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WV PURCHASING
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TRIDENT

digital technologies



We have prepared a quote for you

**Managed and Hosted Voice Services - State of West
Virginia**

Quote # 000062
Version 1

Prepared for:

State of West Virginia

Mark Atkins
mark.a.atkins@wv.gov



Monday, November 26, 2018

State of West Virginia
Mark Atkins
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
mark.a.atkins@wv.gov

Dear Mark,

On behalf of everyone at Trident Digital Technologies, LLC. we want to thank you for allowing us the opportunity to provide you a quote for your Managed and Hosted Voice Solution and Services. Included in their respective Packages is the Technical and Pricing proposals.

As part of this Proposal Trident is also including the Women Owned Business Certification that is held by our Voice Partner VirtualTone/SKL Services, Inc. Trident Digital Technologies is a Gold Partner with VirtualTone/SKL Services, Inc. and is submitting this Bid response in reference to: **SOLICITATION NUMBER: CRFP 0212 SWC1900000001**

Trident Digital Technologies provides professional and proactive maintenance service and support for your Voice systems. As part of this quote that we are providing to the State of West Virginia, we will be utilizing our State of the art monitoring, remote management and ticketing system for all Legacy and Managed Voice systems at your location's and remote sites.

Trident Digital Technologies in affiliation with its VoIP partner VirtualTone offers an array of services which take full responsibility for the availability of all components of your critical Voice and call center systems. Our developed methodology combined with a professional team of experts in all disciplines is the definite answer and solution to this challenge.

We are committed to providing you with the highest level of customer satisfaction possible. If for any reason you have questions or comments, we are delighted to hear from you. Please reference your quote via email, mail or by phone Toll Free at 1-833-682-4545.

We will respond to your questions or comments about this quote for your proposed services as soon as possible. Thank you for the Opportunity to serve the State of West Virginia with Hosted and Managed Voice Services.

Stephen Cobb
President & COO
Trident Digital Technologies



Our Team

Corporate Overview

Trident Digital Technologies was founded on the spirit of innovation and out of the box thinking. So, that our client and their needs come first. Our mission is to develop long-lasting relationships with our clients, identify the challenges that they face, design solutions that resolve those challenges and supports their organization's goals and success.

The Trident Digital Technology team is comprised of professionals, who have a combination of more than 50 years experience in Information Technology, Professional A/V and Structured Cabling. At Trident Digital Technologies, we are dedicated to service our customers based on their needs and not a specific manufacturer.

Corporate Responsibility

We have a strong commitment to ethics as it is critical to our long-term success as a company. The message for each employee is clear: any success that is not achieved ethically or done right at first is no success at all. At Trident Digital Technologies, we hold ourselves to the highest ethical standards, and we will not tolerate anything less.

As a company we strive to conduct business ethically, honestly, in accordance with the company's values and Code of Business Conduct (COBC), and in full compliance with all laws and regulations.

At Trident Digital Technologies, we are about the needs of the client, and their budget...not about a box. Because we develop solutions that are outside of the box, and are easy to deploy and support, reducing the Total Cost of Ownership during the life cycle. We challenge you to find another company dedicated to developing solutions to your needs without completely emptying your pockets or costing more than is necessary during the life cycle of the project, or hardware.

▶ Executive Summary



Communication Solution
Summary
The State of West Virginia



▶ Executive Summary

Why Trident Digital Technologies with VirtualTone?

Why VirtualTone?

Government agencies have an increased need for better and more advanced communication systems while dealing with diminishing budgets and legacy IT infrastructures. Like many multi-million dollar companies, government agencies have an increasing need for their employees to access the right information from the right place at the right time to better serve the public.

VirtualTone understands that transitioning the government agencies to a better communication system is necessary to enable a more efficient, mobile workforce to better deliver public services. It is also necessary to give citizens an efficient, streamlined access to governmental services. VirtualTone will turn your agency into a modern, dynamic, and flexible workforce by providing solutions to your challenges with features such as video conferencing, online faxing, call forwarding and many more. VirtualTone also allows agencies to save significantly on service, equipment and labor costs. VirtualTone solutions are hosted in the cloud, so government agencies do not need large amounts of capital or long lead times to deploy and use VirtualTone phone systems, contact centers or unified communications solutions.



Executive Summary

Process Improvement - Feature

System Infrastructure

Managed/Proven

- ▶ Your System is housed in safe environment with redundancy power/bandwidth
- ▶ Your Office Infrastructure can be validated to make sure to handle your voice needs

Features

Open & Expandable

- ▶ We don't limit your features with our services we allow you to use what fits construction industry and your company needs. We also have custom features that allow you to integrate your phone system to other application you currently.
- ▶ Sample Insurance Features
 - ▶ Scalable – Tie you multiple offices or home offices to same solution
 - ▶ Routing – Never miss important call
 - ▶ Mobility– keep all calls one communication system with mobile app
 - ▶ Etc... Over 100 Standard features

Process Improvement

Customer Service with A Plan...

- ▶ Intelligent design allows you to view call metrics
- ▶ Specialized integration with your CRM
- ▶ Integrated Job site Communication using Cell Softphones on your system

Support

US Based Team Support

- ▶ One support call give you access to over 15 years of VoIP experts
- ▶ Transparency – OCD (Obsessed Customer Dedication) you will be notified by email on all aspects of your quickly resolved support journey



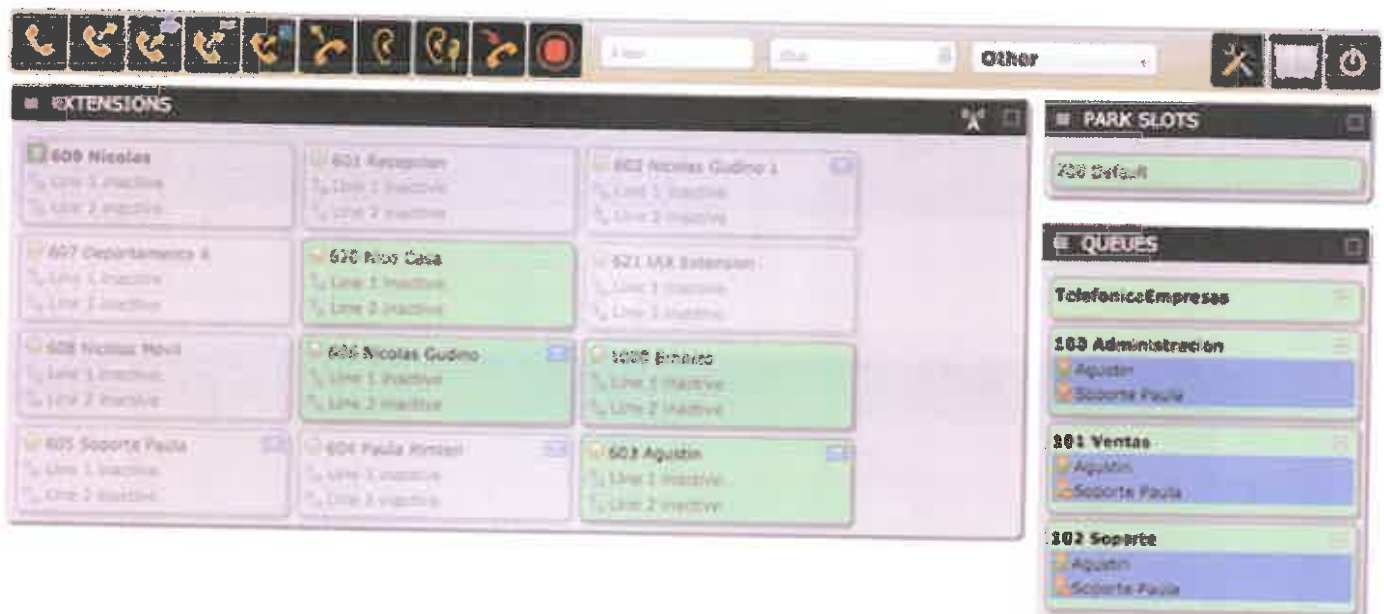
▶ Executive Summary

Process Improvement - Feature

FOP (Flash Operator Panel)

Allows you to see full aspect of the phone system and what is going on with the system. You can watch the full functionality in short Video by clicking on the link below.

<https://youtu.be/a8kNszn7WaU>



Integration with your Process....

Allows you to listen and record any phone traffic, great when training new employees and helping understand who is doing what in a live platform. Internal and External conferencing so you are able to quickly pull field and office people together to discuss customer issues.

For receptionists

Developed with a receptionist in mind. All actions are available within two clicks of the mouse.

- See who is available or not.
- Transfer directly to destination extension, voicemail or external numbers.
- Ability to pickup ringing phones.
- Manage and visualize parked calls.
- Real-time search and filter of extensions (great for big companies with hundreds of extensions).



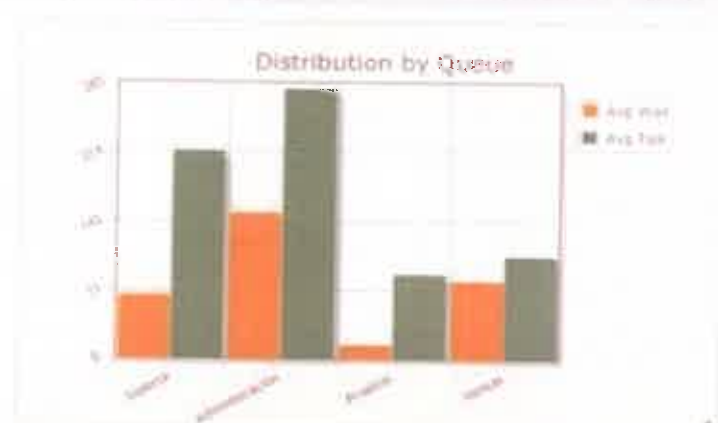
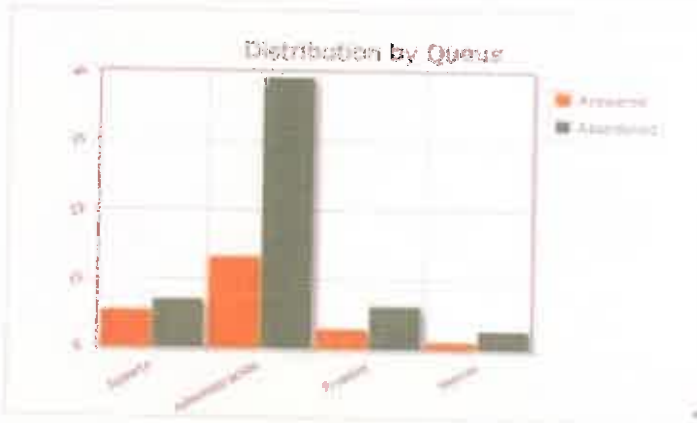
Executive Summary

VTone Queue Metrics

You can run detailed reports on historical and real-time data for all locations from a single portal.

With the user-friendly web-based administration, you can make changes to your call queues and routing as you wish.

Menu	Distribution	Answered	Unanswered	Agent	Search	Realtime	Setup							Logout
	<ul style="list-style-type: none"> Distribution Summary Distribution by Queue Distribution per Month Distribution per Week Distribution per Day Distribution per Hour Distribution per Day of week Distribution by LAC Detailed Distribution Report 	Selected	Unanswered	Abandoned	Transferred	Logins	Logoff	Avg Wait	Avg Talk	Max Callers	% Answer	% Unanswer	SLA	
Queue		15	2	4	0	0	00:01:00	00:03:04	1	20.00 %	79.99 %	90.99 %		
Agent		41	43	0	0	0	00:02:30	00:04:38	2	22.71 %	77.27 %	87.27 %		
Queue		0	2	0	0	0	00:00:14	00:01:27	4	0 %	100 %	100 %		
Queue		0	1	0	0	0	00:01:28	00:01:58	1	0.00 %	100.00 %	100 %		
Total		157	48	20	0	0	00:01:00	00:03:52	2	21.37 %	78.63 %	86.5 %		



Month	Selected	Answered	Unanswered	Abandoned	Transferred	Logins	Logoff	Avg Wait	Avg Talk	Max Callers	% Answer	% Unanswer	SLA
2012-07	157	157	48	20	0	0	00:01:00	00:03:52	2	21.37 %	78.63 %	86.5 %	



Executive Summary

Integration with **your Process....**

VirtualTone will help you tie Queue Metrics into your current CSM software to streamline your business applications. Everything you could possibly need to stay connected to the call volume of your business is right here:

- Call Queue Detail Reports
- Agent Session Detail Statistics
- Call Distribution Queue Statistics
- Track Outcome of Calls
- Answered Queue Call Statistics
- Queue Call Detail Statistics
- Queue Lost Calls Detail Statistics
- Real-time Queue Analysis
- Real-time Agents Interface
- Real-time Visitors Web Statistics
- Inbound Automatic Call Distributor Attempts
- Area Code Breakdown Call Statistics
- And many more!

As organizations seek to reduce costs and improve efficiency, communication processes are not typically factored in the decision points within the process. Most organizations have seen the need for automation within the actual process to reduce burden but don't have the system or personnel to accomplish this task efficiently. We understand your need for visibility of information within the process to manage margins, improve interactions, and produce higher satisfaction.



Technical Summary

Proposal and Project Goals

This Proposal for the State of West Virginia for Managed and Hosted Voice Services includes the information related to the management and maintenance of the existing Cisco VoIP solutions as well as Verizon Business Solutions, and the implementation of the new Managed and Hosted Voice Services over two years of the initial 4 year and possible subsequent 2 2-year extensions. This includes a preliminary description of the plan that Trident Digital Technologies in collaboration with its Voice Partner VirtualTone will provide the State of West Virginia a State of the Art Managed and Hosted Voice Services during the first 4 years of the contract should the State of Virginia choose Trident Digital Technologies to provide the Solution the State has described in CRFP SWC1900000001.

This Proposal will also allow the contract to be used and awarded to implement an additional 10,000 users where traditional telephony services exist. At that time a discovery and planning will be needed to successfully implement and deploy the new Managed and Hosted Voice Services described herein this document for those additional 10,000 phones and/or locations.

Where possible Trident Digital Technologies will integrate any existing technologies that are not end of life or end of service, into the new Managed and Hosted Voice Services solution. If during discovery we find that cannot be done we will work with the Office of Technology or the designated contact for the State of West Virginia to quote any replacement technology and the necessary services or costs of hardware and/or software to integrate an updated solution.

Trident Digital Technologies and VirtualTone's Managed and Hosted Voice Services will be On-Net and connect directly to the Verizon MPLS WAN for the State of West Virginia to both the Data Centers in Charleston and Sutton. Trident and VirtualTone will provide 2 connections to each Data Center with a back up with L3 Communications. As long as the Verizon MPLS, Network switches, Firewalls or other connections to the local Internet connections do not fail, Trident and VirtualTone's Managed and Hosted Voice Service will continue to operate. In the event of a cut in the Wide Area Network each location will have the ability to fail over to the soft phones of the agency or agencies affected. If during the discovery we find that the fail over requirements should also include a 4G LTE Cellular or other option to the local network, as Per 4.2.1.1.3.3 of the CRFP SWC1900000001. A quote will be provided and if accepted by the State of West Virginia will be added as an addendum to the awarded contract.

4.2 Project Goals and Mandatory Requirements

Trident Digital Technologies Network and Systems Engineers have the necessary familiarity and experience with Cisco Networks and is a current channel partner for Ruckus (formerly Brocade), Extreme Networks and Hewlett Packard HPE. We also are a Fortinet Partner for network security. As a result we will be able to provide the network expertise to ensure that the Appropriate configurations are done during the implementation phase to ensure that the network environment will support and is configured to the appropriate VLAN's and QOS for the new Managed and Hosted Voice Services provided by Trident Digital Technologies and VirtualTone.

Trident Digital Technologies will provide support for the Legacy VoIP equipment from Cisco and Verizon, and



Technical Summary

a network discovery analysis and plan for deployment of the new Polycom phones, conference phones and side cars as required for each agency and Call Centers for the State of West Virginia for the new Managed and Hosted Voice Services. Trident Digital Technologies and VirtualTone will work with the State of Virginia upon award of the contract for the Managed and Hosted Voice Services a proposed Operations Plan within 30 days of the contract effective date. Which will outline Trident and VirtualTone's plan for managing, supporting and maintaining the State's current IP telephony infrastructure. This plan will also include a strategy for Trident to assume the duties of the current 4 State Employees and 4 current Contractors.

4.2.1.1.1.1 (4.2.1.1.1.6) Provisions of the State's contract with Trident Digital Technologies for all Application, Hardware, and MACD management, Maintenance & Support

Trident will provide the replacement personnel for IP telephony department during a transition period from the State employees (hopefully Trident will also be able to take on the existing Contractors, if they will transfer from their current employer to Trident) to provide the Daily management, operational support and ongoing maintenance of the State's current telephony environment as listed in Appendix A of the CRFP. Trident will also manage the MACD changes to the State's current telephony infrastructure. Replacement of failed parts where feasible, outdated telephony equipment, or other telephony components. In the event Trident and VirtualTone is unable to furnish the parts or replace equipment, then Trident will begin the migration of the site that is affected to the new Managed and Hosted Voice Services provided by Trident and VirtualTone.

Trident and VirtualTone will also provide 24 x 7 365 operations center support that includes Tier 1 support to receive trouble tickets and onsite operation support for critical failures. One distinct advantage that Trident will provide is its Remote Management and monitoring platform that will provide a system tray icon on the Windows or Mac Desktops to create a support ticket, and also can provide remote support to the desktop client. It will also provide the client on all Legacy VoIP servers to provide monitoring 24 x 7 365 real-time monitoring for Server failures which will allow Trident to be proactive in its monitoring and support. All Desktop clients will also be put in a managed service plan that will provide for operating system patches, antivirus and malware updates and to ensure that the desktop environment is compliant operationally, as well as desktop support and control and or chat sessions to support the end user with the Managed and Hosted Voice Service during and after training on the new system. The Managed Service plan will be part of discovery and designed specifically from the discovery process for the State of West Virginia.

4.2.1.1.1 State of West Virginia Duties

A. Management of the State's LAN/WAN Network Infrastructure

B. Ordering, disconnecting and billing services

Trident and VirtualTone Experience and Expertise

Trident Digital Technologies employees and Engineers along with Virtual Tone's employee's and Engineers provide a wide range of experience from Department of Defense, Higher Education, Call Centers, Commercial, Government and Corporate clients that span over 65 years of combined industry experience in Telecom, Network, Integration, Design Build, VoIP and much more.



Technical Summary

The partnership between Trident Digital Technologies and VirtualTone will provide the State of West Virginia with the very latest in Managed and Hosted Voice Services as well as, the expertise to partner with the State on all of its Technology needs. Trident and VirtualTone's Project management teams has the experience to manage from small office to large enterprise deployments and integrate a variety of technologies, giving us the unique advantage to be a value added partner for the State and its related agencies. During the initial 30 days after award, the Trident/VirtualTone Project Management team will due its due diligence and discovery of the infrastructure and perform a Project analysis in tandem with the State's designated contacts to design a project plan that we will implement over the following 24 months that will have daily ramp periods during the first 30-45 days and adjust to a complete Management plan for the existing VoIP deployment and how we will ramp up and execute the new Managed and Hosted Voice Services Solution. Working in Tandem with the existing and new operations management team established during the transition from State employees to the Trident Engineering and support staff. Establishing the modifications to the Managed Service Plans Service Level Agreement for the State.

Vendor Duties - Operational Plan Summary

After the initial 30 days after the contract award and the initial Operations Plan is in place, Trident will work with the designated contacts for the State and the Trident Management Team to finalize the Final Operations plan for the Managed and Hosted Voice Services deployment 60 calendar days after the Contract effective date and scheduling the appropriate meetings, making changes after State input and meeting the deadlines.

4.2.1.1.1.4 Management of the Legacy IP Environment and Vendor Experience

The expectation is that within 90 calendar days of the Contract effective date Trident/VirtualTone will be fully managing the State's Legacy environment including all sites for the State wishing to adopt the new services have been migrated to the new Hosted VoIP solution.

Trident will work to replace any failed parts where feasible, outdated equipment and other components related to the telephony infrastructure. At this time, a discovery and analysis will need to be done per site prior to transition to the new Voice service to ensure the network infrastructure and cabling will support the transition to the new Managed and Hosted Voice service.

Trident will also set-up mutually agreed upon standing meetings with the State to address concerns, changes, service interruptions and project progress.

Trident will also alert the State points of contact after being notified of any service interruptions, in writing that exceed sixty (60) minutes. Trident will provide updates to the State every sixty (60) minutes thereafter until the issue has been resolved and all operations have returned to normal.

4.2.1.1.1.2 Trident Digital Technologies Experience

Trident over the last 4 years has been working on providing the latest technologies including managed services for the clients that have the need for a complete managed solution among its many other expertise, products and services.

Four years ago Trident Digital Technologies proposed and won the opportunity to become the Outsourced IT



▶ Technical Summary

Department of Technology for Dallas Christian College. Trident worked initially to take over the Student workers who worked for the College during the transition and during the initial 45-90 days did a complete evaluation of the existing departments operations, the IT and Pro Audio Video Infrastructure, Vendors the college had for Managed Print Services, Phone Service, Internet, VoIP on Premise solution from Shoretel, Cable, Cellular, Access and Control etc. During that time we discovered a way through contract negotiations and MACD processes and creating an inventory of devices needing repair such as operational and non-operational equipment and infrastructure. This led to a cost savings to the college roughly \$30,000 annually through restructuring or changing services, or changing service plans etc. By month 7 we also changed a problematic Internet Service Provider, and negotiated pricing for increasing the bandwidth from 100 Mbps to 1 Gbps, increasing the availability for their internet service and PRI/TollFree services and POTS lines for the college. This resulted in increased end user and student satisfaction. During that time we also deployed our new PSA Management tool which allowed us to implement a service Ticket system for the college to help track and manage the colleges infrastructure and assets. This Client relationship has evolved over the first 3 years of the contract, including adding a RMM (Remote Management and Monitoring solution during year 2). As of July 1, 2018, the college has signed another 2 years outsourced Technology Department agreement with Trident. We have periodic and sometimes weekly meetings with the VP of Finance and Operations with the College to ensure that we keep the college compliant with all State and Federal laws, as we continually work with their budget to update, manage and upgrade their technology as needed. We have positioned ourselves as the premier partner and consultant on new technologies and methodologies that the college needs in Technology as well as Best practices, policies and procedures.

Trident Digital Technologies with its VoIP partner Virtual Tone caters to all businesses from enterprise level call centers to small and mid-sized businesses. Our mission together is to provide the State of West Virginia with the highest quality communication solutions without pain and discomfort. VirtualTone serves clients in numerous industries, with experience in insurance, Legal, Government, Construction, Oil & Gas, Hospitality and Manufacturing. Together Trident Digital Technologies and VirtualTone will ensure we exceed your expectations, from managing your existing Legacy IP infrastructure, to implementing and servicing your new Managed and Hosted Voice services with the support and expertise second to none.

4.2.1.1.1.3 (includes 4.2.1.1.1.4-4.2.1.1.1.5) Formalized Operations Plan

Trident Digital Technologies in conjunction with the State of West Virginia will formalize and agree upon a proposed Operations Plan within 30 calendar days of the contract effective date. Outlining Trident's plan for managing, supporting and maintaining the State's current IP telephony infrastructure through discovery and site walk through visits when possible to accurately and efficiently ensure Trident has a clear picture of the work ahead. Trident will work with the State and request any plans, diagrams or as built drawings of each site and its infrastructure that supports the IP telephony infrastructure for each department and agency of the State. Trident will as part of the Managed and Hosted Voice service will update drawings and infrastructure during the implementation phase of 24 months.

This plan will be finalized within 60 calendar days after the contract effective date with scheduling the appropriate meetings, adjusting the plan with the State's input and then putting a schedule together with the communications, benchmarks and timelines set up in the Project Management side of Trident Digital Technologies integrated management system. This will be part of the value added part of Trident's Managed Services platform. The State designated contact(s) and resources will receive updates in our portal for the State of West Virginia as well as email updates with time spent, with a time and date stamp and various progress reports to keep all involved up to date and communicated with as progress or any delays that may occur.

4.2.1 Goals and Objectives to Support the State of West Virginia's Legacy IP Environment



Technical Summary

As part of Trident's plan to support the State of West Virginia's Legacy IP Environment, we are including our State of the Art Support, Remote Management and Monitoring system. This will allow Trident to exceed the project expectations and provide something the competition may not even offer or think to offer the State to support the Legacy IP Environment. Our state of the Art system has a client that can be installed on all 48 Voice servers and all Desktop workstations that will have the Desktop Voice solution installed as well as an optional Mobile Device Management Option (the MDM can be added as an optional amendment to the contract if the State of West Virginia so desires).

Our remote monitoring and management solution will enhance the personnel onsite, giving them the tools to not only monitor the voice servers and the desktop voice environment, but it will also allow us to provide regular maintenance and support services that are performed in the background so, it will not disrupt the State's employees and workflow. This will include patches for Windows, Apple Mac, Windows and Linux Server. Customized reporting provides complete visibility into your network health and Voice assets, allowing for timely budgeting of expenses. All maintenance will be performed during off-peak hours to minimize disruptions to your network.

Technical Support Services from Trident will ensure the State's employees and Agencies will receive fast, secure, remote or onsite technical support. Our built-in help desk ticketing system and on-demand tunnel vision streamlines technician response time for quick and efficient resolution of all support issues.

4.2.1.1.2 Transition from the State's Legacy IP Environment to the Hosted Solution

Trident Digital technologies in partnership with Virtual Tone will have the entire hosted solution ready for operation within 60 calendar days. Trident will work with the State to do site preparation and coordinate services to implement the turn-key solution at the various State locations, including simultaneous deployments to the our Hosted solution. As the plans are approved by the State, Trident will put the phased project plans into its Project Management system and coordinating with the State resources to complete the deployment and implementation of the new VoIP phones at each agency and or location.

4.2.1.1.2.2 Trident's Duties:

Trident in collaboration with the State will create a Statement of Work for each site as follows:

- A. Gather the site's end-user data in order to get the site ready for the Trident/VirtualTone Hosted solution
- B. Provide the State a list of equipment/specifications needed for site readiness, including cabling infrastructure requirements from the Trident Project Management Team
- C. Conduct a review to move, at a minimum, the existing telephony system to the new environment
- D. Provide the State with the necessary ordering information for the TCR's
- E. Provide the State all the data and information gathered under the scope of the contract and provide copies of all configuration files gathered as part of the contract. We will provide the information to the State in the manner negotiated with the State upon award, and provide information upon request in an Excel or CSV format. Trident will also have a complete inventory maintained in its Support system that Trident uses to support the State contract.
- F. Trident/VirtualTone will Configure, tag, label and drop-ship the phones to each site based upon the plan determined through discovery and the Operational implementation plan agreed upon from with the State.



Technical Summary

4.2.1.1.2.2 State of West Virginia Duties:

- A. The State will confirm site readiness
- B. Coordinate between the Agency, Trident and other applicable parties
- C. Purchase, Configure, update and refresh network hardware (Be aware that Trident is a Channel Partner with Ruckus Networks formerly Brocade, Extreme Networks and HPE and can provide the State with competitive pricing and services for Network and related hardware including Structured cabling and certification with our Fluke and NetScout Network tools).

Trident will manage the entire project process with its Project management and Project ticketing system, which is separate from the Support and managed service side of its management platform. All metrics agreed upon by the State and Trident will be loaded into the Project system and manage the Trident Team and appropriate resources for the State of West Virginia.

4.2.1.1.3 Hosted Voice Services

Trident/VirtualTone will provide the state a redundant, On-Net, reliable, customizable and scalable UCaaS solution providing hosted voice-over-IP (VoIP) services for an estimated 10,000 employees throughout the State.

4.2.1.1.3.1 Voice Packages

All of the packages which will be detailed in the pricing portion of our bid to the State. They meet or exceed the requirements listed in the CRFP for Managed and Hosted Voice Services.

Taxes and Universal Service Fund are estimated base on current rate actual rates may vary.

4.2.1.1.3.2 Handset Options

All handsets will be listed in the Pricing portion of the Bid response from Trident Digital Technologies with the required options from Polycom.

4.2.1.1.3.3 Disaster Recovery and Failover (Also includes 4.2.1.1.3.5 - 4.2.1.1.3.6)

Trident Digital Technologies and VirtualTone's Managed and Hosted Voice Services will be On-Net and connect directly to the Verizon MPLS WAN for the State of West Virginia to both the Data Centers in Charleston and Sutton. Trident and VirtualTone will provide 2 connections to each Data Center with a back up with L3 Communications. As long as the Verizon MPLS, Network switches, Firewalls or other connections to the local Internet connections do not fail, Trident and VirtualTone's Managed and Hosted Voice Service will continue to operate. In the event of a cut in the Wide Area Network each location will have the ability to fail over to the soft phones of the agency or agencies affected. As long as the internet service for each site is not interrupted, then there will not be a failure of the site Voice services. If however, during discovery we find that the fail over requirements should also include a 4G LTE Cellular or other option to the local network, as Per 4.2.1.1.3.3 of the CRFP SWC1900000001. A quote will be provided and if accepted by the State of West Virginia will be added as an addendum to the awarded contract.

4.2.1.1.3.4 Station to Station Calling

As we have previously stated Trident's Voice solution with VirtualTone will support station-to-station calling and it will remain "on-net" with the State's Private Data network. We have mentioned how this will be accomplished in several sections in this bid response.



Technical Summary

4.2.1.1.3.7 Secure calling with the Hosted Voice Solution - Included for all sites

Trident's solution for Voice services with VirtualTone regardless of size will provide the State with Secure and seamless connectivity to securely transmit sensitive data. Additionally, if necessary firewalls for the 100 small sites may be needed in order to provide security and QOS for the sites, if they do not exist today and that is unclear in the CRFP and question phases. We have provided an estimated cost to secure those sites and it is possible that through discovery and planning with the State and Trident/VirtualTone may need to amend the pricing or cost through a change order or addendum.

4.2.1.1.3.8 Caller ID is provided with the Hosted Voice Service Solution

4.2.1.1.3.9 Hosted Voice Services unlimited local and nationwide calling is included and detailed in the Pricing portion for the State. A Post award discussion should be done to discuss pricing as on a usage basis vs. an unlimited basis to reduce the State's cost.

4.2.1.1.3.10 International Pricing is included for Mexico, Canada and Jamaica as requested with the applicable rates in the Pricing Portion of the bid

Trident/VirtualTone will provide an appendix for the international calling rates for all countries, and provide the changes quarterly if rates have increased as allowed by the State.

4.2.1.1.3.11 Comprehensive Site Coverage

The State's Hosted solution will be connected to the redundant fiber connections to the internet which will connect to the PSTN network providing comprehensive coverage for local and long distance calling.

4.2.1.1.3.12 Load Balancing

VirtualTone will have dual media gateways balancing the traffic to their dedicated hosted voice solution.

4.2.1.1.3.13 911 Call Delivery

VirtualTone will provide e911 for PSAPS which is different than the standard 911. All phones will be identified by location and placement to further enhance the e911 information provided. Any moves or changes to phone locations will need to be documented and changed and or removed from the e911 information.

4.2.1.1.3.14 Hosted Voice Solution meets or exceeds all industry standard protocols G.711 (uncompressed), G.729 (compression) and T.38 (fax)

4.2.1.1.3.15 The Hosted Voice solution has the ability to scale simultaneous call with an authorized purchase order and appropriate pricing to be presented to State for approval.

4.2.1.1.3.16 IPv4 Addressing

There are no specific IPv4 addressing requirements as the Polycom phones come pre-configured and will be plug and play. There are no specific protocols or networking requirements other than removing the ALG settings in the firewall and or some QOS settings in the network switches if necessary.

4.2.1.1.3.17 Hosted Voice Solution meets all Quality and Reliability standards.

4.2.1.1.3.18 Hosted Voice Solution integrates with Unified Messaging Requirements

The hosted voice solution will integrate with Microsoft Office 365, and all that will be needed is the end users State email address and this will be done during the site preparation for each site.



Technical Summary

4.2.1.1.3.19 Paging and Notification

Trident and VirtualTone's hosted voice solution can integrate with paging and notification. Additional discovery will need to be done with the State upon award to see what solutions the State is currently using or if Trident and VirtualTone will need to provide a newer or updated solution to meet the requirements for the State. The desire would be (unless the existing solution is out of date or End of Service or End of Life) to utilize the existing infrastructure and add the necessary interface to be compatible with the existing infrastructure where possible. It is unclear with the Current CRFP if additional hardware will be needed per site or just for the Data Centers. We are including what we believe may be necessary, but Trident/VirtualTone and the State may need to amend the contract post award or award additional hardware, service or integration services depending on the outcome of the discovery. There is not enough information discovered through the CRFP and question phases of the RFP. We have given a price per site based on what we suspect, if that is not accurate or will require a change this will result in a change in cost which would result in an addendum post award and discovery with the State, as well as when an agreed solution is determined and scoped.

4.2.1.1.3.20 We offer multiple console management solutions

This will need to be part of the discovery for appropriate pricing to be presented to State for approval depending on the best fit for the State.

4.2.1.1.3.21 Recording

Trident and VirtualTone are providing for a recording solution. If the State desires a third party option to integrate with the Hosted Voice solution from Virtual Tone, this will require additional discovery and would be outside the current scope and pricing. This would need to be an addendum to the contract being proposed or as a separate contract for integration services, as it is unknown what will be needed to address this option.

4.2.1.1.3.22 State owned IP telephony handsets

Based on the information provided by the state with regards to the IP telephony handsets it owns, most or all locations have handsets that are End of Life or End of Service and will need to be replaced. Since the hosted solution also intends to exceed the voice quality and performance of the current solutions from Cisco and Verizon. It will be necessary to upgrade all the current handsets to the new Polycom options we have provided in the Hosted Voice pricing portion. We are also prepared to offer the State a compensation for the old handsets as part of our Pricing portion. That credit for the old handsets and equipment will be disclosed in the Pricing portion of the bid response.

4.2.1.1.4 Hosted Contact Center Services

The initial implementation services, per site cost cannot be determined accurately based on the information received in the CRFP, related addendum's and the two question responses from the State. As such, we cannot determine definitively the cost per site as each site will be varying in scope, size and services and/or numbers/phones needed. This will need to be an addendum post Award during the planning and discovery phase. At this time we have given an average, but this will need to be clarified during discovery.

4.2.1.1.4.1 -Contact Center management QM make part of discovery what is the software to integrate with?

4.2.1.1.4.2 Our solution will consist of a primary site in Virginia and a redundant site in Texas. Both systems will have dual bandwidth feeds for redundancy and the connection to the Verizon MPLS circuit. Both systems will be diversely connected to the PSTN network across major geographic locations fail-over. The solution will include 88 TB for recording space, these will be mirrored to the redundant site as well.

4.2.1.1.4.3 - QueueMetrics

QueueMetrics is a highly scale-able monitoring and reporting suite that addresses the needs of thousands of contact centers worldwide and offers a broad range of integrated benefits:



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- Supports unlimited agents, queues and campaigns.
- Compute over 180 metrics for calls, traffic, sessions.
- Single and multiple reporting for queues/campaigns.
- Weekly activity breakdown in days, hours.
- Measure business targets against SLAs.
- Measure staff performance on ACD/nonACD activities.
- Customizable QA forms for live/recorded call grading.
- Complete performance reports by agent and by queue.
- Listen to live/recorded calls also on multiserver setups.
- Export reporting data to MS Excel, CVS, XML.
- Detailed realtime activity reporting with definable alarms.
- Listen to live calls remotely.
- Available real-time Wallboard mode.
- View agent screens via VNC screensharing server.
- Restricted Visitor mode for external inspection.
- Add/remove agents directly from Administrator screen.
- Available extension module Agent Awareness (AGAW).
- Integrated WebRTC Softphone

QueueMetrics Icon Agent Page, the innovative and minimalistic interface where agents can operate all their call-center functions with only one control icon.

Call center managers and professionals benefit from the performance analysis provided by call-center software suites like QueueMetrics and monitoring is a critical component of all modern call-center CRM. It helps call-center professionals and customers have pleasant, effective experiences while solving issues. It also boosts consumer's confidence and company's reputation.

Call-center monitoring is an efficient and professional means of ensuring top notch service and guarantee customer loyalty, helping companies to:

- Grant a consistent level of customer service
- Elevate candidates who are eligible for advancement
- Pinpoint areas of concern/success
- Focus on issues such as call conversion and customer retention
- Record conversations and evaluate performance and identify directions for improvement

4.2.1.1.4.4 - We will provide 88 TB of storage. Additional information and discovery will be needed to price further and accurately. This may result in a change order or addendum with

4.2.1.1.4.5 Predictive Dialing Campaigns

Trident/VirtualTone will include the dialer with our hosted solution. More information will be needed in the discovery on use and application. The discovery and set-up/training will be done post award



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4.2.1.2 Security for Trident/VirtualTone's Hosted Solution

All Hosted voice services are protected by VirtualTone Firewall's and the clients onsite handsets would be protected by local firewalls owned by the State.

4.2.1.2.2 Policies and Procedures for conducting sub-contractor assurance

All sub-contractors if utilized will have a requirement for a background security check of the potential sub-contractor(s), a resume with references will be required as well as, any certifications, licenses, bonding, and insurance that may be required to perform the work required. All sub-contractors who cannot pass a background security check or that have prior felony convictions that would preclude them from working for the State, will not be allowed to sub-contract for Trident Digital Technologies, LLC. or VirtualTone/SKL Services, Inc.

4.2.1.2.3 Cyber security and Privacy Management Program

This will be detailed after award has been given and discovery has been completed and discussed with the State to ensure that the Cyber security and Privacy program meets the State's requirements.

4.2.1.3.1 Service and Support of the Hosted Voice Solution

Trident and VirtualTone will also provide 24 x 7 365 operations center support that includes all levels of tiered support to receive trouble tickets and onsite operation support for critical failures. While ensuring that the telephony and contact center systems for all State Agencies are available and all critical operating services are available.

One distinct advantage that Trident will provide is its Remote Management and monitoring platform that will provide a system tray icon on the Windows or Mac Desktops to create a support ticket, and also can provide remote support to the desktop client. It will also provide the client on all Legacy VoIP servers to provide monitoring 24 x 7 365 real-time monitoring for Server failures which will allow Trident to be proactive in its monitoring and support. All Desktop clients will also be put in a managed service plan that will provide for operating system patches, antivirus and malware updates and to ensure that the desktop environment is compliant operationally, as well as desktop support and control and or chat sessions to support the end user with the Managed and Hosted Voice Service during and after training on the new system. The Managed Service plan will be part of discovery and designed specifically from the discovery process for the State of West Virginia.

Trident will hold regularly scheduled meetings, and/or calls to discuss Architecture, Design, Implementation, Ordering and Billing, Service and Support and Project Management. All scheduled standard meetings will be scheduled in the Trident Management system and will be documented, amended and communicated to the appropriate State Point of contact and resources as required. All documentation, changes etc. will be documented and updated via the Project or Service Support systems.

4.2.1.3.3 Engineering Points of Contact

Trident will contact the State's engineering points of contact by phone within 30 minutes of a Vendor network outage that affects multiple sites on the State's network. This verbal notification should be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to prevent a recurrence.

4.2.1.3.4 Written Notification

Trident will provide written notification of ten (10) business days or more in advance of any planned upgrades, modifications, etc. that may affect the State's customers to the State's engineering points of contact. After discovery and review of all the current Legacy IP telephony equipment and software a plan will be drawn up for all planned maintenance processes.

4.2.1.3.5 Emergency Maintenance Notification

Trident will provide notification of three (3) business days or more in advance of emergency maintenance. A Plan will be determined and approved post award of the contract between the State and Trident.



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4.2.1.3.6 Trident will notify the State a 72 hour notice before arriving at a site and we will comply with all State law's and Agency policies.

4.2.1.3.7 See 4.2.1.3.1 regarding Support. Trident will work with the State after award to discover the best processes and support policies tailored to the needs of the IP telephone department.

4.2.1.3.8 Documented support and escalation structure

Trident and Virtual Tone have laid out and described the Service Level Agreement proposal in the Managed Service Proposal section of this proposal and this process and SLA (Service Level Agreement) process which exceeds the severity levels described by the State.

4.2.1.3.9 Service, Change or Disconnects

Trident has described its Management platform, that will be included in the Proposed Managed portion of the proposal in section 4.2.1 and others. This platform has a ticketing system for the State, employees and Agencies to easily submit, email or call for support. Once a ticket is submitted the end user or point of contact for the State will receive a reply with the ticket # and the expected response time (If there is no one assigned immediately, our system is set up to escalate within 1 hour with notifications to all levels of support and management). Every communication is documented with time worked, notes, priority and is date and time stamped. When a ticket is submitted screen shots or attachments with additional information can be communicated. In turn, our support staff at all tiers can attach screen shots, files etc to share with the end user or State point of contact. Our support staff can also remotely and securely connect to each end user as Trident will use its remote management tools as part of the Managed Service plan for the Hosted and Managed Voice service.

All forms or data elements required by the State can be attached to the support request via the ticket/support system to include the TCR (Telecommunication Change Request) utilized by the State, which will include all pertinent information. Additional discovery, planning and discussions with the State will be done during implementation and beyond to ensure all processes are followed, improved where it can and on schedule/time as required by the State.

4.2.1.3.10 Learning Management System (LMS integration/support)

The State maintains a Learning Management System for training purposes and Trident with VirtualTone will provide training information, video's etc. to be uploaded and utilized by the State for the initial Train the Trainer session (s) and that will be documentation/reference materials that can be distributed to and used by end-users. All material will be updated as necessary. Trident will also provide a Knowledge base system in the portal section of Tridents Ticketing and support system provided to the State that is updated based on actual support tickets and their resolutions which is a searchable option withing the Trident Support Portal.

4.2.1.3.11 Hourly Training rates - provided in the Cost proposal portion of our bid response

All onsite training or rates for support outside the scope of the Statement of Work and this Contract are listed in the bid proposal and will be provided with the additional plans and contract post award that are agreed to by the State.

4.2.2 Mandatory Project Requirements

Trident will provide a comprehensive operations and support plan to ensure continued operations, MACD needs, turnkey technical support to allow for the support of the needs of the State with its Legacy IP environment during the implementation and conversion period. Trident will also, at the State's discretion, migrate any site to the hosted solution at the pricing agreed to as described in the Cost proposal of this bid response.

All data gathered as part of the Scope of the contract will be provided to the State and/or will return information the State provides as this will be considered property of the State.

Trident and Virtual Tone will provide support for local fail over and/or survivability services, if required by the Agency and is



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describe in multiple places in this Technical section of the bid response. The VirtualTone Hosted Voice services will be redundant to both the Charleston and Sutton Data centers, all numbers can fail over to the soft phone system and additional existing and new services will need to be part of the discovery if they are not covered under this bid response.

4.2.2.2.3 Hosted Voice Services local Telephone numbers in West Virginia

Portability will be requested and the necessary forms will need to be signed and submitted post award. Portability is where VirtualTone will request transfer of ownership of the State's existing ANI and DID numbers, including Local, fax and Toll Free to VirtualTone which is a transfer that allows the State to continue with the same numbers on the transfer from the losing or incumbent provider to VirtualTone. Portability typically takes about 7-10 business days to complete. However, the losing carrier/provider can take 2-4 weeks in some cases. If the requests are rejected by the losing/incumbent carrier for any reason, and have to be re-filed and submitted, this will slow this process down considerably. Prior to Portability and to begin transfer to the new system. Trident/VirtualTone with the State's authorization can set up a local number in West Virginia that the designated numbers currently can be forwarded to for testing. This will allow for a quick and easy transition from the old Legacy IP telephone system to the new which is not dependent on the physical transfer of the numbers. This will temporarily be a dual transport of the number from the old carrier to the temporary number Trident/VirtualTone will provide for testing and ensure no interruption in service. Once the incumbent/losing carrier allows the transfer to VirtualTone the State will be notified. This is a seamless transition that should not interrupt the transfer to the new system. The only possibility is a overlap in billing from the old provider/carrier to VirtualTone if there is a delay in transfer of the numbers to VirtualTone.

Please Note - Due to the nature of the FCC regulations that control the process of porting numbers, we cannot force the losing carrier to approve the port request, nor can we take the number from the losing carrier without permission (this action is called "slamming" and is illegal). The entire process of porting a number is governed by the speed with which the losing carrier processes the request and responds back to the new carrier (VirtualTone). We have to wait for the losing carrier to approve the port request and release the number to us, on the date that the losing carrier chooses.

The State did not provide all numbers to be transferred and needing to be ported as requested in the Question period of the bidding process. As a result we could not determine the porting fees that will need to be charged. As a result this cost cannot be included in the bid process due on November 27, 2018 and will need to be done post award once a list of numbers needing porting is discovered as an addendum to the awarded Contract.

4.2.2.2.4-16 VirtualTone meets or exceeds all of the items described in the CRFP for this section and any fees mandated by the Federal Government or Public Service Commission will be complied with and will work if necessary to any changes in those fees with its review process with the State.

4.2.2.3 Hosted Contact Center

VirtualTone's Hosted Solution will support the State's ACD (Automatic Call Distribution), CTI (Computer



Technical Summary

telephony integration), Call control, E.164 for international calling, Interactive Voice Response (IVR), Voice Recording, High Availability with load balancing and built-in redundancy. Trident/VirtualTone will provide Train the Trainer sessions for all Hosted Contact Center Roles - Administrator, Supervisor and Agents by VirtualTone's certified trainer/Engineer.

4.2.2.4 Security

VirtualTone/Trident's Hosted Voice Solution exceeds the requirements in the section, including HIPAA, FISMA, NIST SP, FERPA, CHS, PCI-DSS, FTI, CMS, providing where necessary all the additional encryptions and transport required for the Hosted Voice system.

A Cyber risk management plan will outline the process by which, cyber risk management activities are conducted to identify, assess, communicate and manage shared cyber risk between the State and VirtualTone/Trident. Some of this will need to be done on an Agency or site basis including additional discovery and discussions with the State. All of this will be agreed upon and detailed as necessary as part of the Operation plan of this project post award. This will include an incident management plan that is aligned with the NIST SP 800-61 rev2, whereas both the State and VirtualTone/Trident must mutually approve. A complete scope, responsibility matrix, communications plan, procedures and deliverable's associated with the cyber incident response, and any other reporting, sharing of intelligence between the State and VirtualTone/Trident.

Additionally, an Audit Management plan will be designed to assist the State with conducting internal and external compliance audits when the hosted solution is within the audit scope. It will adhere to all items listed in 4.2.2.4.7. Trident/VirtualTone has either already described in previous sections or the final plans will be laid out after the contract has been awarded.

4.2.2.5 Service and Support

This was covered in 4.2.1.3.1 Service and Support of the Hosted Voice Solution, and Trident will assign our Senior Engineer and Project Manager to the account. Upon award and the completion of discovery, Tridents Project Manager will provide a high-level Project management plan including all the key components, Charter, Scope, Project tracking through Tridents Project Management system and all work related to the project that will exceed the requirements of the State and industry standards.

4.2.2.5.3 The Trident Project Manager will track, report via our Project Management system which is communicated in writing via email with all time, issue tracking, budget, risks, specified performance indicators and other metrics determined appropriate throughout the life cycle of the Project and each site implementation.

All work will be accomplished via the TCR procedures and Tridents Project and Support Ticket Systems.

4.2.2.5.5 Billing



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VirtualTone and Trident will work with the State to comply with all items stated for this section and subsequent sections 4.2.2.5.6-4.2.2.5.9

4.2.2.5.10 Early Termination

This section will need to be discussed as their will be leases of equipment and hardware involved in this section, that VirtualTone and Trident cannot comply with due to legal and ethics compliance. The vendor cannot just transfer ownership of all leased equipment at no cost to the state if those lease terms are not complete should it become necessary for the parties herein to terminate their relationship prior to the hardware being purchased and/or paid off. The reason for this is compliance with a legal contract that the State will have agreed to as part of the hardware that Trident and VirtualTone will provide as part of the Hosted and Managed Voice solution.

4.3 Additional Qualifications and experience Trident Digital Technologies and VirtualTone/SKL Services Inc.

Hosted Call center examples

Interpreter Call Center - For over 18 years, WorldWide Interpreters has been providing on-demand phone interpretation to local governments, hospitals and businesses across the United States. We've worked with clients across 21 states and continue to expand into new areas each month.

Our interpreters and translators are U.S. based and are located across 31 states. Our quality control and interpreter standards ensure that our staff meets or exceeds industry-level certifications through company certifications and national certifications. Many of our interpreters also hold specialized certifications in areas such as medical terminology and court interpretation standards.

James Villarreal wanted a robust scale-able call center solution for his on-demand phone interpretation with call center metrics to have the insight to grow customer satisfaction and increase the availability for a more versatile mobile workforce.

<https://www.worldwideinterpreters.com/>

James Villarreal

(713) 941-1911

Eye-wear Call Center - FramesDirect.com is an international online eye wear retailer. The company sells eye wear products such as eyeglasses, sunglasses, and contact lenses through its website. FramesDirect.com sells designer and brand name eye wear products with over 110,000 models displayed on its website.

FramesDirect.com was founded by 2 optometrists in Houston, TX in 1996 - we were online before Google! The founding doctors Cooper and Hodgson were passionate about setting the highest standard for prescription eye wear online. In 2008, the company moved to Austin, TX. Since then we have continued to grow, with well over 1 million happy customers.

Dr. Cooper wanted the ability to see the business as it was happening live and create a mobile call center.

When moving to Austin in 2008 the company was able to move the entire call center over the weekend to the new location without any downtime.

Rinku Shah

(713) 914-0011



 Technical Summary

Retail Carpet customer service and sales call center CAP Carpet, Inc. is the nation's 14 largest flooring retailer. We are a second generation, family-owned business which has served our markets since 1967. CAP currently comprises five brands, with products that can be seen in everything from homes and health care settings to offices and even private jets.

Consolidate a communications solution across all lines of business for better cost control and reduced vendors.

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

Burke Jones

(316) 262-3400



Managed Service Proposal

Purpose of the Managed and Hosted Voice Services - Service Level Agreement

The purpose of this Service Level Agreement is to propose an arrangement between Trident Digital Technologies, LLC (herein the provider) and **State of West Virginia (the client)** to deliver Managed and Hosted Voice Services, outsource management, services, design, including all levels of support, and at an agreed-upon cost. This document is intended to provide details of the Managed Service and VirtualTone Service Level Agreement (Agreement) for all covered onsite and remote support services to **State of West Virginia**. This Agreement will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications, design, hardware and services into the support portfolio provided to **State of West Virginia**.

Trident Digital Technologies/VirtualTone Service Level Agreement - Hosted Voice Services

This Service Level Agreement (the “SLA”) is between VirtualTone/SKL and its customers (the “Customer”) who execute Service/Customer Order Agreements (the “COA”) for the purchase of certain services (the “Services”) as identified in the COA; said COA is incorporated herein by this reference. VirtualTone/SKL and Customer may be referred to individually as “Party” or collectively as “Parties”.

I. Overview.

This SLA, along with the VirtualTone/SKL Support Structure (the “Support Structure”), located at <http://www.VirtualTone.net> and <http://www.sklservices.com>, and the VirtualTone/SKL Terms and Conditions (the “Terms and Conditions”), located at <http://www.VirtualTone.net> and <http://www.sklservices.com>, and both incorporated herein by this reference, describes VirtualTone/SKL’s target network performance and service level metrics for the Services identified in Customer’s COA. By executing the COA, Customer agrees that he or she has read this SLA as instructed in the COA, and that this SLA constitutes the entire agreement between VirtualTone/SKL and Customer as to performance levels or standards, except as provided in writing and executed by both Parties.

II. Definitions.

- a. **Data Services** – Services purchased from VirtualTone/SKL for traditional internet usage, including Services described as dedicated internet (“DIA”), point-to-point (“PP”), private line, frame relay, multi-protocol label switching (“MPLS”), Ethernet, digital subscriber line (“DSL”), or satellite.
- b. **Monthly Recurring Charges (“MRC”)** – the charges billed by Trident Digital Technologies/VirtualTone/SKL to the Customer each month for provided Service, exclusive of usage fees, taxes, and other non-recurring charges.
- c. **Service Outage** – an unscheduled period during which the Services are interrupted and not usable.
- d. **Service Degradation** – an unscheduled period during which the Services are available but do not perform as defined herein, in the Support Structure or in the Terms and Conditions, including, but



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not limited to, circuit bouncing, call quality issues, or latency.

- e. **Trouble Ticket** – a record of a Service Outage or Service Degradation and its subsequent resolution, as recorded by VirtualTone/SKL; Trouble Tickets are initiated by the Customer calling Customer Care at 888-755-6864 option 2 or 281-756-9800 option 2, by e-mailing support@sklservices.com, or by opening a ticket through the Customer’s portal at <http://www.sklservices.com/portal/>.
 - f. **Trouble Ticket Number** – the unique VirtualTone/SKL number assigned to a Trouble Ticket.
 - g. **Latency** – the average time for internet protocol (“IP”) packets to travel over the underlying carrier’s network, presented in milliseconds and calculated as an average for a given calendar month.
 - h. **Mean Time to Respond** – the length of time between the Customer opening a Trouble Ticket and the Customer receiving acknowledgment from a VirtualTone/SKL engineer of the ticket; this time is calculated as an average of all response times for the Customer’s Trouble Tickets in the preceding calendar month.
 - i. **Mean Time to Repair** – the length of time between the Customer opening a Trouble Ticket and VirtualTone/SKL resolving the Service Outage or Service Degradation; this time is calculated as an average of all repair times for the Customer’s Trouble Tickets in the preceding calendar month.
 - j. **Packet Loss** – the total packet loss associated with data delivery for a given month.
 - k. **Performance Standard** – a level of support and regular maintenance provided with the Services, identified according to common measurement standards.
 - l. **Priority 1** – a Trouble Ticket level indicating the severity of the Service Outage or Degradation; Priority 1 Trouble Tickets include all Service Outages, also referred to as “down-hard” issues, and other severe Service Degradations.
 - m. **Priority 2** – a Trouble Ticket level indicating a less severe Service Degradation than those described as Priority 1; Priority 2 Trouble Tickets include other Service Degradations, including but not limited to call quality issues, latency, or packet loss.
 - n. **Priority 3** – the lowest level Trouble Ticket; Priority 3 Trouble Tickets include changes to Customer preferences, general questions about the Service, and other issues that do not require immediate response.
- a. **Voice Services** – phone solutions purchased from VirtualTone/SKL, including Services described as SIP Trunks, SIP Origination-Termination, Hosted IP-PBX, or Toll Free.
- Performance Standards.
- a. The following Performance Standards apply to Voice and Data Services:
 - i. **Mean Time to Respond** – The Mean Time to Respond to a Trouble Ticket varies according to the



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Ticket's priority:

1. Priority 1 – thirty (30) minutes
2. Priority 2 – two (2) hours
3. Priority 3 – twenty-four (24) hours
 - i. Mean Time to Repair – VirtualTone/SKL guarantees a Mean Time to Repair of four (4) hours for Priority 1 Trouble Tickets.
 - ii. Service Availability – VirtualTone/SKL guarantees Service Availability ninety-nine and one-half percent (99.5%).

The following Performance Standards apply only to Data Services:

- i. Latency – VirtualTone/SKL guarantees that Latency will not exceed fifty-five (55) milliseconds.
- ii. Packet Loss – VirtualTone/SKL guarantees that the Packet Loss ratio will be no greater than one-half percent (0.5%).

Exclusions.

The guarantees and warranties set out herein DO NOT include outages or degradations resulting from one or more of the following causes:

- a. Any act or omission on the part of the Customer, any third party contractor or vendor, or any other entity over which the Customer exercises control or has the right to exercise control;
- b. The Customer's applications, equipment or facilities;
- c. VirtualTone/SKL's, its underlying carriers', or the Customer's scheduled maintenance
- d. Any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets;
- e. Any event or outage lasting less than 60 seconds in duration;
- f. Force majeure event beyond the reasonable control of VirtualTone/SKL including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency;
- g. Trouble Tickets associated with new installations;
- h. Interruptions associated with act or omission on the part of the Customer or a third party, including, but not limited to, any local access provider, or an interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis;
- i. Interruptions during any period when VirtualTone/SKL or its agents are not allowed access to the Customer premises where affected access lines are terminated;
- j. Master Trouble tickets opened by VirtualTone/SKL or by a qualified third party on behalf of VirtualTone/SKL such as those in the case of a fiber cut;
- k. Interruptions associated with a failure of equipment or Service not provided by VirtualTone/SKL, including, but not limited to, any local access provider, or an interruption where the Customer elects not to authorize access to the equipment for testing;
- l. Any failure or issue associated with the Customer's underlying network connection;
- m. Time attributed to Customer's delay in responding to VirtualTone/SKL's requests for assistance to repair an outage.

1 DSL and Burstable Services are not covered by this Latency guarantee; because of their nature, Latency of one hundred ten



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(110) milliseconds is the Performance Standard.

VIRTUALTONE VOIP SERVICES

Applicability. This Section is applicable only where VirtualTone, VirtualTone Trunks, VirtualTone PRI or VirtualTone Hosted IP/PBX Service.

1. **Service Description.**

- A. VirtualTone Service provides inbound PSTN to IP termination voice services. Customer will be provided direct inward dial (DID) number(s) and a specified number of Ports (trunks/lines) as set forth in the Customer Order. Customer (or its end users) may access the Service by dialing a SKL provided DID number, after which the voice traffic originated by Customer (or its end users) will be aggregated by SKL and will undergo a net protocol conversion by SKL to an IP format.
 - B. If Customer orders additional VirtualTone Internet Services, Customer must order, as a separate order, the SKL Internet Service to transport the media portion of the Customer traffic to a SKL On-Net facility. If Customer orders "Off-Net" or Hosted VirtualTone Service, the traffic will initially be delivered the same way as Basic On-Net Service, but Customer will obtain, at its own cost, an internet connection from a third party internet service provider that peers with SKL to transport the traffic from the SKL network to an Off-Net destination. SKL shall not be responsible for the service of any such third party providers. In all cases, the traffic will be delivered back to Customer in an IP format, after which the traffic shall be the sole responsibility of Customer.
2. **Port (trunks/lines) Commitment.** Each Customer Order for VirtualTone Service shall state a number of VirtualTone Service Ports (trunks/lines) that Customer commits to buy from SKL for the duration of stated Service Term (the "Port Commitment"). The Port Commitment will commence upon the connection notice stated in the Customer Order.

3. **VirtualTone Service Levels** This SLA describes SKL Services' target network performance and service level metric for its VoIP services. This SLA does not apply to Internet connectivity provided by third parties or Dedicated Internet Access Service provided by SKL Services, although failure of the same to perform will affect the VirtualTone VoIP Service. In the case of Dedicated Internet Access service provided by SKL Services to be used in conjunction with this Service, the applicable Dedicated Internet Access Service SLAs shall apply.

MAINTENANCE AND SUPPORT

A. **Exclusions.**

Under no circumstances shall SKL be obligated to provide any maintenance and support services arising out of (a) tampering, modifications, alterations, or additions to the Hardware or Software undertaken by persons other than SKL or its authorized representatives; or (b) programs, software or hardware supplied by Client.

A. **Client's Responsibilities.**



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Client shall document and promptly report all errors or malfunctions of the Hardware or Software to SKL. Client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SKL. Client shall maintain a current archive copy of all Software configuration and data. Client shall properly train its personnel in the use of the Hardware and Software.

Trident Digital Technologies - Managed Voice Services

Scope of Agreement

The following services and offerings are covered as part of the proposal for IP Telephone Department functions, services, design, and support from **State of West Virginia** to Trident Digital Technologies in accordance with **State of West Virginia's** IP Telephone Department management process. This contract provides for a change of the current State and Contract worker(s) who previously worked for **State of West Virginia** as part of the IP Telephone Department would now be a part of the Trident Digital Technology Staff (or reassigned by the State) and are paid as employee's or contract employee's of Trident Digital Technologies. These employees are now under the management of the Provider for scheduling and day to day operations with the ability to influence their responsibilities, hours worked based on need and tasks to be completed on a daily basis. All continued findings and analysis will be discussed with State of West Virginia prior to any permanent changes being implemented and will not be implemented without the approval of the designated point of contact with State of West Virginia unless otherwise determined with the scope of a final agreement.

Services Automatically Provided Under This Agreement

The following services are covered in response to the transfer of the IP Telephone Department for all levels of support and service from **State of West Virginia** to **Trident Digital Technologies**:

1. **Corrective maintenance for hardware and software**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes. Then measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
 - **Bug fixes**—Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, firmware, licensing, upgrade, patches, "hung" or halted screens, calls or unexpected results within the system that render it unusable for the purpose for which it was designed.
2. **Ticket/Service status updates**—Trident Digital Technologies will provide direct input to **State of West Virginia** with a Support and Remote management system, Portal, for all service tickets from its Texas location, or remotely from other satellite Support centers within Trident Digital Technologies



Managed Service Proposal

Requests for Support Specifically Covered Under This Agreement

The following application-related services are provided under this agreement:

1. **Application monitoring**—Every effort will be made to conduct periodic monitoring of production applications related to the legacy IP Telephone systems to assess hardware and application availability.
2. **Enhancements to production application software**—When an enhancement to an existing production application is required and the level of effort is less than five days. This includes changes to the application only. Should the volume and timing of enhancements impact the timely resolution of support requests, then Trident Digital Technologies support manager shall inform **State of West Virginia's** support manager and the Trident Digital Technologies account manager with the intent of assigning enhancement work to another Trident Digital Technologies resource.
3. **Transition of new or modified applications**—When a new or modified hardware device or application is ready to be transitioned into support, planning and coordination of the necessary activities between Trident Digital Technologies or **State of West Virginia** development team and the Trident Digital Technologies support team will be conducted. Other requirements include:
 - Support will commence for a new or modified application 30 days after deployment.
 - The development team is expected to support the new or modified application for the first 30 days after deployment.
 - Trident Digital Technologies will have at their disposal the development team or previous support team to provide knowledge transfer for a period of 60 days after deployment.
 - The Support Transition Checklist must be completed by the deployment date (30 days prior to Trident Digital Technologies taking ownership, this is negotiable). Failure to do so will require continued involvement of the development team until such time as all of the required information has been provided.
 - Applications that have outstanding trouble tickets shall remain the responsibility of the development team. If this is not possible, all outstanding tickets shall be identified and SLA resolution targets will not apply. In the case of outstanding severity level 1 or 2 tickets, these will be downgraded to severity 3, and Trident Digital Technologies will resolve these tickets in a timely manner on a best effort basis.
4. **Preventative maintenance**—For applications and hardware considered critical (i.e., a criticality level of high) by **State of West Virginia**, and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyze and take steps to prevent potential problems.
5. **Level 1 & 2 support**—To the extent possible by Trident Digital Technologies support staff will assist **State of West Virginia** Level 1 & 2 support team members with diagnosing problems and working



▶ Managed Service Proposal

in partnership to their resolution, including configuration changes to Legacy IP Telephone servers and other hardware until such time Trident Digital Technologies assumes all Levels of support and completed the transition to the new Hosted or on premise hardware and software.

6. **Change management**—New or changed processes, practices, or policies that affect the Trident Digital Technologies support team and that require support team members to understand, learn, and follow.
7. **Status reporting**—Monthly and Quarterly status reports will be completed by Trident Digital Technologies support specialists and submitted to **State of West Virginia** for each IP Department production hardware or application supported. Monthly status reports will be discussed by the Trident Digital Technologies support manager with client management to ensure that the client is aware of the support issues and risks faced by the support team.
8. **Knowledge management**—Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for **State of West Virginia** to transfer problems to Trident Digital Technologies for all levels of application support will be reduced, thus saving money and resources, and increasing satisfaction and quality.
9. **Hardware Support** – Trident Digital Technologies will provide support for all IP Department hardware and software as designated by the Primary point of Contact or as designated in the approved contract for Hosted and Managed Voice Services for State of West Virginia and the IP Telephone department.

Additional Items that are Recommended to be Covered under this proposed Agreement

This agreement should also cover the following requests. Trident Digital Technologies is also pleased to provide a more detailed statement of work after its complete discovery analysis of the processes and procedures that the IP Telephone Department has been responsible for, and then recommend the appropriate services and service levels to address any of the following:

1. **Evaluation of new software or hardware**—Evaluation or approval of new IP software or hardware for use within **State of West Virginia IP Telephone Department**. This includes systems developed outside of **State of West Virginia**, such as third-party systems, or systems developed by **State of West Virginia or Trident Digital Technologies**.
2. **Procurement of new IP software or hardware**—Procurement of new IP software or hardware for use within **State of West Virginia**, or for use for **State of West Virginia at Trident Digital Technologies, LLC**. All IP/IT software or hardware required for Trident Digital Technologies use to support **State of West Virginia's** applications will be the responsibility of **State of West Virginia** unless otherwise agreed upon by both parties.
3. **On-call Trident Digital Technologies support management**—Trident Digital Technologies support managers may be required to be on call. If at any time **State of West Virginia** requires the support



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manager to be on call for a specific purpose, or on a longer-term basis, then the Trident Digital Technologies support managers will be compensated at the standard on-call rate for level 3 support staff, and **State of West Virginia** shall be charged for this service in addition to the standard outsource Service Level Agreement. Addendum's to the Agreement may be requested and reviewed by both the provider and client, and then modified or added as an addendum to the primary and future Agreement's.

4. **Level 1 and 2 support**—Level 1 (help desk) and level 2 (infrastructure support) shall be provided by **Trident Digital Technologies, LLC** for each IP production application and hardware to be supported, and we shall perform the assigned duties, such as Web server, desktop, laptop, tablet hardware and related peripherals, authentication software, Security and anti-virus software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes for the IP Telephone Department for the duration of this agreement. Currently there are 2 State and 3 Contract workers assigned to the IP Telephone Department. Trident Digital Technologies will review and analyze the need for additional workers in the IP Telephone Department and whether the current staff will be needed at their current levels. Then a recommendation will be made to the Designated contact on the recommendations to proceed moving forward. Trident Digital Technologies recommends in the initial phase of the outsourcing of the IP Telephone Department that the current staff be utilized and should report to the Onsite IP Telephone Manager/Director from Trident Digital Technologies for scheduling and assignment of duties. The IP Telephone Manager/Director for Trident Digital Technologies will make a complete analysis of the need or a reduction in utilization of the current staff levels and submit a recommendation to be reviewed with the Designated contact for State of West Virginia after the first 30-45 days of implementation.
5. **Software licensing**—Trident Digital Technologies may provide software or licensing for software that is specific to an application that State of West Virginia does not currently own or license. **State of West Virginia** will provide all software and licensing for software that is specific to its current applications (i.e. Apple, Microsoft, Cisco etc.). State of West Virginia may purchase software from Trident Digital Technologies and request support for those applications.
6. **Specific training**—**State of West Virginia** will provide the training for any Third-Party applications that the client requires Trident to support and the associated costs, for Trident Digital Technologies support staff (a support prime and backup) in software specific to a single application prior to or after transition of a new application to the Trident Digital Technologies support team.
7. **Upgrades to application software and associated hardware**—When an upgrade to an existing legacy IP Telephone system is released. This includes operating system upgrades, database upgrades, authentication software upgrades, firmware and vendor-required upgrades. (Vendor requires **State of West Virginia** to upgrade in order to maintain vendor support.)
8. **Assistance with application usage**—Advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.



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9. **Assistance with application environment support**—Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.
10. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
11. **Adaptive maintenance**—Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software.
12. **Perfective maintenance**—Defined as activities relating to enhancements, with effort of five days or more, to provide additional functionality to an application.
13. **New development**—Any change in a database, hardware or system that involves functionality not within the currently signed and approved release specification, even if the new functionality or hardware would seem to be an improvement over the old one.
14. **Modifications to original application specification**—Any functionality not specified in the current approved design specification for the IP Telephone Department. Changes in **State of West Virginia's** organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, **State of West Virginia** should initiate a request for enhancement to update the system. It is highly recommended that **State of West Virginia** the Designated contact and Trident Digital Technologies work closely together to anticipate future needs and prepare timely update of systems to accommodate **State of West Virginia's** constantly changing business. As well as, preparing annual operating budgets for the IP Telephone Department.
15. **Enhancements greater than five days of effort**—Additional services not covered by this support agreement include:
 - New or added interfaces to other systems or hardware.
 - Intranet "front ends" to existing systems.
 - Adding new screens or modifications to existing screens.
 - Report generation, if reporting tools exist for an application.
 - Addition of data fields.
 - Business rules changes (such as pricing rules changes, distributor alignment, etc.).
 - Deployment of existing applications to new locations (defined as the issuance of more than three accounts to new location, group, or department).
 - Training requests.



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IP Applications Covered

This proposal is for services related to support requests concerning the IP Telephone production applications and hardware detailed in the proposed Statement of Work.

Changes to Service Level Agreement

Termination of Agreement

In the event that **State of West Virginia** wishes to terminate an agreement after the designated contract end date (no renewal or services or support), a 90-day written notice of intent to terminate must be delivered by **State of West Virginia** to Trident Digital Technologies, LLC.

Amendment to Agreement

Any amendment to the Terms and Conditions of this proposal or final agreement would require the approval of **State of West Virginia** and Trident Digital Technologies management who signed the proposed Statement of Work in Appendix A. The amendment of the proposal or final agreement would take place through an addendum to this proposal or final agreement and the recording of that addendum in Appendix A of this proposed agreement.

There will be an opportunity on a quarterly basis to make adjustments to this Agreement. **State of West Virginia** and Trident Digital Technologies should work together to make changes at that time.

New Applications

New applications and versions implemented during the term of this proposed agreement will move into **State of West Virginia's** support model through **State of West Virginia's** process. **State of West Virginia** will be responsible for initiating and ensuring completion of the appropriate process. These applications will be incorporated into the inventory of applications supported in Appendix A of the Statement of Work. Changes to the inventory of applications supported will be reviewed on a regular basis, and if need be, changes to the Agreement will follow the process described in the Amendment to Proposed Agreement section above.

New Hardware

New hardware and related peripherals and materials implemented during the term of this proposed agreement will move into **State of West Virginia's** support model through **State of West Virginia's** process. **State of West Virginia** will be responsible for initiating and ensuring completion of the appropriate process. The hardware and related peripherals will be incorporated into the inventory of hardware and related peripherals supported in Appendix A of the Statement of Work. Changes to the inventory of hardware and related peripherals supported will be reviewed on a regular basis, and if need be, changes to the Agreement will follow the process described in the Amendment to Agreement section above.



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Levels of Effort

Levels of effort (LOE) to address problem tickets will be reviewed and adjusted accordingly for all new applications and versions/enhancements, and hardware or related peripherals implemented, or applications/hardware/peripherals decommissioned, during the term of this agreement. All changes will be conducted by Trident Digital Technologies and **State of West Virginia** representatives, with an addendum made to this Agreement.

Renewal of Agreement

This Agreement will be renegotiated by **State of West Virginia** and Trident Digital Technologies at the end of each term of the contract for the following contract period. (The current Proposed Contract is for 4 years with 2 2-year renewals).

Processes and Procedures Related to This Agreement

Call Management Process

Currently Trident Digital Technologies provides a support-ticket and remote monitoring system that can be used by all support team levels (where approval and technical access is granted) to record and track all problem reports, inquiries, or other types of calls received by all levels of support. Trident Digital Technologies has the ability to provide metrics with regard to this proposed outsourcing of the IP Telephone Department for **State of West Virginia**. Trident Digital Technologies, as part of the proposal will include the ability to track each **State of West Virginia** application, hardware and software for the IP Telephone Department of **State of West Virginia** with our Remote Management system. This system allow's the appropriate personnel who have been granted access to submit, work requests, application support, desktop/peripheral support, new equipment requests, training etc., to be updated a system tray icon that can create support requests via the ticket system, via email, support portal or phone to track the status of all requests, trouble tickets, etc., for review and updates to the processes utilized by State of West Virginia and its staff, and to help identify issues, support enhancements, and the necessary IP Telephone application and hardware upgrades and maintenance to prevent down time, or user related issues within the network. The client may also choose to contact the Trident Support Team via our Toll-Free number 1 + (833) 682-4545 or (469) 563-2838 press 1 for Technical Support.

SLA Funding Agreement

Billing for services provided under this proposed agreement will be accomplished through direct billing to **State of West Virginia** under the terms and conditions of the appropriate Purchase Order or invoice raised for these services or unless otherwise stated in the specific IP Telephone Application/hardware and related peripherals Detail in Appendix B. The specific billing amount for direct support on a per-application basis will be itemized in Appendix B.

This support outsourcing Agreement does not include funding for services or future expansion of projects not covered under this Agreement.



Managed Service Proposal

Addenda

There are currently no addenda to this Agreement. Any future addenda will be referenced in the Proposed Statement of Work through an Addendum Log in Appendix A.

Metrics

Metrics Reporting

Regular reporting will be provided from **State of West Virginia** to Trident Digital Technologies on required metrics as related to target performance. IP Telephone Department reports will be generated and produced by Trident Digital Technologies support and remote monitoring-ticket system, which will detail ticket management performance against Service Level Agreement (SLA) targets for **State of West Virginia's** the IP Telephone Department management process. The Remote Management and Monitoring (RMM) system will also maintain an inventory of all related hardware, resources from desktop, server, NAS, switches, firewall to mobile phones if required.

Support Metrics Package

Metrics reporting against the SLA resolution targets identified in **State of West Virginia's** IT and Pro Audio Video management guidelines will focus on the time to resolve tickets by application and severity. This metric will include only the support requests that are serviced by Trident Digital Technologies for resolution. They will not include support requests that are resolved by other organizations unless this is a requirement by State of West Virginia. The metrics will be reported via existing standard problem-ticket system reports as available.

General Terms and Conditions

Term of Agreement

This Agreement is in effect upon the date of acceptance of this agreement and ends on the latest date specified in any terms of the Statement(s) of Work submitted to **State of West Virginia**.

Organizations

This proposed agreement is between **Trident Digital Technologies, LLC** and **State of West Virginia**, as named on the cover of this agreement.

Approvals

In order to make this agreement operational, approvals as per Appendix B of the Statement of Work must be in place.



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Key Contacts

Key contacts will be shown in Appendix B of the final Statement of Work after those are determined in the discovery period post award.

Dependence on Other Organizations

Trident Digital Technologies is dependent on other internal groups within **State of West Virginia** of services (i.e., help desk, database services, etc.), and external suppliers (i.e. Apple, Microsoft, Cisco etc.) in providing application support services to **State of West Virginia**. **State of West Virginia** will manage the interface into those suppliers as it relates to the provision of services under this agreement. Unless it specifies as part of this Agreement that it wishes for Trident Digital Technologies to manage and maintain those relationships and vendors.

The list of organizations and vendors that Trident Digital Technologies, LLC is dependent or may change during the term of this Agreement.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP 0212 SWC1900000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Trident Digital Technologies, LLC

Company



Authorized Signature

Nov. 14. 2018

Date

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

SOLICITATION NUMBER: CRFP 0212 SWC1900000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFP 0212 SWC1900000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Open a second Technical Question period until 11/01/2018 by 2:00pm EDT.
- Modify specifications of product or service being sought which include the following:
 1. Updated 4.2.1.1.3.2
 2. Added 4.2.2.2.16
 3. Addition of Bridge Operator Console to Cost Sheet
 4. Changed Cost Sheet to match 4.2.1.1.3.2
 5. Removal of USF Fees from Cost Sheet by adding 4.2.2.2.16
 6. Added Block of 20 DIDs to Cost Sheet
 7. Updated Appendix A
 8. Included Typical Branch Office Drawing for publication with TQs
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Attached revised Cost Sheets

Description of Modification to Solicitation:

1. To Publish revised specifications (rev. 10-24-2018).
2. To Publish revised Attachment_A Cost Sheet. (rev. 10-24-2018 Excel formatted).
3. To Publish revised Appendix_A document (rev. 10-24-2018).
4. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 (100\%)$
Step 2 – $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 – $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 (90.9091\%)$
Step 2 – $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

Trident Digital Technologies, LLC

(Company)

Stephen Cobb, President and COO

(Representative Name, Title)



(469) 563-2838 ext 2002/Fax: (972) 213-1012

(Contact Phone/Fax Number)

November 26, 2018

(Date)

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.



President and COO

(Name, Title)

Stephen Cobb, President and COO

(Printed Name and Title)

3532 Euclid Drive Grand Prairie, TX 75052

(Address)

(469) 563-2838 / (972) 213-1012

(Phone Number) / (Fax Number)

scobb@tridentdt.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.

Trident Digital Technologies, LLC

(Company)

 President and COO

(Authorized Signature) (Representative Name, Title)

Stephen Cobb, President and COO

(Printed Name and Title of Authorized Representative)

November 26, 2018

(Date)

(469) 563-2838 and (972) 213-1012

(Phone Number) (Fax Number)

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

Trident Digital Technologies, LLC
(Company)

Don Bell, President and COO
(Representative Name, Title)

(469) 563-2838 x2002 / Fax (972) 213-1012
(Contact Phone/Fax Number)

Nov 26, 2018
(Date)



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SH
DIRECTOR

October 12, 2018

SRL Services, Inc.
PO Box 966
Alvin, TX 77512

Mr. Guhart:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved on the basis of your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules 148-22-1 et seq.* This certification becomes effective:

10/04/2018

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules 148-22-8.* The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Women Owned Business

To maintain certification without lapse, a certified business shall apply to renew its certification at least 60 days prior to the end of the two-year certification period. Complete renewal instructions, recertification forms, and a list of all SWAM Certified entities are available online at www.state.wv.us/admin/purchase/venderreg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2306.

Sincerely,

Lu Anne Cottrill
Assisting Registration Coordinator

HONE: (304) 558-2306
AX: (304) 558-4115

WVPurchasing.gov

E.E.O. AFFIRMATIVE ACTION

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Name of Associate: Stephen Cobb

Signature: _____

Signature: 


Title: _____

Title: President and COO

Date: _____

Date: Nov. 14, 2018

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 17

Patrick Morrissey
Attorney General
BY _____