



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

State of West Virginia
 Centralized Request for Proposals
 Info Technology

| | | | |
|--|----------------------------|-------------------------|---------------------------------|
| Proc Folder: 1295974 | | | Reason for Modification: |
| Doc Description: CLOUD BASED TELEPHONY SYSTEM | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2023-09-26 | 2023-10-11 13:30 | CRFP 1500 AGO2400000002 | 1 |

BID RECEIVING LOCATION

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

10/13/23 11:00:51
 WV Purchasing Division

VENDOR

Vendor Customer Code: VS0000043305
Vendor Name : Comm-Core LLC
Address : 1605
Street : Indianwood Circle
City : Maumee
State : OH **Country :** USA **Zip :** 43537
Principal Contact : Steve Hohenberger
Vendor Contact Phone: 567-379-6133 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X Steve Hohenberger
Steve Hohenberger (Oct 3, 2023 10:42 EDT)

FEIN# 45-3155801

DATE Aug 28, 2023

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

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Attorney General's Office (hereinafter referred to as the "Agency") to provide a contract for the purchase of a cloud-based telephony system solution, services and support required for the migration of existing Data, software and hardware maintenance, as well as installation and training per the attached documentation.

**** Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

| INVOICE TO | SHIP TO |
|---|--|
| ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US | ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US |

| Line | Comm Ln Desc | Qty | Unit of Measure | Unit Price | Total Price |
|------|-------------------------------|-----|-----------------|------------|-------------|
| 1 | Cloud based Telephony service | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222800 | | | |

Extended Description:

Cloud Based Telephony System:

Vendors MUST fill out Cost Sheet included as an attachment. Cost must be separated and labeled separately of the technical response.

****ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED****

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--------------------------------|------------|
| 1 | Questions are due by 3:00 p.m. | 2023-10-03 |

REQUEST FOR PROPOSAL

CRFP AGO240000002

Cloud Based Telephony System

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Attorney General's Office (hereinafter referred to as the "Agency") to provide a cloud-based telephony solution.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

REQUEST FOR PROPOSAL
CRFP AGO2400000002
Cloud Based Telephony System

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

Question Submission Deadline: **Tuesday October 3, 2023 @ 3:00 p.m.**

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus zero (0) convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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

VENDOR NAME:
BUYER: Toby L Welch
SOLICITATION NO.: CRFP AGO2400000002
BID OPENING DATE: *Technical* 10/11/23
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: *Technical* 10/11/23 @ 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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Cloud Based Telephony System

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of Three (3) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Steve Hohenberger Account Manager

(Address) 1605 Indianwood Circle Maumee OH 43537

(Phone Number) / (Fax Number) 567-379-6133

(email address) shohenberger@comm-core.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Comm-Core LLC

(Company)

Steve Hohenberger

Steve Hohenberger (Oct 3, 2023 10:52 EDT)

(Signature of Authorized Representative)

Steve Hohenberger Account Manager

10/03/2023

(Printed Name and Title of Authorized Representative) (Date)

567-379-6133

(Phone Number) (Fax Number)

shohenberger@comm-core.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP AGO240000002

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 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.

Comm-Core

Company

Steve Hohenberger

Steve Hohenberger (Oct 3, 2023 10:42 EDT)

Authorized Signature

10/03/2023

Date

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

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Cloud Based Telephony System

SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** The Agency has been utilizing a CISCO on premise solution for the past 10 years. The system is now out of warranty and ready to be replaced. Given the advancement of technology and the opportunities now available, the Agency seeks to pursue a cloud based telephony solution for an office environment to replace the on premise solution currently in place.
- 4.2. Project Goals and Mandatory Requirements:** The goal of this project is to replace our existing telephony solution with a new state-of-the-art cloud based telephony solution that will serve the Agency for many years to come and maximize today's technology and security in the aforementioned realm. Part of that goal is to implement the solution in the most cost beneficial manner possible while utilizing all applications within the solution that are deemed of necessity and value to the Agency. Mandatory requirements to achieve these objectives will be detailed in this RFP.

For all Agency sections and subsections herein, whether mandatory or preferred/desirable, Vendor must specify each of their features that satisfies that section or subsection and identify the specific section or subsection it satisfies. Vendor cannot simply provide a narrative or list of features without specifying which section or subsection is satisfied.

4.2.1. Goals and Objectives– The project goals and objectives are listed below.

4.2.1.1 Replace all on premise server devices with a cloud-based solution for the Agency's telephony requirements.

4.2.1.2 Maximize security against all potential information technology risks by accessing all cloud-based security capabilities relative to the solution.

4.2.1.3 Acquire the most cost beneficial solution accommodating all of the needs and desires of the Agency at the time of deployment.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the Vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

REQUEST FOR PROPOSAL
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Cloud Based Telephony System

4.2.2.1 Security

4.2.2.1.a Vendor must answer all questions in attachment "A" in a clear, concise manner and allow this information to be disseminated to others on the Agency's RFP Committee.

4.2.2.1.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 6 points)

4.2.2.1.b Vendor must provide encryption capability for all communication.

4.2.2.1.b.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 4 points)

4.2.2.1.c Any hardware that is part of the solution cannot be on the Federal ban list located on the Federal Communication Commission website at <https://www.fcc.gov/supplychain/coveredlist>.

4.2.2.2 Third Party Integration

4.2.2.2.a Solution must have the ability to deliver audio voicemail files to email platforms.

4.2.2.2.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 5 points)

4.2.2.3 Agency Support

4.2.2.3.a Customer Support must be available 24/7/365 with live person response time guaranteed within 24 hours for a low priority level inquiry, 12 hours for a medium priority level inquiry and 30 minutes for a high priority level inquiry. (Please see defined events categorized as HIGH, MEDIUM and LOW in the "definition" section of this RFP, Attachment B)

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Cloud Based Telephony System

4.2.2.3.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 6 points)

4.2.2.4 Training

4.2.2.4.a Vendor must provide training to Agency IT Administrative Staff on all aspects of administrator roles PRIOR to live deployment of solution and prefers the training to be in-person.

4.2.2.4.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 2 points)

4.2.2.4.b Agency prefers group training to all end users PRIOR to live deployment of solution and prefers this training be in person. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 3 points)

4.2.2.4.b.1 Also, the Agency prefers training materials to be available for new end users throughout the contract period. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)

4.2.2.4.c Vendor must provide one-on-one training to all end users as part of the solution deployment at Agency's request.

4.2.2.4.d Agency prefers remote training be available at the request of the Agency throughout the contract period. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)

4.2.2.5 Prior Solution Deployment

4.2.2.5.a Vendor must disclose how many times they have deployed their proposed solution for similar clients. (up to 2 points)

REQUEST FOR PROPOSAL

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Cloud Based Telephony System

4.2.2.6 Solution Features and Granular Control (see additional terms and definitions in attachment B of this RFP)

4.2.2.6.a Vendor's solution must possess the below mandatory features. Vendor must identify each feature below that their solution possesses.

- Voice Calls
- Voicemail
- Call Forwarding
- Call Waiting
- Call Hold
- Call Park
- Call Analytics
- Ring Groups
- Conference Calling
- Do Not Disturb
- Number Porting (Transfer our existing phone number to the VoIP system. Must include our 558 numbers, 681 numbers and 1-800 numbers in mass)
- Mobile Integration
- Desktop Integration
- Quality of Service (QoS)
- Call Lists
- Call Transfer
- Caller ID
- Import/Export of Directories
- Phone Book
- Re-dial
- E911 Service (service must be able to accommodate more than one physical address)
- Softphone

4.2.2.6.b Vendor should list all features their solution possesses from the below preferred features list (up to 3 points)

- Video Calls
- Microsoft Active Directory Integration
- Instant Messaging
- Fax over IP
- Music on Hold
- Paging via System Phones
- Blacklist Calls from Specific Numbers
- Call Pick-up/Call Pick-off
- Click-to-Dial

REQUEST FOR PROPOSAL

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Cloud Based Telephony System

4.2.2.6.c Vendor should list all available features and indicate if they can be disabled or granular control can be provided from inside the Administrative Portal. (up to 5 points)

4.2.2.6.d Desk telephone model or models that are the recommended solution must include the following features:

- Must be comparable to current desk telephones Agency utilizes (Cisco IP Model 7945)
- Support audio for handset, headset and speakerphone
- Physical button that allows access to voicemail
- Physical button will allow access to missed, received or placed calls
- Speakerphone, mute and headset buttons
- Volume control for decibel-level adjustments for speaker phone, handset, headset and ringer.

4.2.2.6.e Conference Telephones

- Conference telephone model or models that are the recommended solution must have expandable microphone capabilities.

4.2.2.7 IP Routing / Filtering Device

4.2.2.7.a Vendor must not require any servers to be on site.

4.2.2.8 Solution Engineer Access

4.2.2.8.a Vendor must provide Agency direct access to solution engineers for inquiry purposes and solution modification requests.

4.2.2.8.a.1 Please describe how Vendor will comply with this preference and include any areas where the proposed solution exceeds the mandatory requirement. (up to 3 points)

4.2.2.8.a.2 Please describe the level of customization Vendor can provide to tailor features within the solution. (up to 4 points)

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP.

REQUEST FOR PROPOSAL

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Cloud Based Telephony System

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Please provide any experience you have regarding deployment of your recommended solution to government entities (local, State or Federal). (up to 2 points)

4.3.1.2. Please provide the most recent copy of your SOC 2 (Service Organization Control Type 2) compliance report, if you have one. (1 point)

4.3.1.3. Vendor should provide Information and documentation demonstrating Vendor's ability to implement the proposed solution including, but not limited to: (up to 4 points)

- Copies of any staff certifications or degrees applicable to this project.
- Proposed staffing plans.
- Descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, what the project goals and objectives were and how they were met.).
- Any other information that Vendor deems relevant to the items identified as desirable or mandatory in this RFP.

4.4. Oral Presentations: The Agency has the option of requesting oral presentations of all Vendors participating in the RFP process.

Because time is of the essence, upon Agency request Vendor must make themselves available for oral presentation as soon as possible.

Points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

4.4.1. Please provide a printout, prior to your presentation, of any information that will be discussed during your presentation.

4.4.2. Please allow 15-20 minutes for Committee questions.

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Cloud Based Telephony System

- 4.4.3.** During the presentation, demonstration of any telephone models that meet mandatory requirements that you propose as part of the solution. (up to 2 points)
- 4.4.4.** Please provide very specific reason(s) why you believe your solution is superior to other solutions that may be presented. (up to 2 points)
- 4.4.5.** Vendor must provide five references with contact information to whom their proposed solution was deployed. Agency prefers all five reference to have end users of 200 or more. (up to 2 points)

4.5 Attendant Console/ Hunt Group

- 4.5.1** Hunt Group should be able to be divided into divisions. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)
- 4.5.2** Automated attendant/voice menus should accommodate up to 300 numbers. (1 point)
- 4.5.3** Contact Center should accommodate 400 end users. (1 point)
- 4.5.4** Hunt List should accommodate up to 200 end users. (up to 2 points)

4.6 Warranty

4.6.1 If telephones are purchased instead of leased then Vendor must provide a warranty for telephones for the duration of the contract.

4.7 Project Timeline

4.7.1 Vendor must be able to complete project within 60 days from award of contract.

4.7.2 Vendor should describe how they will meet the 60 day completion. Description should include the following (up to 4 points):

- IT Administrative Staff training
- Receipt and distribution of telephones
- Installation of telephones with Agency IT staff as deemed necessary
- All staff training
- Porting of current telephone numbers
- Going live with project

4.8 Delivery and Return

4.8.1 Shipment and Delivery: Vendor shall ship the Contract Items after notice to proceed. Vendor shall deliver the Contract Items within twenty-one (21) working days after receiving notice to proceed. Contract Items must be delivered to Agency at State Capitol Building 1 Room E26 Charleston, WV 25305.

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

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Cloud Based Telephony System

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

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

4.8.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

4.9 Travel

4.9.1 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

4.10 Contract Manager

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

4.11 Vendor Default:

The following shall be considered a Vendor default under this Contract.

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- 4.11.1 Failure to perform Contract Services in accordance with the requirements contained herein.**
- 4.11.2 Failure to comply with other specifications and requirements contained herein.**
- 4.11.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**
- 4.11.4 Failure to remedy deficient performance upon request.**
- 4.11.5 Failure to provide deliverables as specified in Vendor's proposal and as agreed upon by Vendor.**

4.12 Remedies:

The following remedies shall be available to Agency upon default.

- 4.12.1 Cancellation of the Contract.**
- 4.12.2 Cancellation of one or more release orders issued under this Contract.**
- 4.12.3 Any other remedies available in law or equity.**

SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

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- 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.
- 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

| | |
|--|-----------------------------|
| <u>Project Goals and Proposed Approach (§ 4.2)</u> | <u>(47) Points Possible</u> |
| <u>Qualifications and experience (§ 4.3)</u> | <u>(7) Points Possible</u> |
| <u>(Oral interview, if applicable) (§ 4.4)</u> | <u>(6) Points Possible</u> |
| <u>Attendant Console/Hunt Group (§4.5)</u> | <u>(6) Points Possible</u> |
| <u>Project Timeline (§4.7)</u> | <u>(4) Points Possible</u> |
| <u>Total Technical Score:</u> | <u>70 Points Possible</u> |
| <u>Total Cost Score:</u> | <u>30 Points Possible</u> |
| <u>Total Proposal Score:</u> | <u>100 Points Possible</u> |

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. Proposal Disqualification:**
- 6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

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- 6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

- 6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000
Proposal 2 Cost is \$1,100,000
Points Allocated to Cost Proposal is 30

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.

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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.

Comm-Core

(Company)

Steve Hohenberger Account Manager

(Representative Name, Title)

567-379-6133

(Contact Phone/Fax Number)

10/03/2023

(Date)

Cloud Based Telephony System

CRFP AGO2400000002

Comm- Core LLC

1605 Indianwood Circle Maumee OH 43537

567-379-6133

Steve Hohenberger

Technical Response

Steve Hohenberger

10/11/2023



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

State of West Virginia
 Centralized Request for Proposals
 Info Technology

| | | | |
|--|----------------------------|-------------------------|--|
| Proc Folder: 1295974 | | | Reason for Modification: Addendum No 2 is issued to clarify a response to a question |
| Doc Description: Addendum No 2 - CLOUD BASED TELEPHONY SYSTEM | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2023-10-10 | 2023-10-13 13:30 | CRFP 1500 AGO2400000002 | 3 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043305
Vendor Name : Comm-Core LLC
Address : 1605
Street : Indianwood Circle
City : Maumee
State : OH **Country :** USA **Zip :** 43537
Principal Contact : Steve Hohenberger
Vendor Contact Phone: 567-379-6133 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature Steve Hohenberger
Steve Hohenberger (Oct 11, 2023 15:43 EDT) **FEIN#** 45-3155801 **DATE** 10/11/2023

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

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To clarify a response given to Question No 29 of the Technical Questions that was published in Addendum No 1, per attached.

--no other changes--

**** Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

| INVOICE TO | SHIP TO |
|---|--|
| ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US | ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US |

| Line | Comm Ln Desc | Qty | Unit of Measure | Unit Price | Total Price |
|------|-------------------------------|-----|-----------------|------------|-------------|
| 1 | Cloud based Telephony service | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222800 | | | |

Extended Description:

Cloud Based Telephony System:

Vendors MUST fill out Cost Sheet included as an attachment. Cost must be separated and labeled separately of the technical response.

****ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED****

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--------------------------------|------------|
| 1 | Questions are due by 3:00 p.m. | 2023-10-03 |

SOLICITATION NUMBER: CRFP AGO2400000002
Addendum Number: 2

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

Applicable Addendum Category:

-] Modify bid opening date and time
-] Modify specifications of product or service being sought
-] Attachment of vendor questions and responses
-] Attachment of pre-bid sign-in sheet
-] Correction of error
-] Other

Description of Modification to Solicitation:

Addendum No 2 is issued for the following reasons:

1) To clarify a response given to Question No 29 of the Technical Questions that was published in Addendum No 1. per attached.

--no other changes--

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP AGO24-002

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 type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Comm-Core

Company

Steve Hohenberger
Steve Hohenberger (Oct 11, 2023 15:43 EDT)

Authorized Signature

Oct 11, 2023

Date

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

Revised 6/8/2012

Attachment A

1. How do you protect against unauthorized access to the VoIP system and its data?
 - a. Unique passwords for each system
 - b. Each system is behind NAT that restricts access to only approved IP addresses.
 - c. Each system is monitored for unusual CPU and memory fluctuations.
 - d. No systems are accessible via the web with IP address, only domain name.
2. What measures do you have in place to prevent hacking and other cyberattacks on the VoIP system?
 - a. The entirety of the network is behind a custom made automated unauthorized User-Agent blocking system.
 - b. Geo IP Filtering is enabled.
3. What are your disaster recovery and business continuity plans in case of a cybersecurity incident?
 - a. Our current policy is an escalation process within our support team, if an incident is larger, it is an emergency meeting with all appropriate individuals.
4. What encryption standards do you use to secure voice and data traffic?
 - a. We can offer TLS with SRTP if required.
5. Do you perform regular security assessments and audits of your VoIP system?
 - a. Systems are monitored via a system log analyzer and network/system monitoring software.
6. Do you have a dedicated security team that monitors the VoIP system and responds to security incidents?
 - a. This is a joint effort between the helpdesk, CTO, and application development team.
7. How do you ensure compliance with industry regulations such as GDPR, HIPAA, or PCI DSS?
 - a. This is on a per server basis, currently we have one client that requires compliance with Publication 1075 and the system has been completely catered to that requirement.
8. What are your policies and procedures for handling and securing sensitive customer data?
 - a. This is on a per server basis, we limit access to the PBX web GUI and CLI to ensure only authorized users have access.
 - b. These systems are also set up with encrypted disks to store all data at rest including logs, voicemails, recordings, and configuration files.
9. What authentication and access controls do you have in place to restrict access to the VoIP system?
 - a. Servers are secured by private key utilizing Ed25519 keys.
 - b. Phone system GUI can be locked down to authorized users only.
10. Can you provide evidence of your security certifications and compliance with industry standards?
 - a. We are in the process of becoming SOC 2 Type 1, planned completion close of year 2023.

CRFP AGO2400000002

ADDENDUM No. 2

CLOUD BASED TELEPHONY SYSTEM

Q. 29 - Pricing/Best Price Guarantee: Notwithstanding the foregoing, the Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price. Would the State please define "any publicly advertised sales price"? Would the state include the additional clarification of "any publicly advertised sale price for other similarly situated West Virginia customers who are purchasing substantially similar products and services at similar quantities and under the substantially similar terms and conditions as those contained in this contract?

A. 29 Pricing is firm unless specified otherwise. Please see Attachment C – Pricing Page. It allows for increased pricing for additional years of service.

A. 29 (Revised) -Should the vendor offer a contracted item publicly at a lower price by means of advertising and/or promotional methods such as in-store, newspaper, circular, television, radio advertising or other means of advertising then the State shall be invoiced at the lower of the contract price or the publicly advertised sale price.

ATTACHMENT B

Call Features

- **Blacklist Calls from Specified Numbers:** This VoIP feature allows users to create a list of specific phone numbers from which incoming calls will be automatically blocked or rejected. By adding unwanted numbers to the blacklist, users can effectively prevent spam, telemarketing, or harassing calls from reaching their phones or devices, ensuring a more secure and streamlined communication experience.
- **Call Barring with up to 7 Levels:** This VoIP feature allows users to restrict or block certain types of outgoing and incoming calls based on predefined criteria, which can be categorized into up to 7 levels. Each level represents a different set of restrictions, enabling users to have granular control over call permissions. This feature is particularly useful for businesses and organizations that need to manage call access for different departments or employees, ensuring that only authorized users can make certain types of calls or receive specific incoming calls.
- **Call Forwarding:** This VoIP feature enables users to redirect incoming calls to another phone number or device under various conditions. There are several types of call forwarding available:
 - **Call Forward All:** Automatically forwards all incoming calls to a specified phone number or device, regardless of the call status (e.g., busy or unanswered).
 - **Call Forward No Answer:** Forwards incoming calls to a designated number or device if the original recipient doesn't answer within a set time.
 - **Call Forward Busy:** Redirects incoming calls to an alternate phone number or device when the original recipient is already engaged in another call.
 - **Call Forward External:** Forwards incoming calls to an external phone number, such as a mobile phone or another landline, when certain conditions are met.
 - **Call Forward No Registration:** Redirects incoming calls to a specified phone number or device when the original recipient's VoIP device is not registered on the network or is offline.
- **Call Hold:** This VoIP feature allows users to temporarily pause an active call and place it on hold. While the call is on hold, the original participants cannot communicate with each other, but the line remains connected. Users can then resume the conversation at any time by taking the call off hold. Call hold is particularly useful in situations where a user needs to attend to another call, consult with a colleague, or retrieve information before continuing the conversation. In business settings, the call hold feature is often accompanied by music or recorded messages to keep the waiting party engaged and informed.

- **Call Lists (Missed, Dialed, Received):** This VoIP feature provides users with a record of their recent call activity, categorized into three separate lists for easy access and management:
 - **Missed Calls:** A list of incoming calls that were not answered by the user. This list helps users keep track of any calls they may have missed and allows them to return those calls at a later time.
 - **Dialed Calls:** A list of all outgoing calls made by the user. This list can be useful for reviewing call history or keeping track of communications with specific contacts.
 - **Received Calls:** A list of all incoming calls that were answered by the user. This can help users monitor their call activity and ensure they have responded to all important calls.
- **Call Logging:** This VoIP feature refers to the process of collecting, storing, and managing detailed records of all calls made and received within a VoIP system. Call logs typically include information such as the date and time of the call, call duration, the phone numbers of the calling and receiving parties, and other relevant data.

Call logging serves various purposes, including:

- **Monitoring and analyzing call patterns and trends** to optimize resource allocation and improve communication efficiency.
- **Maintaining records for compliance, security, and auditing purposes**, which can be crucial for businesses operating in regulated industries.
- **Enabling better customer service** by allowing users to review previous calls, identify areas of improvement, and track the resolution of customer issues.
- **Providing data for call billing, cost allocation, and expense management.**
- **Call Monitoring:** This VoIP feature enables authorized users, such as supervisors or managers, to listen in on active calls between other parties without being heard by the participants. Call monitoring is commonly used in business settings, particularly in contact centers and customer service departments, for various purposes:
 - **Quality Control:** Supervisors can monitor calls to ensure that employees adhere to established protocols and provide consistent, high-quality service to customers.
 - **Training and Development:** By listening to live calls, managers can identify areas where employees may need additional coaching or training to improve their communication skills or handle specific situations.
 - **Compliance:** In regulated industries, call monitoring helps ensure that interactions meet legal and regulatory requirements, reducing the risk of non-compliance penalties.

- **Performance Evaluation:** Managers can use call monitoring to assess employee performance, identify strengths and weaknesses, and provide feedback to help them improve.
- **Call Park:** This VoIP feature allows users to temporarily place an active call on hold and "park" it in a designated virtual parking space, usually represented by an extension number or a specific parking lot. Unlike the traditional call hold feature, the parked call can be retrieved and resumed from any other phone or device within the same VoIP system, not just the one that initially parked the call.
- **Call Pick-up/Call Pick-off:** This VoIP feature allows users to answer incoming calls that are ringing on another phone or device within the same network or group. The call pick-up feature is especially useful in business environments where multiple phones or extensions are shared among team members or within a department.

There are two main types of call pick-up:

- **Group Call Pick-up:** This feature allows a user to answer a call that is ringing on another phone within a predefined pick-up group. By dialing a specific call pick-up code or pressing a designated button, the user can retrieve the call and continue the conversation on their own device. This is particularly helpful in scenarios where the intended recipient is unavailable or away from their desk.
 - **Directed Call Pick-up:** This variant enables a user to pick up a specific call that is ringing on a particular extension or phone number within the network. The user dials the directed call pick-up code, followed by the desired extension number, to retrieve the call.
- **Call Recording:** This VoIP feature enables users to capture and store audio files of their phone conversations for later playback, review, or analysis. Call recording can be initiated manually on a per-call basis or configured to automatically record all incoming and outgoing calls, depending on the user's preferences and requirements.

Call recording serves various purposes, including:

- **Quality Assurance:** Businesses, particularly contact centers and customer service departments, can use call recordings to monitor agent performance, ensure compliance with established protocols, and maintain high-quality customer interactions.
- **Training and Development:** Recorded calls can be used as training materials to help employees improve their communication skills, learn how to handle specific situations, or familiarize themselves with new products or services.

- **Compliance and Legal Protection:** In regulated industries, call recording helps ensure that conversations meet legal and regulatory requirements, providing documentation for audits or dispute resolution.
- **Documentation:** Call recordings can serve as a reference for important conversations or decisions, allowing users to revisit specific details, confirm agreements, or clarify misunderstandings.
- **Call Transfer:** This VoIP feature enables users to redirect an active call from their phone or device to another phone number or extension within the same network or to an external number. Call transfer is commonly used in business settings to ensure that callers are connected to the appropriate person or department, improving customer service and collaboration among team members.

There are two main types of call transfer:

- **Attended Transfer:** Also known as a supervised or consultative transfer, this method allows the user to place the active call on hold, call the intended transfer recipient, and consult with them before completing the transfer. This helps ensure that the recipient is available and prepared to take the call. Once confirmed, the user can complete the transfer and disconnect from the call, connecting the original caller with the intended recipient.
- **Blind Transfer:** Also known as an unsupervised or unannounced transfer, this method involves transferring the call directly to the desired phone number or extension without consulting the recipient beforehand. The user initiating the transfer simply dials the transfer code and the target number or extension, and the call is immediately redirected.
- **Call Waiting (Internal and External):** This VoIP feature allows users to receive notifications of incoming calls while they are already engaged in an active call. The call waiting feature helps ensure that important calls are not missed and provides users with the option to manage multiple calls at once.

Call waiting can be categorized into two types:

- **Internal Call Waiting:** This refers to call waiting notifications for incoming calls originating from within the same VoIP network, such as calls from colleagues or other extensions within the organization. Internal call waiting enables users to manage simultaneous calls with team members or departments and maintain seamless communication within the organization.
- **External Call Waiting:** This refers to call waiting notifications for incoming calls originating from outside the VoIP network, such as calls from customers, clients, or other external contacts. External call waiting allows users to manage multiple calls from different sources, ensuring that important external calls are not missed.

- **Caller ID, CLIP, and CLIR are VoIP features related to the identification and display of caller information during phone calls:**
 - **Caller ID: Short for Caller Identification, this feature displays the incoming caller's phone number and, if available, the caller's name, on the recipient's phone or device. Caller ID helps users screen calls and decide whether to answer, ignore, or redirect them based on the caller's information.**
 - **CLIP (Calling Line Identification Presentation): This feature is essentially the same as Caller ID, and the terms are often used interchangeably. CLIP displays the caller's phone number and, if available, their name on the recipient's device during an incoming call, helping users to identify the caller before answering the call.**
 - **CLIR (Calling Line Identification Restriction): This feature allows users to block or hide their phone number and, if applicable, their name, when making outgoing calls. When CLIR is enabled, the recipient's device will display a "Private" or "Blocked" message instead of the caller's information. CLIR is useful for users who want to maintain privacy during calls or avoid revealing their phone number to certain contacts.**
- **Click-to-Dial: This VoIP feature enables users to initiate phone calls by simply clicking on a phone number displayed within a compatible application, such as a web browser, email client, or Customer Relationship Management (CRM) software. Click-to-dial streamlines the process of placing calls and eliminates the need to manually dial numbers, reducing the risk of misdialing and saving time for users.**
- **Do Not Disturb (DND): This VoIP feature allows users to temporarily disable incoming calls, notifications, or alerts on their phone or device, ensuring that they are not interrupted during important tasks or periods of focus. When the Do Not Disturb feature is enabled, incoming calls are typically routed directly to voicemail, and the caller may hear a recorded message or tone indicating that the recipient is not available to take the call.**
- **External Line Ringing Assignment: This VoIP feature allows administrators or users to configure how incoming calls from external sources (such as calls originating outside the VoIP network or organization) are distributed and routed to specific devices, extensions, or groups within the system.**

External line ringing assignment can be customized to suit various business needs and scenarios, such as:

- **Simultaneous Ringing:** Incoming external calls can be set to ring on multiple devices or extensions simultaneously, ensuring that the call is answered promptly by the first available user.
- **Sequential Ringing:** Calls can be routed to follow a predetermined sequence of devices or extensions, moving on to the next in line if the previous one doesn't answer within a specified time.
- **Round Robin:** Calls are distributed evenly among a group of devices or extensions, with each subsequent call being routed to the next device or extension in a circular pattern.
- **Priority-based Routing:** Calls can be routed to specific devices or extensions based on their priority level, ensuring that higher-priority users or departments receive calls first.
- **Time-based Routing:** Calls can be routed to different devices or extensions based on the time of day, ensuring that calls are handled efficiently during and outside of regular business hours.
- **Hotline:** In the context of VoIP and telephony, a hotline refers to a dedicated phone line or extension that automatically connects callers to a specific destination without requiring them to dial any additional numbers or codes. Hotlines are often used to provide immediate access to essential services, support, or information, and can be found in various settings, such as customer support centers, emergency services, crisis hotlines, or internal company communication.
- **Import/Export of Directories:** In the context of VoIP systems, this feature allows users or administrators to easily transfer contact information, such as names, phone numbers, and extensions, between the VoIP system and external sources, such as spreadsheets, databases, or other contact management applications. The import/export functionality simplifies the process of updating and maintaining contact directories, ensuring that the VoIP system's contact information remains accurate, up-to-date, and accessible to users.

Some common use cases for the import/export of directories feature include:

- **Initial setup:** When implementing a new VoIP system, administrators can import existing contact directories from their previous phone system or contact management application, avoiding manual data entry and saving time.
- **Synchronization:** By regularly importing and exporting directories, businesses can synchronize contact information between their VoIP system and external applications, such as CRM software or email clients, ensuring that all systems have the most recent contact data.
- **Backup and recovery:** Exporting contact directories can serve as a backup, allowing administrators to recover and restore contact data in case of data loss, system failure, or migration to a new VoIP system.

- **Bulk updates:** Importing directories can streamline the process of updating contact information for multiple users or extensions at once, particularly when organizational changes or restructuring occur.
- **Inquiry Call:** Also known as a "consultation call" or "intercom call," this VoIP feature allows users to place a current call on hold and initiate a separate internal call to another extension or colleague within the same network. Inquiry calls are often used for seeking assistance, clarifying information, or discussing details with a colleague before returning to the original call.
- **Intrude:** The Intrude feature, also known as "call monitoring," "listen-in," "whisper," or "full 3-party" mode, is a VoIP functionality that allows authorized users, typically supervisors or managers, to monitor, listen to, or join ongoing calls between other users within the same network. This feature is primarily used in business settings, such as contact centers or customer support departments, for quality assurance, training, or providing assistance to employees.

The Intrude feature has three main modes:

- **Listen-in:** In this mode, the supervisor can silently monitor the call without being heard by either the agent or the caller. This is useful for assessing agent performance, ensuring adherence to protocols, or identifying areas for improvement.
 - **Whisper:** In this mode, the supervisor can speak to the agent without the caller hearing the conversation. This allows the supervisor to provide guidance, advice, or information to the agent during the call without interrupting the conversation with the caller.
 - **Full 3-party (barge-in):** In this mode, the supervisor can join the call as a third party, allowing them to actively participate in the conversation with both the agent and the caller. This can be useful in situations where the supervisor's expertise or authority is needed to resolve a complex issue or address a customer concern.
- **Music on Hold:** This VoIP feature allows callers to listen to music or pre-recorded messages while they are placed on hold or waiting in a queue. Music on hold is designed to improve the caller's experience by providing entertainment or information during waiting times and helping to reduce the perceived wait time.
- **Paging via System Phones:** This VoIP feature allows users to make announcements or broadcast messages to multiple system phones or extensions within the same network simultaneously. Paging is useful for quickly sharing information, making general announcements, or contacting specific individuals or groups without having to make individual calls.

In a VoIP system, paging can be implemented using one of the following methods:

- **Multicast Paging:** This method utilizes the multicast feature of VoIP networks, where a single audio stream is transmitted to multiple devices or extensions simultaneously. Users can initiate a paging call by dialing a specific feature code or pressing a dedicated paging button on their phone. Once connected, the user can make their announcement, and it will be broadcast to all designated devices or extensions.
- **Group Paging:** This method allows users to define specific paging groups, each consisting of a set of extensions or devices. When a user initiates a group paging call, the announcement is broadcast only to the devices or extensions within the selected group.
- **Intercom Paging:** This method involves using the intercom feature on supported VoIP phones to make announcements or broadcast messages. The user dials a specific intercom code or presses the intercom button on their phone, followed by the target extension or group code. The announcement is then broadcast to the selected devices or extensions.
- **Phone Book:** In VoIP systems, a Phone Book is a directory that contains a list of contacts or extensions and their associated phone numbers, addresses, or other relevant information. Phone Books are typically accessible through a compatible VoIP phone or device, or via web-based or software applications, and can be customized to meet the needs of different users or organizations.

Types of directories are:

- **Personalized Directories:** Users can create their own Phone Books, adding and managing their own contacts or extensions. Personalized directories are useful for users who regularly communicate with a specific set of contacts, allowing them to easily access their contact information.
- **System-wide Directories:** Administrators can create system-wide Phone Books, containing a comprehensive list of all extensions, departments, or employees within the organization. These directories can be used for internal communication, routing calls to the appropriate personnel, or providing information to customers or external contacts.
- **Re-dial:** This VoIP feature allows users to automatically redial the last dialed number or the last call that was not answered. Re-dial can save time and improve efficiency, particularly when trying to reach someone who was not available during the first call attempt.
- **Softphone:** A Softphone, also known as a software phone, is a software application that allows users to make and receive phone calls over the internet using a computer, tablet, or mobile device. Softphones can be used as an alternative to traditional hardware-based telephones and can offer a range of features and functionalities that are not typically found on physical phones.

Some common features of Softphones include:

- **Call management:** Softphones typically include features such as call hold, transfer, conferencing, and call recording.
- **Video conferencing:** Softphones can support video calls, allowing users to conduct face-to-face conversations and meetings.
- **Instant messaging:** Some softphones include integrated instant messaging (IM) capabilities, allowing users to send and receive messages to contacts within the same network.
- **Presence information:** Softphones can display a user's presence status, indicating whether they are available, busy, or offline.
- **Integration with other applications:** Softphones can be integrated with other applications, such as CRM systems, contact management software, or helpdesk platforms, to streamline communication and improve productivity.

Web Application

- **Web Portal:** A Web Portal, also known as a web-based interface or a web-based management console, is a web-based application that allows users to access and manage their VoIP services, settings, and features through a web browser. Web portals provide a convenient and user-friendly way for users to manage their VoIP services and settings from any location with internet access.

VoIP web portals typically offer a wide range of features and functionalities, including:

- **Account management:** Users can view and manage their account information, such as billing details, payment history, and subscription plans.
 - **Call management:** Users can view and manage their call history, including missed, received, and dialed calls. Users can also manage their voicemail settings, call forwarding, and other call-related settings.
 - **Contacts and directories:** Users can manage their contact lists, directories, and speed dials, including importing and exporting contact information.
 - **User settings:** Users can manage their user settings, such as their presence status, call forwarding, and caller ID.
 - **Integration with other applications:** Web portals can be integrated with other applications, such as CRM systems, to provide a seamless and efficient communication experience.
 - **Reporting and analytics:** Administrators can view reports and analytics on call usage, call quality, and other metrics to optimize their VoIP system's performance.
- **Browser-Based System Programming:** This VoIP feature allows administrators to manage and configure their VoIP system's settings and features through a web-based interface. Browser-based system programming provides a convenient and user-friendly

way for administrators to make changes to their system settings from any location with internet access.

Administrators can use the web-based interface to configure a wide range of settings and features, including:

- **User management:** Administrators can create, modify, and delete user accounts, as well as manage their access levels and permissions.
- **Call routing:** Administrators can configure call routing rules, such as call forwarding, call blocking, and caller ID settings.
- **System settings:** Administrators can configure system settings, such as time and date settings, call recording settings, and network configuration.
- **Voicemail settings:** Administrators can configure voicemail settings, such as voicemail greetings, voicemail to email settings, and message playback options.
- **Call management:** Administrators can manage call queues, call groups, and call center settings.
- **Reporting and analytics:** Administrators can view reports and analytics on call usage, call quality, and other metrics to optimize their VoIP system's performance.

Browser-based system programming provides full control to administrators, allowing them to make administrative changes and customizations to their VoIP system quickly and easily. This feature can help businesses and organizations to maintain a flexible and efficient communication system that meets their specific needs and requirements.

- **Browser-Based Call Attendant:** A Browser-Based Call Attendant is a web-based application that allows receptionists or call center agents to manage incoming calls and route them to the appropriate extension or department. This feature is typically used in businesses or organizations that receive a high volume of incoming calls and require a streamlined call handling process.

With a Browser-Based Call Attendant, users can manage incoming calls through a web-based interface, which may include features such as:

- **Call routing:** Users can route incoming calls to the appropriate extension or department based on pre-defined rules, such as IVR menus, time of day, or caller ID.
- **Call queuing:** Users can manage incoming calls that are waiting in a queue and prioritize them based on urgency or other criteria.
- **Caller information:** Users can view information about the caller, such as their name, phone number, and call history, to better manage the call.
- **Call transfer:** Users can transfer calls to other extensions or departments, or place calls on hold, depending on the caller's needs.
- **Call monitoring:** Users can monitor calls in progress to ensure quality and provide assistance if needed.

- **Reporting and analytics:** Users can view reports and analytics on call volume, wait times, and other metrics to optimize call handling processes.
- **Multiple User between Devices:** This VoIP feature allows users to access their VoIP services and features from multiple devices, including desk phones, softphones, and mobile devices. This feature enables users to use their preferred communication device, depending on their location and situation, without sacrificing the functionality and features of their VoIP system.

With Multiple User between Devices, users can:

- **Access their VoIP services and features from any device:** Users can access their VoIP services and features from any compatible device, including desktop phones, softphones, and mobile devices.
- **Maintain consistent settings and preferences:** Users can maintain their settings and preferences across all their devices, such as speed dials, contact lists, and call forwarding rules.
- **Seamlessly switch between devices:** Users can seamlessly switch between their devices during a call, without interrupting the call or losing any features or functionalities.
- **Receive calls on multiple devices simultaneously:** Users can receive incoming calls on multiple devices simultaneously, ensuring that they never miss an important call.

Mobile App

- **Android Apps:** Android Apps are software applications that can be downloaded and installed on Android mobile devices, such as smartphones and tablets. Android Apps can offer a range of features and functionalities that allow users to make and receive phone calls, send and receive messages, and access other VoIP services from their Android devices.

Some common features of Android Apps for VoIP include:

- **Call management:** Android Apps can offer features such as call hold, transfer, conferencing, and call recording.
- **Messaging:** Android Apps can support messaging features, such as SMS, MMS, and instant messaging, allowing users to send and receive messages to contacts within the same network.
- **Video conferencing:** Some Android Apps support video calls, allowing users to conduct face-to-face conversations and meetings.
- **Presence information:** Android Apps can display a user's presence status, indicating whether they are available, busy, or offline.

- **Integration with other applications:** Android Apps can be integrated with other applications, such as CRM systems or contact management software, to streamline communication and improve productivity.
- **iPad/iPhone:** Apple Apps are software applications that can be downloaded and installed on Apple mobile devices, such as smartphones and tablets. Apple Apps can offer a range of features and functionalities that allow users to make and receive phone calls, send and receive messages, and access other VoIP services from their Apple devices.

Some common features of Apple Apps for VoIP include:

- **Call management:** Apple Apps can offer features such as call hold, transfer, conferencing, and call recording.
- **Messaging:** Apple Apps can support messaging features, such as SMS, MMS, and instant messaging, allowing users to send and receive messages to contacts within the same network.
- **Video conferencing:** Some Apple Apps support video calls, allowing users to conduct face-to-face conversations and meetings.
- **Presence information:** Apple Apps can display a user's presence status, indicating whether they are available, busy, or offline.
- **Integration with other applications:** Apple Apps can be integrated with other applications, such as CRM systems or contact management software, to streamline communication and improve productivity.

Attendant Console/Hunt Group

- **Automated Attendant/Voice Menus:** An Automated Attendant, also known as an auto-attendant, or a voice menu, is a VoIP feature that allows callers to navigate through a series of pre-recorded options using their phone's keypad or voice recognition technology. Automated Attendants can provide callers with information or direct them to the appropriate department or extension without the need for a live operator.

With an Automated Attendant, callers can:

- **Select options from a pre-recorded menu:** Callers can listen to a pre-recorded menu of options and select the appropriate option by pressing a number on their phone's keypad or by using voice recognition technology.
- **Receive automated responses:** Callers can receive automated responses that provide them with information, such as business hours, directions, or website links.
- **Be directed to the appropriate department or extension:** Callers can be directed to the appropriate department or extension based on their selection or based on pre-defined rules, such as time of day or caller ID.

- **Leave voicemail messages:** Callers can leave voicemail messages if the appropriate department or extension is not available or if they choose to do so.
- **Contact Center:** A Contact Center is a VoIP system that provides a centralized platform for managing incoming and outgoing customer communications, including phone calls, emails, chat messages, and social media interactions. Contact Centers are typically used in businesses and organizations that require a high level of customer service and support, such as customer service centers, sales teams, and helpdesk teams.

Contact Centers can be customized to meet the specific needs and requirements of the business or organization. They can include a range of features and functionalities, such as:

- **Automated Attendant:** An Automated Attendant can direct incoming calls to the appropriate department or agent based on pre-defined rules or a caller's selection.
- **Call Queuing:** Call Queuing can manage incoming calls that are waiting in a queue and prioritize them based on urgency or other criteria.
- **Skill-Based Routing:** Skill-Based Routing can route calls to the appropriate agent based on their skill set, expertise, or language proficiency.
- **Call Recording:** Call Recording can record calls for training, compliance, or quality assurance purposes.
- **Real-Time Reporting:** Real-Time Reporting can provide supervisors and managers with real-time data on call volume, wait times, and other metrics to optimize performance and productivity.
- **Integration with CRM and other Applications:** Contact Centers can be integrated with Customer Relationship Management (CRM) systems and other applications to streamline communication and improve productivity.
- **Hunt Group:** A Hunt Group, also known as a call group, is a VoIP feature that allows incoming calls to be routed to a group of extensions, such as a department or team, instead of a single extension. Hunt Groups are commonly used in businesses and organizations that require a team-based approach to call handling, such as sales teams, customer service centers, or technical support teams.

With a Hunt Group, incoming calls are distributed to a group of extensions in a specific order or based on specific rules. For example, calls may be distributed based on the availability of the agents, such as the first available agent or the least busy agent. Alternatively, calls may be distributed to agents in a specific order, such as based on their seniority or their specific skill set.

Some common features of Hunt Groups include:

- **Call Distribution:** Hunt Groups can distribute incoming calls to a group of extensions based on specific rules or in a specific order.
- **Call Routing:** Hunt Groups can route calls to the appropriate extension or agent based on the rules or order defined in the group.

- **Call Queuing:** Hunt Groups can manage incoming calls that are waiting in a queue and prioritize them based on urgency or other criteria.
- **Real-Time Reporting:** Hunt Groups can provide supervisors and managers with real-time data on call volume, wait times, and other metrics to optimize performance and productivity.
- **Hunt List:** A Hunt List is a VoIP feature that allows incoming calls to be routed to a list of extensions in a specific order. Hunt Lists are commonly used in businesses and organizations that require a specific order of call handling, such as a sales team or a support team.

With a Hunt List, incoming calls are routed to a list of extensions in a specific order. If the first extension in the list is busy or unavailable, the call is automatically routed to the next extension in the list until it is answered or until the end of the list is reached.

Some common features of Hunt Lists include:

- **Call Routing:** Hunt Lists can route incoming calls to a list of extensions in a specific order.
- **Call Distribution:** Hunt Lists can distribute incoming calls to a list of extensions until the call is answered or the end of the list is reached.
- **Real-Time Reporting:** Hunt Lists can provide supervisors and managers with real-time data on call volume, wait times, and other metrics to optimize performance and productivity.

Reporting

- **Agent Log-In Reports:** Agent Log-In Reports are VoIP reports that provide data on when agents log in and out of their phones or other VoIP devices. These reports are commonly used in contact centers or other organizations with large teams of agents to monitor agent productivity and track performance metrics.

With Agent Log-In Reports, supervisors and managers can:

- **Monitor Agent Productivity:** Agent Log-In Reports can provide supervisors and managers with real-time data on when agents are logged in and available to take calls, allowing them to monitor productivity and identify areas for improvement.
- **Track Performance Metrics:** Agent Log-In Reports can track performance metrics, such as average handle time, call volume, and call resolution rate, to optimize performance and productivity.
- **Identify Trends and Patterns:** Agent Log-In Reports can identify trends and patterns in agent behavior, such as peak call times, call volume by department, or call volume by product, to optimize call handling processes and improve customer service.

- **Schedule and Forecast Staffing Needs:** Agent Log-In Reports can provide supervisors and managers with data on call volume and call patterns, allowing them to schedule and forecast staffing needs more accurately.
- **Agent Reports:** Agent Reports are VoIP reports that provide data on the performance of individual agents or groups of agents in a contact center or other organization. These reports are commonly used by supervisors and managers to monitor agent productivity, track performance metrics, and identify areas for improvement.

With Agent Reports, supervisors and managers can:

- **Monitor Agent Productivity:** Agent Reports can provide supervisors and managers with real-time data on the performance of individual agents, such as call volume, call duration, and average handle time, allowing them to monitor productivity and identify areas for improvement.
- **Track Performance Metrics:** Agent Reports can track performance metrics, such as call resolution rate, customer satisfaction scores, and first-call resolution rate, to optimize performance and productivity.
- **Identify Training Needs:** Agent Reports can identify training needs and skills gaps, allowing supervisors and managers to provide targeted training and coaching to improve agent performance.
- **Optimize Call Handling Processes:** Agent Reports can identify inefficiencies and bottlenecks in call handling processes, allowing supervisors and managers to optimize processes and improve customer service.
- **Evaluate Agent Performance:** Agent Reports can evaluate the performance of individual agents, allowing supervisors and managers to make informed decisions about promotions, raises, and other career development opportunities.
- **Call Reports for Hunt Groups, Attendant Console, and Users:** Call Reports for Hunt Groups, Attendant Console, and Users are VoIP reports that provide data on the performance of these specific features in a VoIP system. These reports are commonly used by supervisors and managers to monitor call volume, call handling times, and other metrics to optimize performance and improve customer service.
 - **Call Reports for Hunt Groups:** Hunt Group Call Reports provide data on the performance of a hunt group, such as call volume, call duration, and average handle time. These reports can help supervisors and managers to optimize call handling processes, reduce wait times, and ensure that calls are routed to the appropriate extension or agent.
 - **Call Reports for Attendant Console:** Attendant Console Call Reports provide data on the performance of the automated attendant or voice menu feature, such as call volume, menu selections, and call duration. These reports can help supervisors and managers to optimize the automated attendant or voice menu, reduce wait times, and ensure that callers are directed to the appropriate department or extension.

- **Call Reports for Users:** User Call Reports provide data on the performance of individual users, such as call volume, call duration, and average handle time. These reports can help supervisors and managers to monitor user productivity, identify areas for improvement, and provide targeted training and coaching to improve user performance.
- **Voice Recording:** Voice Recording is a VoIP feature that allows calls to be recorded and saved for training, compliance, or quality assurance purposes. Voice Recording is commonly used in contact centers or other organizations that require a high level of customer service and support, such as customer service centers, sales teams, and helpdesk teams.

Conferencing

- **Audio Conference Dashboard:** An Audio Conference Dashboard is a VoIP feature that provides a user-friendly interface for managing and monitoring audio conference calls. The dashboard can be used by moderators or participants of the conference call to access various features and functionalities, such as participant management, call recording, and real-time collaboration.
- **Conference Calling:** A Conference Call is a VoIP feature that allows multiple participants to join a virtual meeting or discussion using their VoIP phones or other devices. Conference Calls are commonly used in businesses and organizations that require collaboration among team members or communication with external partners, clients, or customers.

Some common features of Conference Calls include:

- **Multi-Party Conferencing:** Conference Calls can support multiple participants in a virtual meeting or discussion.
- **Call Recording:** Conference Calls can record the call for training or compliance purposes.
- **Participant Management:** Conference Calls can manage participant access and participation, allowing moderators to mute or unmute participants or remove them from the call if necessary.
- **Real-Time Collaboration:** Conference Calls can support real-time collaboration, allowing participants to share files, screen views, and other information during the call.
- **Conference Call Rooms:** Conference Call Rooms are virtual meeting spaces that are designed for audio-only conference calls. Conference Call Rooms can be accessed by participants from anywhere with an internet connection using their VoIP phones or other devices.

With Conference Call Rooms, participants can join a virtual meeting or discussion using their VoIP phones or other devices. Conference Call Rooms can be used for internal team meetings, client meetings, or other virtual discussions.

Features of Conference Call Rooms include:

- **Audio Quality:** Conference Call Rooms provide high-quality audio for clear communication during the conference call.
- **Multi-Party Conferencing:** Conference Call Rooms can support multiple participants in a virtual meeting or discussion.
- **Call Recording:** Conference Call Rooms can record the call for training or compliance purposes.
- **Participant Management:** Conference Call Rooms can manage participant access and participation, allowing moderators to mute or unmute participants or remove them from the call if necessary.
- **Scheduling and Booking:** Conference Call Rooms can be scheduled and booked in advance to ensure availability for virtual meetings or discussions.
- **Meet-Me Conference Rooms:** Meet-Me Conference Rooms are virtual meeting spaces that are designed for audio and video conference calls. Meet-Me Conference Rooms can be accessed by participants from anywhere with an internet connection using their VoIP phones or other devices.

With Meet-Me Conference Rooms, participants can join a virtual meeting or discussion using their VoIP phones or other devices. Meet-Me Conference Rooms can be used for internal team meetings, client meetings, or other virtual discussions.

Some common features of Meet-Me Conference Rooms include:

- **Audio and Video Quality:** Meet-Me Conference Rooms provide high-quality audio and video for clear communication during the conference call.
- **Multi-Party Conferencing:** Meet-Me Conference Rooms can support multiple participants in a virtual meeting or discussion.
- **Call Recording:** Meet-Me Conference Rooms can record the call for training or compliance purposes.
- **Participant Management:** Meet-Me Conference Rooms can manage participant access and participation, allowing moderators to mute or unmute participants or remove them from the call if necessary.
- **Scheduling and Booking:** Meet-Me Conference Rooms can be scheduled and booked in advance to ensure availability for virtual meetings or discussions.

3rd Party Integration

- **Microsoft 365 Integration:** Microsoft 365 Integration is a VoIP feature that allows users to integrate their VoIP system with Microsoft 365 applications such as Outlook, Teams, and SharePoint. By integrating VoIP with Microsoft 365, users can improve collaboration, increase productivity, and streamline communication processes.

Features of Microsoft 365 Integration should include:

- **Outlook Integration:** VoIP can be integrated with Outlook to enable users to make calls directly from their email client.
- **Teams Integration:** VoIP can be integrated with Teams to enable users to make calls directly from the Teams platform.
- **SharePoint Integration:** VoIP can be integrated with SharePoint to enable users to access call data and other VoIP features directly from the SharePoint platform.
- **Presence Status:** Microsoft 365 Integration can provide presence status information, indicating whether a user is available, busy, or offline.
- **Contact Syncing:** Microsoft 365 Integration can sync contacts between VoIP and Microsoft 365 applications, reducing the need for manual data entry and improving collaboration.
- **Synchronize with Outlook:** Synchronizing with Outlook is a VoIP feature that allows users to synchronize their VoIP system with Microsoft Outlook, a popular email and calendar application. By synchronizing VoIP with Outlook, users can make and receive calls directly from their email client and manage their schedules more efficiently.

Some common features of Synchronizing with Outlook include:

- **Click-to-Call:** Users can make calls directly from their Outlook contact list by clicking on a phone number.
- **Call Logging:** VoIP calls can be automatically logged in Outlook, providing a record of all incoming and outgoing calls.
- **Schedule Management:** Users can manage their schedules more efficiently by syncing their VoIP system with their Outlook calendar.
- **Presence Status:** Synchronizing with Outlook can provide presence status information, indicating whether a user is available, busy, or offline.
- **Call Notification:** Users can receive notifications of incoming calls directly in their Outlook email client, improving communication efficiency.

SIP Trunking

- **SIP Clients:** A SIP (Session Initiation Protocol) client is a software application that enables users to make voice and video calls over the internet using a VoIP system. SIP clients can be installed on desktop computers, laptops, mobile devices, and other devices to provide a convenient and flexible way of making and receiving calls.
- **SIP Trunks:** SIP Trunks are a VoIP feature that enables the use of VoIP technology to make and receive phone calls over the internet, rather than using traditional telephone lines. SIP trunks provide a flexible, scalable, and cost-effective way of managing voice traffic for businesses and organizations.

GRANULAR CONTROL-DEFINED

- This feature empowers administrators with the ability to meticulously manage, customize, and monitor individual components within the Voice-over IP (VoIP) system. By tweaking individual settings like user permissions, call routing rules, security protocols, bandwidth usage, or data analytics, administrators can tailor the system's operations to perfectly suit the organization's needs. Granular control thus contributes to an optimized communication experience, improved resource utilization, and enhanced overall system efficiency, while also providing a powerful tool for troubleshooting and system management.

PROBLEM SEVERITY-DEFINED

- **Severity A**
 - **Critical business impact (HIGH)**
 - Our Agency has significant loss or degradation of services, i.e., our essential operations have been severely affected, and require immediate attention.
 - **INITIAL RESPONSE TIME**
 - 15 minutes to 1 hour
 - 24x7 access
- **Severity B**
 - **Moderate business impact (MEDIUM)**
 - Our Agency has moderate loss or degradation of services, i.e., we are facing some disruption but can still operate to some degree, even if at a reduced capacity, but work can reasonably continue in an impaired manner.
 - **INITIAL RESPONSE TIME**
 - 2 hours to 4 hours

- **24x7 access**
- **Severity C**
- **Minimum business impact (LOW)**
- **Our Agency is functioning with minor impediments or intermittent disruptions of services, i.e., we are experiencing small disruptions or difficulties that slightly hinder their usual operations but don't prevent them from conducting business.**
- **INITIAL RESPONSE TIME**
- **4 hours to 8 hours**
- **24x7 access**