



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

State of West Virginia
Master Agreement

Order Date: 2015-01-29



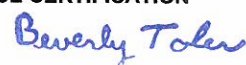
CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Number: CMA 0210 0210 SWCLDPHONE15	Procurement Folder: 55913
Document Name: SWCLDPHONE15	Reason for Modification:
Document Description: Open-End SWC for Long Distance Phone Services	
Procurement Type: Statewide MA (Open End)	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2015-02-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-01-31

VENDOR	DEPARTMENT CONTACT
METHOD ONE COMMUNICATIONS PO BOX 12230 CHARLESTON WV 25302230 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

PURCHASING DIVISION AUTHORIZATION SIGNED BY:  DATE: 1-29-15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY:  DATE: 2/2/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY:  DATE: FEB 2 2015 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

STATEWIDE OPEN-END CONTRACT

THE VENDOR, METHOD ONE COMMUNICATIONS, AGREES TO ENTER WITH ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS INTO AN OPEN END STATEWIDE CONTRACT TO PROVIDE FOR 1) TRADITIONAL LONG DISTANCE SERVICES (INTRASTATE, INTERSTATE, CALLING CARD AND INTERNATIONAL); 2) TOLL FREE SERVICES; AND 3) DIRECTORY ASSISTANCE SERVICE PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO 1 DATED 12/12/2014, ADDENDUM NO 2 DATED 01/09/2015, AND THE VENDOR'S PROPOSAL DATED 1/12/2015 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.

****THIS CONTRACT AWARD DOES NOT INCLUDE INTERNET PROTOCOL (IP) BASED TOLL FREE SERVICES WHICH THE VENDOR PROPOSED AS AN OPTIONAL SERVICE IN THEIR BID AND THE STATE REJECTED BY LETTER DATED JANUARY 28, 2015, THOSE SERVICES ARE CURRENTLY AVAILABLE UNDER A SEPARATE STATEWIDE CONTRACT.****

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111502				\$0.000000

Description: Long distance telephone services**Extended Description:**

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83111502				\$0.000000

Description: Long distance telephone services**Extended Description:**

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	83111502				\$0.000000

Description: Long distance telephone services**Extended Description:**

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	83111502				\$0.000000

Description: Long distance telephone services**Extended Description:**

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	83111502				\$0.000000

Description: Long distance telephone services**Extended Description:**

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Per Minute charges, shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	83111502				\$0.000000

Description: Long distance telephone services

Extended Description:

Total Order Amount	Open End
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SWCLDPHONE15	Document Phase Draft	Document Description Open-End SWC for Long Distance Phone Services	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "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.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on February 1, 2015 and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

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

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

☒ **Commercial General Liability Insurance:** In the amount of _____
\$1,000,000.00 or more.

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

☐☐☐☐☐

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

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

☐☐☐☐

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
- This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for 1) traditional long distance services (intrastate, interstate, Calling card and international); 2) toll free services; and 3) directory assistance service. This solicitation does not include Internet Protocol (IP) inbound toll free services which are currently available under a separate statewide contract.

CURRENT ENVIRONMENT

The WVOT currently processes billing for all agencies for both Inter and Intra State calling services. While the Custom Centrex and long distance services are covered under separate contracts, they work together to facilitate intra-state calling capability and inter-state calling services.

A consolidated intrastate backbone network referred to as the Custom Centrex platform serves WV state government and educational institutions. The dedicated intra-LATA facilities comprising the network are currently leased from a third party vendor. There are 31 Centrex nodes currently in operation throughout the State to provide a wider intrastate and local calling service area. In addition to dedicated switching and transport routing, these Centrex nodes also provide local dial tone via telephone lines to the State's respective geographic areas. Egress points for this traffic are located in Charleston, WV and Clarksburg, WV.

The intra-LATA network carries traffic to and from the long distance network; the long distance network provides for interstate calling, international calling, inbound calling functions, inter-LATA connectivity (dedicated and switched), interstate connectivity (dedicated and switched) and toll free services (inbound and outbound).

In addition to the dedicated facilities for the egress points, some agencies have dedicated T-1s to handle their inbound toll free traffic as well as the outbound long distance. It should also be noted that not all state services related to this contract are currently being handled by the State's incumbent provider. This may be partially due to exempt agencies (legislative, judicial, higher education) or services that have not been identified as needing to be converted to the statewide contracted services.

Examples:

- A. An agency is serviced through the Centrex node in Huntington, WV.

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When this agency wants to call Morgantown, WV, the call is processed at the Huntington Centrex node. The call is then routed across the network (and the LATA crossing) and completed via the Morgantown, WV node, resulting in a local call.

B. If this same agency (referenced in example A) wants to make a long distance interstate call, the call is routed from the Huntington Centrex node to the Charleston egress point - it transitions from the Centrex network to the Long Distance network to complete the call.

C. If this same agency (referenced in example A) wants to call another agency in the Bluefield area, the call is routed to the Charleston egress point where it switches to the Long Distance provider's network. It remains on the Long Distance provider's network to Bluefield, routes to the correct Central Office and completes the call.

D. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intra-LATA, inter-LATA, interstate, etc.), the calls is switched at the Central Office by means of a LPIC/PIC code to the Long Distance provider's network and the call is completed.

Below is a sample of the average monthly usage under the current long distance service contract:

Description	Average Minutes
Domestic Interstate	105,551
Domestic Intrastate	594,095
Toll Free Interstate	266,088
Toll Free Intrastate	882,611
Payphone	2,036
Canada	715
Caribbean	132
Directory Assistance	28
Ded Outbound-Intrastate	77,502
Ded Outbound-Interstate	226,897
International	256
Mexico	-
Toll Free Non Mainland	1,295
Calling Card	1,815

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2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
- 2.1 **"Calling Card"** means calls placed with the use of a calling card issued by the vendor.
- 2.2 **"Contract Item" or "Contract Items"** means traditional long distance services (Intrastate, Interstate, and International), calling card services, inbound toll free calling services and directory assistance.
- 2.3 **"Centrex"** means a PBX-like services providing switching and features at the central office instead of at the customer's premises.
- 2.4 **"Dedicated"** means network access for locations with sufficient traffic volumes to support circuits dedicated to the direct access of the carrier.
- 2.5 **"DID"** means Direct Inward Dialing number. Telephony service providers use DID signaling to identify the number they are about to connect to the business PBX. The PBX would use these DID digits to switch the call to the right recipient.
- 2.6 **"Domestic Interstate"** means calls that are placed within one state and received in another state, within the 50 United States (domestic).
- 2.7 **"Domestic Intrastate"** means calls that are placed and received within the same state inside the 50 United States.
- 2.8 **"FCC"** means Federal Communications Commission.
- 2.9 **"Inter-LATA"** means a call that is placed within one LATA (Local Access Transport Area) and received in a different LATA. These calls are carried by a long distance company.
- 2.10 **"Intra-LATA"** is also known as "local toll" or "local long distance." These are calls that originate and terminate in the same Local Access Transport Area (LATA), but still require a 1 + in order to complete them. Your local carrier is allowed by law to reserve a geographic area (not more than 50 miles) around your home for intra-LATA calls NOT passed to your long distance carrier. These areas (in some localities called "zones") are typically listed in the front of your local phone book.
- 2.11 **"IXC"** means Inter Exchange Carrier.

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- 2.12 **"LATA"** means Local Access Transport Area also called Service areas by some telephone companies. It's a local (one of approximately 196) geographical area in the US with which a local telephone company may offer telecommunications services-local or long distance.
- 2.13 **"Local Exchange Carrier (LEC)"** is the regulatory term in telecommunications for the local telephone company.
- 2.14 **"Local Portability Charge"** means that under the Federal Communications Commission's "local number portability" (LNP) rules, so long as you remain in the same geographic area, you can switch telephone service providers and keep your existing phone number. Some vendors charge their customers fees to recover the costs that they incur in providing number portability.
- 2.15 **"LPIC/PIC"** means Local Primary Interexchange Carrier/Primary Interexchange Carrier.
- 2.16 **"NPA"** means Numbering Plan Area which is a three digit code commonly called an area code.
- 2.17 **"NXX"** means central office code, also known as exchange or prefix.
- 2.18 **"PBX"** means the Private Branch Exchange which is a telephone switch that serves a particular business or office site.
- 2.19 **"PIC"** means Primary Interexchange Carrier – the primary long distance carrier through which all interstate long distance calls are made (1+ dialing).
- 2.20 **"PoP"** stands for Point of Presence. PoP is an artificial demarcation point or interface point between communicating entities. A point of presence is a location where a long-distance carrier (IXC) could terminate services and provide connections into a local telephone network (LATA).
- 2.21 **"PRI"** means Primary Rate Interface.
- 2.22 **"Pricing Pages"** means the schedule of prices and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation Response.
- 2.23 **"Project Manager"** means the responsible party for managing the implementation and conversion of this contract (Transition Project Manager), and the responsible party serving as the single point of contact for all problem

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resolution, billing issues, installation activity, etc. for the life of the contract (Contract Project Manager).

- 2.24 **"P.01 Grade of Service"** is the probability of a call in a circuit group being blocked or delayed for more than a specified interval. Rejected calls occur as a result of heavy traffic loads (congestion) on the system and can result in the call either being delayed or lost.
- 2.25 **"RespOrg"** means Responsible Organization, a term that refers to the companies with access to the Service Management System, the database that provides number management of all toll free telephone numbers. According to FCC regulations, the end user has the right to select their RespOrg and have their numbers transferred to their control.
- 2.26 **"SLD"** means Schools and Libraries Division of the Universal Service Administration Company
- 2.27 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.28 **"SPOC"** means Single Point of Contact.
- 2.29 **"Switched"** means network access via the State's contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.
- 2.30 **"T-1"** is a dedicated phone connection consisting of 24 individual channels, each of which supports 64 Kbits per second. Each 64 bit per second channel can be configured to carry voice or data traffic.
- 2.31 **"TCR"** means Telecommunications Change Request.
- 2.32 **"Toll Free"** includes both inbound and outbound calls. Inbound toll free means calls are completed at no cost to the entity originating the call.
- 2.33 **"USAC"** means Universal Service Administration Company.
- 2.34 **"USF"** means Universal Service Fund.
- 2.35 **"WVOT"** means West Virginia Office of Technology.

3. GENERAL REQUIREMENTS:

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3.1 Mandatory Contract Items Requirements and Deliverables: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements listed below.

3.1.1 Long Distance Services (Domestic Interstate and Intrastate, International, Calling Card)

3.1.1.1 Per Minute charges shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one minute. Vendor will round to the 4th decimal point.

3.1.1.2 Per minute charges for long distance calls shall be the same regardless if the call is made using Switched or Dedicated facilities.

3.1.1.3 All connectivity charges and coordination efforts required to connect to the two egress points will be the responsibility of the successful vendor.

3.1.1.4 The vendor will report to WVOT quarterly on the usage of the dedicated facilities. The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. The vendor will be responsible for the cost of all dedicated facilities and any additional facilities required.

3.1.1.5 The two egress points must have switched overflow capabilities in addition to the dedicated facilities.

3.1.1.6 Transition to the new service should be transparent to the station user. Dialing procedures must remain unchanged.

3.1.1.7 The vendor must be completely responsible for coordinating with the local exchange carriers in getting the LPIC/PIC code changed and placing a freeze on the changes for all existing outbound long distance services. This will be at no cost to the State. WVOT realizes any current LPIC/PIC freeze will be the State's responsibility to lift until the new LPIC/PIC changes are made.

3.1.1.8 Vendor must provide international calling capability. International calls shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one minute duration. Although only the per-minute rate proposed by the vendor for Canada will

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be included in the Pricing Pages, it is preferred that the vendor provide a price quote for all International destinations with their response.

3.1.1.9 Vendor must provide Calling Card capability. Calling card calls shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one minute.

3.1.1.10 Vendor is responsible for providing agencies with calling cards on a per request basis. WVOT currently estimates approximately 400 calling cards per year.

3.1.1.11 Monthly call detail records must be provided in an electronic format compatible with Microsoft Suite Products such as Excel and/or .csv,, and shall include all calls made through the switches. The detail record, at a minimum, shall include originating number, call to number, date of call, time of call, length of call and cost per call.

3.1.2 Inbound Toll Free Services

3.1.2.1 Based on FCC 800 portability regulations, no change in the present toll free numbers shall be acceptable, unless allowed by the State.

3.1.2.2 All converted and/or new dedicated facilities (i.e., T-1s, PRIs, etc.) must be included in the cost per minute. Vendor will maintain that services under one minute will be billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round to the 4th decimal point.

3.1.2.3 It is required that the vendor will complete inbound toll free calls from payphones, and that the local payphone provider is allowed a fee (surcharge) for the recovery of its costs.

3.1.2.4 The vendor must provide the following "advanced" features for supporting inbound toll free services when requested by WVOT.

Call Referral: This feature allows the toll free call to connect to the Customer's CPE (Customer Premises Equipment). The toll free call is routed based on caller-entered digits (i.e., "Please Press 1 to hear about White Water Rafting") or rotary default (i.e., "If you do not have a touch tone phone, please stay on the line.").

Caller Transfer: This feature allows a caller to be transferred to another toll free number based on the digits entered (i.e., "Press 1 if

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you are interested in making reservations at Canaan Valley State Park.”) The caller would have dialed the 1-800-CALLWVA but when they press 1, they would be transferred to the 800 number of Canaan Valley.

Informational Announcement: This feature offers a recorded voice message which may be used to assist in call routing. The message may be a menu of options, information prior to call termination, or information prior to connecting the call to the customer’s location.

Area Code Routing: This feature allows a customer to route calls to the same toll free number to a different terminating location (switched or dedicated) based on the originating area code of the caller.

Area Code Selection: This feature permits a customer to allow or block calls to a toll free number based on the originating area code of the caller.

Area Code/Exchange Routing: This feature allows a customer to (1) route calls to the same toll free number to different terminating locations (switched or dedicated) based on the originating area code (NPA) and exchange (NXX) of the caller and (2) allows a customer to block calls to a toll free number based on the originating area code (NPA) and exchange (NXX) of the caller.

Day of Week Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the day of the week.

Time of Day Routing: This feature allows a customer to route calls to the same toll free number to different terminating locations (switched or dedicated) based on the time of the day. Days may be divided into 15 minute increments.

3.1.2.5 During implementation/conversion, the vendor is responsible for providing weekly updates for all toll free services that are being processed via a “Responsible Organization Change Authorization” (RespOrg) transfer.

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3.1.2.6 The monthly call detail records must be provided in an electronic format compatible with Microsoft Suite Products such as Excel and/or .csv for all inbound toll free calls. The detail record, at a minimum, shall include: originating number, call to number, date of call, time of call, length of call, cost per call, and if the call was made from a payphone.

3.1.3 T-1 Dedicated Facilities

3.1.3.1 The vendor must provide, at no additional cost to the State, dedicated T-1s to carry the traffic (inbound and outbound) via the egress points. All costs associated with the egress points must be paid by the vendor. Agency's responsibility is limited to the payment of the cost of service.

3.1.3.2 The vendor is responsible for monitoring the dedicated facilities located at the egress points. Based on the monthly call report the vendor will notify the agency via formal memo to recommend additional dedicated facilities. Thereafter vendor is responsible for the set up and maintenance of any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. The vendor will be responsible for the cost of all dedicated facilities and any additional facilities required. Agency's responsibility is limited to the payment of the cost of service.

3.1.3.4 The vendor must provide the necessary facilities to maintain a P.01 grade of service or a 1 percent or less probability of callers being blocked to the facilities.

3.1.4 Directory Assistance

3.1.4.1 The vendor shall provide National Directory Assistance (area code-555-1212).

3.1.5 Implementation/Conversion

3.1.5.1 Within 14 calendar days of award, an initial face-to-face meeting will be held at the WVOT facility for all key members of the vendor's project team and the WVOT staff.

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3.1.5.1.1 During this meeting, the vendor will provide 1) a detailed implementation plan that insures the smooth transition in the new service; this may be submitted in Excel or Microsoft Project and will include at a minimum the start and end dates of activities and tasks. Any feedback required from the agency in order to complete the implementation plan will be referred to as a "WVOT implementation deliverable." 2) a sample of the vendor's electronic billing in pdf or Excel will be presented for agency review and recommendation , and 3) an overview of the vendor's customer support and trouble resolution services. These may be presented with response times, escalation procedures, and pertinent vendor contacts at a minimum.

3.1.5.1.2 During this meeting, WVOT shall provide the long distance account inventory information, including Agency name, division, agency address, and agency telephone number(s).

3.1.5.1.3 Any modifications to the implementation plan shall be discussed in detail at the meeting. The revised implementation plan shall be submitted to WVOT for approval within 5 calendar days after the meeting.

3.1.5.2 Within 30 days of award, the implementation/conversion shall begin.

3.1.5.3 Implementation/Conversion of existing services shall be as per the following timeframes. Any anticipated delays in implementation must be acknowledged in a formal memo to WVOT and the Purchasing Division. Failure to notify WVOT of untimely delays will result in liquidated damages:

a. Outbound long distance (interexchange) services in place at the time of award must be converted to the vendor no later than 120 calendar days after award.

b. Dedicated outbound long distance services shall be converted within 120 calendar days after award.

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c. Toll free services, without dedicated T-1s and/or advanced features, must be converted no later than 120 calendar days after award.

d. All remaining toll free services must be converted no later than 150 days after the award.

3.1.5.4 After each service is converted, the vendor will provide WVOT with a notice of completion via formal memo.

3.1.5.5 If the vendor fails to meet the required implementation/conversion timeframes within 150 calendar days from the award, the State has the option of withholding 10% of the invoiced charges for each month the time frames are not met.

3.1.5.6 The vendor should be advised that WVOT has limited resources to dedicate to this project so the State expects the vendor to assume all of the responsibilities required for implementation/conversion.

3.1.5.7 The vendor will be responsible for any PIC switching fees. This fee is charged by the local provider when you change long distance carriers.

3.1.5.8 The vendor will be responsible for any Local Number Portability Charges incurred when switching from one local telephone service provider to another. All agencies must have the ability to retain, at the same location, their existing local telephone numbers.

3.1.6 Project Management

3.1.6.1 Transition Project Manager

3.1.6.1.1 The vendor shall be required to designate a person as the single point of contact who is responsible for managing the implementation and conversion of these services. The Transition Project Manager will be provided a workspace at the WVOT's facility in Charleston, WV until 90% of all existing services have been completely converted.

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3.1.6.1.2 At a minimum, the Transition Project Manager shall be onsite at least three (3) full business days each week (9 AM – 5 PM, EST). WVOT will provide network and Internet connectivity for the Transition Project Manager but all PC hardware, software, and peripherals shall be the responsibility of the vendor. Additionally, any VPN access that may be needed by the Transition Project Manager shall be the responsibility of the vendor. To meet this requirement, there will be no additional cost to the State, including, but not limited to travel, lodging, and meals.

3.1.6.2 Contract Project Manager

3.1.6.2.1 After the Implementation and conversion is complete, the Vendor will assign a Contract Project Manager to serve as the single point of contact (SPOC) for all problem resolutions this includes billing issues, installation activity, and any service related queries for any agency users. The Contract Project Manager shall be available to the State staff via a nationwide toll free calling service, and will meet with the WVOT staff at the WVOT facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT. This meeting will be used to keep the bill reconciled and to deal with any disputes.

3.1.6.2.2 The Contract Project Manager shall be responsible for ensuring all vendor staff supporting the State's account will be advised of the contract, the terms and conditions, operational requirements, etc. This shall be required if, or when, the vendor assigns/reassigns new staff to the account. The Contract Project Manager will be required to ensure all of the information necessary to effectively support the State's account is conveyed during any vendor staff transition. The Project Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management.

3.1.6.2.3 The Contract Project Manager may appoint a designee to serve in his place as SPOC for specific functions (i.e. new services). If the Contract Project Manager does such, WVOT shall be notified in email.

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3.1.5.1. At a minimum, the Contract Project Manager must provide the employee's name, all contact information (telephone number, e-mail, etc.), escalation personnel, and the area(s) of responsibility.

3.1.6.2.4 The WVOT reserves the right to request a new Contract Project Manager if the WVOT notifies the vendor of project defects, milestones not being met, etc. and the vendor fails to correct the issues within a mutually agreeable time frame.

3.1.6.2.5 The Contract Project Manager is responsible for monitoring and reporting on the status of new installations. The Contract Project Manager will contact WVOT when new installations are scheduled and when the new installation is completed.

3.1.6.2.6 The Contract Project Manager is responsible for monitoring and reporting on the status of interruptions to service (incidents). For any outages, status updates are required every four hours via phone call to the agency point of contact provided and email to WVOT until service has been restored. Once service has been restored, the Vendor will make a courtesy call by next business day to the agency to ensure continued service.

3.1.7 Traffic Study

3.1.7.1 The Vendor shall perform and report a traffic study on the dedicated services no more than one hundred twenty (120) days after the implementation is approved by the State. The traffic study report shall contain at a minimum total calls and total duration times, and any recommended actions (e.g., add or remove trunks) to maintain a P.01 grade of service that may stem from the results of the traffic study. Traffic facilities requiring P.01 Grade of Service is defined as a 1 percent or less probability of callers being blocked to the facilities.

3.1.7.2 Subsequent studies and their reports must be performed annually on the anniversary date of the first submission. These reports must be compatible with Microsoft Office Suite Products and include at a minimum the same information requested in 3.1.7.1.

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3.1.8 Billing and Payment

All services offered under this contract that are managed by the WVOT will be billed on one (1) master account with subaccounts, as defined by the State. The master account is an aggregate of all subaccounts, both usage and cost. The detailed information for the master account is provided at the subaccount level. The detailed backup shows each major category and then for each call under that category, it shows the Date, Time of the Call, the Area Code and Number called, the Place Called (city and state), the Length of the Call (minutes) and the Billable Amount. The WVOT is responsible for administering the services under this contract, allocating the charges to the respective customers and collecting their payment, and then rendering payment to the vendor via the master account invoice.

3.1.8.1 The Telecommunications Change Request (TCR) form (see Attached Form) is required for any changes to an agency's long distance services, i.e., moves, additions, disconnects. This form is completed by WVOT and their supported agencies. Once approved by WVOT, the TCR is sent to the vendor to complete the requested services. **Any charges incurred on the master account without an approved TCR are not considered valid and will not be paid.** WVOT is in the process of modifying/automating the TCR process. The Vendor must agree to work with WVOT to insure that the vendor's system will function properly when the new process is implemented at no cost to WVOT. The TCR cannot be used to change the terms and conditions of the Contract; terms and conditions of the Contract can only be changed by formal Change Order, as approved by the WV State Purchasing Division and the WV Attorney General's Office (as to form only).

3.1.8.2 All charges incurred by any State agency required to submit a TCR for services offered under this contract must be billed via the master account by the vendor. For any charges that fail to bill on the master account, the WVOT reserves the right to refuse payment.

3.1.8.3 The state will not honor any invoices received from third party vendors and will only honor the invoices received directly from the vendor for due payment of services received.

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3.1.8.4 In order to execute accurate and timely payment vendor's invoice should reflect the Previous Balance Due, any credits, debits, and adjustments that are to be applied against the Previous Balance Due, and the Current Month Charges (charges for the current billing period). These amounts should equal the Total Balance Due.

Previous Balance Due	\$100.00
Payment Received	- \$10.00
Adjustments*	- \$20.00
Past Due Charges	\$ 70.00
Current Month Charges	\$ 50.00
Total Balance Due	\$120.00

*Any adjustments made toward a previous monthly charge.

For example, if the current billing month is October and a credit needs to be applied for services billing in August, the October invoice would show the previous (or unpaid balance) along with credits, debits and/or adjustments plus the total current charges. These entries would equal the "Total Balance Due".

3.1.8.5 Additional billing for past billing periods must be within five (5) months ultimately allowing a total of six (6) months billing at any one time. All credits, debits, and/or adjustments for prior month's billing must be applied no later than two (2) billing cycles from when the billing error was submitted to the vendor.

3.1.8.6 The vendor will submit a single master account bill to the WVOT each month for all state entities. All charges must be at the designated subaccount level and must be broken down by type for each line/circuit.

3.1.8.7 The Vendor will provide the single master account bill, which must also include the detailed backup, in electronic format. If the bill is submitted in Portable Document Format (a .pdf file), the calling detail must be separated by individual accounts as defined by the WVOT since this appropriate detailed back-up must be included with the statement of charges allocated by the WVOT for each specific user. A backup file must also be provided in either a Microsoft Suite Excel and/or .csv format.

3.1.8.8 The vendor's billing must include a listing of all dedicated facilities, etc., that are required to support the services of this contract even

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though they are at a zero charge. This will ensure a complete and accurate inventory of all services at all times that the State must maintain in order to be ensured of effective services.

3.1.8.9 The vendor must provide to WVOT a complete inventory list every two weeks in an electronic format compatible with Microsoft Suite Products such as Excel and/or .csv. This inventory must include a detailed list of the numbers/circuits on each account.

3.1.8.10 When a new service/line is activated, the vendor must notify WVOT by phone within 48 hours to insure that billing records can be updated. Notification will include the name of the end client, description of changes in services if any, official billing cycle start date and any prior outstanding billing information if applicable.

3.1.8.11 WVOT will send the vendor disputes to the bill via email within 30 days of receipt of the invoice. The vendor must respond via email (either agreeing or disagreeing with documentation) within 45 days of receipt of the dispute.

3.1.8.12 The services requested in this solicitation must be provided by a telecommunications carrier, i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the FCC in connection with the Universal Service Order. The school districts and libraries intend to apply to the SLD of the USAC for discounts on the eligible services in this contract on an annual basis.

3.1.8.13 The vendor must provide a single point of contact to manage/discuss any billing disputes, resolve any issues that occur (such as fraud resolution), and answer any questions.

3.1.9 Training and Support

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3.1.9.1 Upon request, the Contract Project Manager shall respond via email or phone to queries about service and support this includes but is not limited to explanations to WVOT staff regarding how to read the invoice, define the billing line items, explain the detailed back-up that is provided, etc. The Contract Project Manager may be requested to travel on-site at WVOT to explain this periodically if a question arises with the vendor's billing. There will be no additional cost borne by the state associated to the expenses incurred in vendor travel.

3.1.9.2 The vendor shall provide three (3) on-site training classes for up to five (5) WVOT staff on the electronic billing platform prior to the first billing cycle. This training will serve as an opportunity for the vendor to also train WVOT staff on the vendor's preference in coordinating the recommended ordering procedures. The WVOT staff shall consist of programmers and billing clerks. This training shall be repeated if the vendor's electronic billing platform changes and/or if WVOT experiences staff changes. There will be no additional cost borne by the state associated to the expenses incurred by the vendor

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for all Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall cost. The price items provided in the Pricing Page for Oasis will be used in processing each billing cycle therefore all payments will be reconciled to this Pricing Page.

4.2 Pricing Section: Vendor should complete the Pricing Page and Exhibit A by inputting the requested cost of services. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 Usage charges shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum. Vendor will round decimal to the 4th decimal point.

4.2.2 The vendor must absorb regulatory costs that are in addition to the usage costs, such as Universal Service Fund (USF) fees. **These fees should be borne by the vendor for the life of this contract.**

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4.2.3 The pricing section will then calculate the Total Cost by adding all the line item costs. All items will be evaluated for this solicitation. If there is a 'zero-cost' item, vendor should enter \$0.00 or NA.

4.2.4 The vendor meeting the mandatory requirements of the bid with the lowest total cost based on the Vendor Pricing Sheet will be considered the successful vendor.

No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Dean.C.Wingerd@wv.gov.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

5. PAYMENT

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

5.2 Only those costs identified in the Pricing Page will be considered legitimate charges. The WVOT reserves the right to refuse payment for all other fees/charges.

5.3 To the extent possible by law, the vendor shall extend to the State the lowest rates and charges for all services provided in response to this solicitation that it offers to any other customer similarly situated.

6. VENDOR DEFAULT:

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

6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

6.1.2 Failure to comply with other specifications and requirements contained herein.

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6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

6.1.4 Failure to remedy deficient performance upon request.

6.2 The following remedies shall be available to Agency upon default.

6.2.1 Immediate cancellation of the Contract.

6.2.2 Immediate cancellation of one or more release orders issued under this Contract.

6.2.3 Any other remedies available in law or equity.

7. MISCELLANEOUS:

7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: _____

Telephone _____

Number: _____

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Fax Number:

Email Address:

Exhibit A- VENDOR PRICING SHEET

ALL BLANK CELLS of Exhibit A are to be completed by the bidding vendor. If a Cost per Unit does not apply, please enter \$0.00 or N/A.

Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.1	Domestic Interstate	Initial 18 Seconds	\$0.0066
3.1.1	Domestic Interstate	6 Second Increment	\$0.0022
3.1.1	Domestic Interstate	Per minute	\$0.0220
3.1.1	Domestic Intrastate	Initial 18 Seconds	\$0.0081
3.1.1	Domestic Intrastate	6 Second Increment	\$0.0027
3.1.1	Domestic Intrastate	Per minute	\$0.0270
3.1.1	International - Canada	Initial 18 Seconds	\$0.0117
3.1.1	International - Canada	6 Second Increment	\$0.0039
3.1.1	International - Canada	Per minute	\$0.0390
3.1.1	Calling Card Service	Initial 18 Seconds	\$0.0150
3.1.1	Calling Card Service	6 Second Increment	\$0.0050
3.1.1	Calling Card Service	Per minute	\$0.0500
3.1.2	Toll Free Interstate	Initial 18 Seconds	\$0.0084
3.1.2	Toll Free Interstate	6 Second Increment	\$0.0028
3.1.2	Toll Free Interstate	Per minute	\$0.0280
3.1.2	Toll Free Intrastate	Initial 18 Seconds	\$0.0084
3.1.2	Toll Free Intrastate	6 Second Increment	\$0.0028
3.1.2	Toll Free Intrastate	Per minute	\$0.0280
3.1.2	Inbound Toll Free from Payphone (surcharge)	Per Call	\$0.8500
3.1.4	National Directory Assistance	Per Call	\$0.8500
	SUBTOTAL A: COST OF LONG DISTANCE, TOLL FREE and NATIONAL DIRECTORY ASSISTANCE		\$ 1.97
INTERACTIVE TOLL FREE SERVICES			
Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.2.3	Call Referral	Per Call	\$0.00
3.1.2.3	Call Transfer	Per Call	\$0.00
3.1.2.3	Informational Announcements	Per Call	\$0.00
3.1.2.3	Area Code Routing	Per Call	\$0.00
3.1.2.3	Area Code Selection	Per Call	\$0.00
3.1.2.3	Area Code/Exchange Routing	Per Call	\$0.00
3.1.2.3	Day of Week Routing	Per Call	\$0.00
3.1.2.3	Time of Day Routing	Per Call	\$0.00
			\$0.00
	SUBTOTAL B: COST OF INTERACTIVE TOLL FREE SERVICES		\$ 0.00
TOTAL: COST OF LONG DISTANCE, TOLL FREE AND NATIONAL DIRECTORY ASSISTANCE SERVICES \$ 1.97			