telephone system in the customer environment.
12. Since Enabling is not the manufacturer of the hardware and software products, Enabling cannot assume any liability for the actual software and hardware performance of any system.



13. Where applicable, Enabling passes through all applicable hardware and software product warranties as stated by the manufacturer to the Client. Enabling professional services have a warranty of 30 days from date of invoice.
14. Where applicable, the client is responsible for purchasing the exact number of client access licenses to support the appropriate solution.
15. We do not move hardware as a part of our services. If you ask us to relocate your hardware as a part of this project, you are required to indemnify our company and staff for any damage caused to the hardware or software as a result of this move.
16. Statement of work and pricing may require modification if initial implementation meeting uncovers additional requirements.
17. Enabling reserves, the right to reschedule professional services based upon events out of their control.
18. **Non-Solicitation:** During the term of this Agreement, and for a period of twenty-four (24) months thereafter, neither party will, without the prior written consent of the other party, hire, retain or engage, or make an offer of employment in respect of same to, any personnel of the other party.
19. Where applicable, all Goods shipped are F.O.B. points of origin. Title to and risk of loss of all products shall pass from Enabling upon delivery of products to the Client. Client shall pay all freight, handling, delivery, special packing and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at the election of Enabling. Enabling shall have the right to deliver all goods covered hereby at one time or in portions from time to time, within the time for delivery provided in such order.
20. Where applicable, upon receipt of Products, Client agrees to inspect and/or test the Products. Such inspection and testing shall be completed promptly and in no event later than 10 days after receipt of Products by the Client or completion of Services by Enabling. The Products shall be deemed accepted by the Client unless the Client provides Enabling with timely written notice specifically noting any defects or discrepancies in the quality or quantity of Products received. Enabling will replace any defective products damaged in shipment if reported within 10 days after delivery at the Client's site.
21. Seller's liability (whether under the theories of breach of contract, tort liability, misrepresentation, fraud) is limited to repairing or replacing the Products found by Seller to be defective or nonconforming as provided above, or at Seller's option, Seller may refund the purchase price of such Products. In no event shall seller's liability exceed the purchase price of the products determined to be defective.
22. Enabling will not be liable for delays in delivery by the carrier.
23. Where applicable, Enabling provides 1st and 2nd Tier help desk support through the annual software maintenance and support agreement. If Software Assurance is purchased manufacturer provides 3rd Tier and 4th Tier Engineering support and is included in the annual software maintenance and support agreement.
24. **Term:** Where applicable, Enabling will provide Maintenance Services for an initial term of one (1) year, unless a different term is expressly defined in the applicable order. Maintenance Services will be renewed automatically for successive one (1) year terms applying the same support plan offering with then current rates, unless either party gives the other written notice of its intent not to renew at least 60 days before the 12-month anniversary of the initial term. Such written notice of intent not to renew can be given by either party each and every year of a multi-year maintenance contract pursuant to the above terms. Therefore, either party has the discretion to terminate a multi-year maintenance contract within its initial term pursuant to the above requirements for notice.
All written notices of intent not to renew should be sent to:
Enabling Technologies Corp.
Attn: Pamela Novak-Patrick
12226 Long Green Pike
Glen Arm, MD 21057
25. Access to Client's place of business outside of normal hours will be at the discretion of the client's IT staff and stated in their purchase order and must be mutually agreed upon by both Client and Enabling.
26. This proposal constitutes intellectual property owned exclusively by Enabling, a Maryland Corp which was based upon work performed in preparation for this document. The sum total of products and services constitute a work product owned by Enabling. This proposal is presented for your exclusive use. It is not to be shared with entities other than your firm in any fashion without advance permission in writing from Enabling.



- 27. Governing Law:** This Purchase Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without regard to any conflicts of laws principles which would apply the law of another jurisdiction.
- 28. Jurisdiction/Venue/Jury Waiver:** Any dispute or claim arising out this Purchase Agreement or any provision hereof shall be brought in and shall be subject to the exclusive jurisdiction of the courts of the State of Maryland and the federal district court for the District of Maryland, Northern Division. Each party hereby consents to, and submits to the personal jurisdiction of such courts in any proceeding to enforce any right or obligation under this Agreement and shall not contend that any such court is an inconvenient venue. The foregoing shall not limit the right of any party to obtain execution of judgment in any other jurisdiction. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS PURCHASE AGREEMENT.
- 29. Attorneys' Fees and Costs:** In the event a dispute arises regarding this Purchase Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled

Project Approval

For Enabling to begin allocating resources to the Client, a signed copy of this entire document must accompany a Purchase Order.

Bid #: 16-05710

Contact Information:

Linda Harper

linda.b.harper@wv.gov

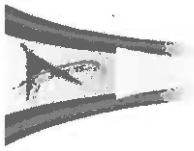
304-558-6000

Billing Location (if different from cover): same as above

Support Coverage Period: TBD – 1 Year Agreement

Bid / Quote Expiration Date: 8/11/16

Part#	Qty	Description	Price	Ext Price
ETC Support – Elite	1	1 Year Enabling Annual Support – Extended 24 x 7 Coverage	\$37,550.00	\$37,550.00
			Total	\$37,550.00



Optional Pricing:

Part#	Qty	Description		
ETC Support - Nectar	1	1 Year UC Analytics Powered by Nectar – 60 Users **Note – All Nectar coverage is highlighted in blue.	\$2,280.00	\$2,280.00

Client

Enabling

Signature & Date

Signature & Date

Title:

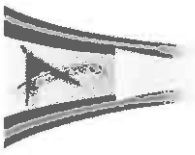
Title:

PO Number to reference on invoice if applicable_____

Tax Payer ID_____

Tax Exempt Status_____*

*If yes, please attach copy of tax exempt certificate for region of installation



Support Scope Change Request Form		
Scope Change Number:	Requested By:	Date Reported:
Scope Change Description:		
Cost of Scope Change:		
Business Benefit:		
Implications of Not Making the Change:		
Alternatives:		
Comments:		
Approval From Sponsor:		

System Components

Component	Comments
Planning and design	An Enabling engineer will perform deep-dive discovery of the existing environment, meet with the client to determine requirements, design the Skype for Business Deployment, and plan the migration from Lync 2010.
Deploy 3 Skype for Business Front-end servers	<p>Enabling will install and configure 3 Skype Front End Servers in a single site, in a highly available manner. The enabling engineer will also advise the client on the process of moving Lync 2010 users to Skype for Business. The Skype for Business deployment will be configured in a Hybrid setup with Skype online in Office 365.</p> <p>The Front End servers are the core of Skype, and will provide IM, Presence, Internal conferencing, Desktop Sharing, Video Conferencing, Monitoring and more. The servers will be deployed behind new Kemp Hardware Load Balancers, which will be provided and configured by Enabling Technologies.</p>
Deploy Skype Mediation Servers on the Skype Front ends	<p>Enabling will deploy Skype Mediation on the Skype front ends, and configure dial-in-conferencing support.</p> <p>Mediation server deployment includes integration to the public-switched telephone network (PSTN), Creation of dial plans, and Dial-in-conferencing setup. The PSTN connection will be achieved by integration to the existing Audiocodes gateway, and SIP trunking / Cisco PBX integration. The engineer will also provide guidance and recommendations for e911 configuration.</p>
Deploy 2 Skype Edge Servers	<p>Enabling will deploy 2 edge servers in the perimeter network. The Engineer will configure the Edge to support PIC (including Skype) and federation.</p> <p>The edge server allows for users outside of the internal network, or on mobile devices to use Skype server. The edge server required 2-4 NICs, and 3 external IP Addresses. This work would also include Federation to Public IM as well as other Partners. Enabling will configure an IIS ARR Server for Reverse Proxy, as well as a web apps server for Powerpoint sharing. The Edge servers will be deployed using DNS load balancing – which enabling will configure.</p>
Deploy Skype Monitoring Servers on the Front Ends	<p>Enabling will deploy Monitoring and Archiving server roles on the Front End Servers.</p> <p>The monitoring server gathers all data from the Skype servers, and logs it to the SQL server. These reports include troubleshooting data, call reports, trending and much more. The Archiving role will archive all IM traffic for a set amount of time.</p>
Deploy Skype mobility	Enabling will configure Skype servers to support Mobile clients (iOS, Android and Windows Mobile).
Deploy Office Web Apps Server	Enabling will deploy an Office Web Apps server to support advanced PowerPoint functionality.
Migration from Lync 2010	The Enabling Engineer will move users from the Lync 2010 to Skype for business after-hours.
Testing	Enabling will complete a full test plan of all components deployed, including failover testing.
Training	<p>The engineer will train the client Admin staff for up to 8 hours on administration of the Skype deployment.</p> <p>Up to 4 hours of Client training will be provided for use of the Skype services and dial-in-conferencing. This training is "train the trainer" training.</p>
Handoff Documentation	The enabling engineer will provide documentation which outlines the Skype deployment as built.
Project Manager	Enabling will provide a Project Manager that will plan for the deployment, provide pre-requisites, create meetings, and manage the project.

Assumptions:

- This document is an estimate and should not be treated as final pricing. Additional discovery is required to make a final quote.
- All Skype Servers listed above can be virtualized.
- Enabling will create and conduct a complete test plan, including failover scenarios.
- Enabling will provide administrator training for up to 5 administrators.
- This estimate includes 30 days of support

Client Responsibilities

- Client will install all servers, including OS with available patches.
- Client will provide information about existing network, servers and telephony
- Client will configure firewall(s) and reverse proxy to allow Skype traffic
- Client will install and configure internal MS Certificate Authority if not in place, or client will be prepared to purchase External Certificates from a supported provider.
- Client will ensure that network bandwidth and latency is able to support real-time communications.
- Enabling recommends that client deploy QoS to achieve best-possible voice quality

Out of scope

- Enabling can make no guarantees about call quality. It is the client's responsibility to assure that proper networking, WAN and QoS are in place to support real-time voice traffic.
- Skype Servers not specifically listed above
- Configuration of e911 location-based 911 routing (consulting only).
- Exchange Unified Messaging (integration with the existing UM deployment is included)
- Training documentation
- AD work, or any other work not listed above
- A Disaster Recovery site is not built in to this estimate, only single-site High Availability. (azure as a DR site is not supported)
- Enterprise Voice, Analog lines, Paging system, Door phones, Call centers and other telephony not listed above.
- This estimate does not include first day of service / cutover support
- A separate estimate will be provided for Organizational Change Management services

Server / Hardware requirements

- 3 Skype front end servers
- SQL Backend (3 servers recommended)
- 2 Skype Edge servers
- 1 IIS / ARR Server
- 1 Office Web Apps Server

Server requirements:

[https://technet.microsoft.com/en-us/library/gg398835\(v=ocs.15\).aspx](https://technet.microsoft.com/en-us/library/gg398835(v=ocs.15).aspx)