



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: 2020-02-14

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

Order Number: CMA 0212 0212 LDPHONE19A	Procurement Folder: 690904
Document Name: LDPHONE19A; STATEWIDE CONTRACT: Long Distance Telephone Svcs	Reason for Modification:
Document Description: Reassignment of SWC LDPHONE19 (PF:537006)	This Statewide contract identified as LDPHONE19A is created for administrative purposes only and is intended to change the name of the vendor identified in Contract No.: CMA LDPHONE19, per attached documents.
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-02-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-01-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000181018 TOUCHTONE COMMUNICATIONS INC 16 S JEFFERSON RD WHIPPANY NJ 07981-1047 US Vendor Contact Phone: (973) 739-9300 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov

INVOICE TO	SHIP TO
VARIOUS AGENCY 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

Total Order Amount	Open End
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AGENCY COPY

PURCHASING DIVISION AUTHORIZATION MA 02/14/2020 SIGNED BY: <i>Tara Hyle</i> DATE: <i>FEB 18 2020</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Robert M. Row II</i> DATE: FEB 26 2020 ELECTRONIC SIGNATURE ON FILE
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2/25/2020

Extended Description:

STATEWIDE CONTRACT:

This Statewide contract identified as LDPHONE19A for Long Distance Telephone Services is created for administrative purposes only and is intended to change the name of the vendor identified in contract number CMA 0212 LDPHONE19 from Method One Communications LLC (V/C account# 000000223577) to TouchTone Communications Inc. (V/C account# 000000181018) per the attached documents.

System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change: 02/01/2020

Renewal Years Remaining: (2)

Old procurement folder: 537006

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111502				\$0.000000
	Service From	Service To			
	2020-02-01	2021-01-31			

Commodity Line Description: Long Distance Telephone Service

Extended Description:

See attached Pricing Pages for contract pricing.

TouchTone communications

Date: January 30, 2020

Mark A. Atkins
Senior Buyer, WVACP
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130

Subject: **CMA SWCLDPHONE19 – Notice of Acquisition Letter**

Dear Mr. Atkins:

As a follow up to the Notice of Acquisition Letter you received from Method One Communications LLC, on behalf of TouchTone Communications, Inc., FEIN # _____ would like to confirm the statements made by Method One Communications LLC. with regard to the customer accounts and contracts acquired by TouchTone, inclusive of all government long distance services, and specifically with reference to the services provided to the State of West Virginia under the CMA SWCLDPHONE19 State of West Virginia contract.

As was stated in the Notice of Acquisition Letter you received from Method One Communications LLC., as of January 2020, this acquisition has been completed. TouchTone Communications Inc. and Method One Communications LLC. have completed the integration process and TouchTone Communications Inc. has agreed to all the terms, conditions, and services that are detailed within the existing contract and upcoming extensions. TouchTone Communications' goal is also to make this a seamless transition for the State of West Virginia.

As was provided by Method One in the aforementioned Notice of Acquisition, TouchTone agrees with the statements made by Method One as are outlined below.

- TouchTone Communications and Method One Communications have had a strategic partnership that began in 2003. This relationship has been detailed in all bids, awarded contracts, and renewals that began with LDPHONE08. Over the course of 16 years, TouchTone Communications has provided Method One Communications with customer support, billing services, and customized solutions to all government accounts, inclusive of the State of West Virginia, and TouchTone will continue to directly provide these services to all government accounts.
- TouchTone Communications Inc. will be assigned as the legal responsibility of the existing CMA SWCLDPHONE19 contract beginning as of January 02, 2020 and will continue invoicing the State of West Virginia moving forward in the same format.
- The State of West Virginia will receive the same invoice format, mandatory requirements, pricing, and the support team that is currently in place related to the existing State of West Virginia account. To the State of West Virginia there will be no disruption of services, invoicing format, or procedural processes. The only difference will be the legal responsibility of the account as it now in the portfolio and legal responsibility of TouchTone Communications Inc.

- Method One Communications has been sub-contracted by TouchTone Communications Inc. to continue to provide local support throughout the existing contract and upcoming optional extensions. It is TouchTone Communications' goal to continue to have Method One Communications, in conjunction with TouchTone Communications, continue to support the State of West Virginia and provide the high level of service in which the State of West Virginia has been accustomed to since 2008.

This acquisition, integration and customer transition between TouchTone Communications and Method One Communications has been completed. Please reference the accompanying "Asset Purchase Agreement" that has been provided in addition to this Notice of Acquisition.

If you have any questions, or if you require any additional information to start the process of assigning this contract from Method One Communications LLC. to TouchTone Communications Inc., please do not hesitate to contact me directly at (973) 739-0004 or gglodek@touchtone.net. Moving forward you can contact me directly for any additional documentation that is needed to continue processing the assignment of this contract. Thank you.

Sincerely,



Gary Glodek
Senior Vice President
TouchTone Communications Inc.

CC: Kent McMillion, Method One Communications LLC



Date: January 29, 2020

Mark A. Atkins
Senior Buyer, WVACP
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130

Subject: CMA SWCLDPHONE19 - Notice of Acquisition Letter

Dear Mr. Atkins:

Thank you for the discussions regarding the CMA SWCLDPHONE19 State of West Virginia contract. Today, we announce some exciting news: TouchTone Communication Inc. has acquired a division of Method One Communications LLC, FEIN# [REDACTED]. This acquired division of Method One Communications is inclusive of all government traditional long-distance services including the State of West Virginia.

As of January 2020, this acquisition has been completed. TouchTone Communications Inc. and Method One Communications LLC have completed the integration process and have agreed to all the terms, conditions, and services that are detailed within the existing contract and upcoming extensions. TouchTone Communications' goal is to make this seamless transition for the State of West Virginia. With this letter and completion of acquisition, I have included some detailed points in regards to TouchTone Communications Inc.:

- TouchTone Communications and Method One Communications have had a strategic partnership that began in 2003. This relationship has been detailed in all bids, awarded contracts, and renewals that began with LDPHONE08. Over the course of 16 years, TouchTone Communications has provided Method One Communications customer support, billing services, and customized solutions to all government accounts, inclusive of the State of West Virginia, in our customer portfolio.
- TouchTone Communications Inc. will be the legal responsibility of the existing contract beginning as of January 02, 2020 and invoicing moving forward.
- The State of West Virginia will receive the same invoice format, mandatory requirements, pricing, and existing support team. To the State of West Virginia there will be no disruption of services, invoicing format, or procedural processes. The only difference will be the legal responsibility of the account as it now in the portfolio and legal responsibility of TouchTone Communications Inc.

- Method One Communications has been sub-contracted by TouchTone Communications Inc. to continue to provide local support throughout the existing contract and upcoming optional extensions. It is Method One Communications' goal to continue to support the State of West Virginia and provide the high level of service in which the State of West Virginia has been accustomed to since 2008.

This acquisition, integration and customer transition between TouchTone Communications and Method One Communications has been completed, please do not hesitate to contact me at (804) 720-6460 ext. 102 or kmcmillion@method1.net with any questions you may have.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Kent C. McMillion". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Kent C. McMillion
President & Owner

CC: Gary Glodek, TouchTone Communications Inc.

Asset Purchase Agreement

THIS AGREEMENT is made on January 2, 2020 between Method One Communications, LLC., of 328 Skyline Drive, Charleston, West Virginia, 25302 & Mailing Address of PO Box 12230, Charleston, West Virginia, 25302 hereinafter the "Seller" and TouchTone Communications, Inc, of 16 South Jefferson Road, Whippany, New Jersey, 07981 hereinafter the "Buyer".

IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Assets.

Seller shall sell to Buyer and Buyer shall purchase from Seller, on the terms and conditions set forth in this contract, certain owned property of Method One Communications, LLC.; intangible assets of the Business including only the customer accounts and contracts that are managed under TouchTone and Method One's Authorized Distributor ID _____ This purchase and sale is limited to the assets specifically set forth in this Agreement, and Buyer shall not assume any liabilities of Method One, LLC. or its individual shareholders.

2. Purchase Price.

The purchase price for the assets is:

3. Payment of Purchase Price.

Upon execution of this contract, Buyer shall deposit the sum of \$: _____ in the escrow described in Paragraph

4. The remainder of the purchase price, \$0.00, Buyer shall deposit in the escrow account on or before the date set for consummation of the purchase and sale of the Business Assets.

4. Closing and Escrow.

The Closing date shall be January 2, 2020, provided there are no unforeseen delays. Closing shall not be later than 5 calendar days after designated closing date, unless an extension is agreed upon in writing between the Buyer and Seller. If any of the parties intend to have a title company or escrow agent close the transaction, the parties shall mutually agree upon such company or agent. Both the buyer and seller shall submit all documentation and other information requested by title company/escrow agent needed to close the transaction. The parties shall fix a date and time with the title company/escrow agent to close the transaction.

5. Representations by Seller.

Seller covenants and represents:

- a. That Seller is the sole owner of the Assets with full right to sell or dispose of it as Seller may choose, and no other person has any claim, right, title, interest, or lien in, to, or on the Business or Assets.
- b. That Seller has no undischarged obligations affecting the Assets being sold under this contract, other than obligations that arose in the usual and regular course of business.
- c. That there are presently and will be at the time of closing, no liens or security interests against the property and assets being transferred herein.

Initial: 

d. **Consents.** No consent from or other approval of a governmental entity or other person is necessary in connection with the execution of the Agreement or the consummation by Seller of the business of Seller by Buyer in the manner previously conducted by Seller.

e. **Payment of Taxes.** Seller represents and warrants that Seller has paid, or will arrange for the full payment of, all taxes owed by Seller on account of the Business.

f. **Insurance.** At the time of signing this Agreement, the Seller will provide the Buyer with a copy of the most current insurance policy covering the Business and/or the Assets sold. Buyer has the option to assume the insurance policy subject to insurance company approval.

g. **Licenses, Permits and Consents.** There are no licenses or permits currently required by the Seller for the operation of the business of the Seller.

h. **Litigation.** There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving Seller or brought by Seller or affecting any of the purchased property at law or in equity or admiralty or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the 24-month period preceding the date hereof; and Seller is not operating its business under or subject to, or in default with respect to, any order, writ, injunction, or decree of any court of federal, state, municipal, or governmental department, commission, board, agency, or instrumentality, domestic or foreign.

i. **Compliance with Laws.** To the best of its knowledge, Seller has complied with and is operating its business in compliance with all laws, regulations, and orders applicable to the business conducted by it, and the present uses by the Seller of the purchased property do not violate any such laws, regulations, and orders. Seller has no knowledge of any material present or future expenditures that will be required with respect to any of Seller's facilities to achieve compliance with any present statute, law, or regulation, including those relating to the environment or occupational health and safety.

j. **Disclosure.** No representation or warranty by the Seller contained in this Agreement, and no statement contained in any certificate or other instrument furnished or to be furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact that is necessary in order to make the statements contained therein not misleading.


k. **Liabilities.** Seller has as of the purchase date and shall have on the closing date no liabilities of any kind whatsoever, contingent or otherwise.

6. Covenants of Seller.

The Seller covenants with the Buyer as follows:

a. The Bill of Sale to be delivered at the closing date will transfer all the assets enumerated in Section 1 of this Agreement free and clear of all encumbrances and will contain the usual warranties;

b. Seller assumes all risk of loss, damage, or destruction to the assets subject to this Contract until the closing.

Initial: 

7. Bulk Sales Compliance.

The Seller shall comply with applicable bulk sales legislation.

8. Schedules.

Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

9. Entire Agreement.

This contract constitutes the sole and only agreement between Buyer and Seller respecting the Business or the sale and purchase of it. This contract correctly sets forth the obligations of Buyer and Seller to each other as of its date. Any agreements or representations respecting the Business or its sale to Buyer not expressly set forth in this contract are null and void.

10. Indemnity.

It is agreed by and between the parties that the Seller shall jointly and severally indemnify and hold Buyer and its assigns harmless from any and all claims of any nature whatsoever, including without limitation:

a. Tort claims;

b. Any creditor claims; and

c. Any claims that may be made hereinafter on account of federal and state franchise taxes, Social Security taxes, sales taxes, unemployment taxes, and all other taxes of whatever nature or form on account of the operation of the Business ending on and accruing up to the closing date.

d. Any claims for wages, vacation, sick pay, or fringe benefits claimed by Seller's employees for periods prior to the closing date. Seller shall furnish Buyer with a list of all employees, full- and part-time, their current rate of compensation, and fringe benefits.

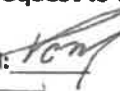
11. Conditions Precedent of Buyer.

The obligations of the Buyer hereunder are subject to the conditions that on or prior to the closing date:

a. **Representations and Warranties True at Closing.** The representations and warranties of the Seller contained in the Agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the closing date as though such representations and warranties were made at and as of such date, except if such representations and warranties were made as of a specified date and such representations and warranties shall be true as of such date.

b. **Seller's Compliance with Agreement.** The Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the closing of the Agreement.

c. **Resolutions and Seller's Certificate.** The Seller shall have delivered to the Buyer copies of the resolutions of the board of directors of the Seller authorizing the transactions contemplated herein, with such resolutions to be certified to be true and correct by its secretary or assistant secretary, together with a certificate of an officer of the Seller, dated the closing date, certifying in such detail as the Buyer may request to the fulfillment of the conditions specified in subparagraphs (a) and (b) above.

Initial: 

d. Injunction. On the closing date, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as herein provided.

e. Approval of Proceedings. All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by counsel for the Buyer.

f. Casualty. The purchased property or any substantial portion thereof shall not have been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God or the public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the closing occurs hereunder despite such casualty as a result of the waiver of this condition by Buyer, the Seller shall assign or pay over to the Buyer the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the purchased property that occurs after the date hereof.

g. Adverse Change. There shall have been between the purchase date and the closing date no material adverse change in the assets or liabilities or in the condition, financial or otherwise, or in the business, properties, earnings, or net worth of Seller.

12. Costs and Expenses.

Except as expressly provided to the contrary in this Agreement, each party shall pay all of its own costs and expenses incurred with respect to the negotiation, execution and delivery of this Agreement and the exhibits hereto.

13. Miscellaneous Provisions.

a. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of New Jersey.

b. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

c. Arbitration. Any dispute under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association

d. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

e. Amendments. This Agreement may be amended by the parties only by a written agreement.

f. Sub-Contractor Agreement. Immediately, upon execution of this agreement, Seller shall enter into a TouchTone Sub-Contractor Agreement, which agreement will outline the commission structure to be paid to Seller based on commissionable revenue generated by Sellers customers. It is understood that the customer accounts sold to TouchTone through this agreement we be included in the commissions payable to Method One Communications, LLC. as defined within the separate agreement for as long as those customer accounts continue to generate revenue.


Initials: 

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above mentioned.

Seller:
Method One Communications, LLC.

By:  Date: January 02, 2020
Kent C. McMillion, President

Buyer:
TouchTone Communications, Inc

By:  Date: 1/2/2020
Pino Bio, President



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: 2018-01-09

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

Order Number: CMA 0212 0212 LDPHONE19	Procurement Folder: 537008
Document Name: LDPHONE19	Reason for Modification:
Document Description: STATEWIDE CONTRACT: Long Distance Telephone Services	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-02-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-01-31

INVOICE TO	DEPARTMENT CONTACT
Vendor Customer Code: 000000223577 METHOD ONE COMMUNICATIONS LLC PO BOX 12230 CHARLESTON WV 25302230 US Vendor Contact Phone: (304) 720-6460 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lora@wv.gov

INVOICE TO	SHIP TO
VARIOUS AGENCY 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

Total Order Amount Open End

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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Extended Description:
STATEWIDE CONTRACT:

The Vendor, Method One Communications LLC, agrees to enter with the State of West Virginia into an open-end Statewide Contract to provide Long Distance Telephone Services per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 11/27/2019, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111502				\$0.000000
	Service From	Service To			
	2019-02-01	2020-01-31			

Commodity Line Description: Long Distance Telephone Service

Extended Description:
See attached Pricing Pages for contract pricing.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on February 01, 2019 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 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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 prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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 or not 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: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ 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.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

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.

14. PAYMENT IN ARREARS: 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. 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 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.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 06/08/2018

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 heath, 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

 Kent C. McMillion, President

(Name, Title)

Kent C. McMillion

(Printed Name and Title)

PO BOX 12230, Charleston, WV 25302

(Address)

(304) 720-6460; (304) 720-6461

(Phone Number) / (Fax Number)

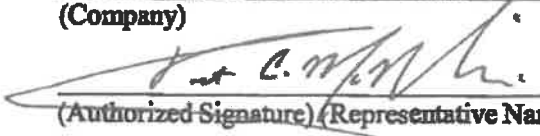
kmcmillion@Method1.net

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Method One Communications LLC

(Company)

 Kent C. McMillion, President

(Authorized Signature) / (Representative Name, Title)

Kent C. McMillion, President

(Printed Name and Title of Authorized Representative)

November 27, 2018

(Date)

(304) 720-6460; (304) 720-6461

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
CRFQ 0212 SWC1900000008
Long-Distance Telephone Services
(LDPHONE19)**

SPECIFICATIONS

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling card, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services.

CURRENT ENVIRONMENT: Currently, the State is soliciting bids to replace its current Centrex (SWCCENTREX15) contract that expires 01/31/2019. The current CENTREX contract can be viewed using the following link:
<http://www.state.wv.us/admin/purchase/swc/CENTREX.htm>

The current LDPHONE (SWCLDPHONE15) expired 01/31/2019 and will not be renewed. The current LDPHONE15 contract can be viewed online using the following link: <http://www.state.wv.us/admin/purchase/swc/LDPHONE.htm>

While the Custom Centrex and Long-Distance services are 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 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.

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

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(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. 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 call 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, based on the last three months, under the current long-distance service contract (LDPHONE15). During the term of this contract, current services may be migrated to IP-based services which are provided under separate contracts; therefore, the average usage indicated below may not reflect future usage.

Description of Service	Average Minutes
Domestic Interstate	238,042
Domestic Intrastate	324,180
Toll-Free Interstate	159,453
Toll-Free Intrastate	523,079
Payphone	22,070
Canada	0
Caribbean	0

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Directory Assistance	1
Dedicated Toll-Free	682,532
Dedicated Outbound-Intrastate	324,180
Dedicated Outbound-Interstate	238,042
International	2,434
Toll-Free Non-Mainland	0
Calling Card	208

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1** "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.

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CRFQ 0212 SWC1900000008
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(LDPHONE19)**

- 2.10** “Internet Protocol (IP) based toll free services” means providing delivery of toll free calls to locations via an IP based access facility and terminating in IP based premises equipment.
- 2.11** “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.
- 2.12** “IXC” means Inter Exchange Carrier.
- 2.13** “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.
- 2.14** “Local Exchange Carrier (LEC)” is the regulatory term in telecommunications for the local telephone company.
- 2.15** “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.
- 2.16** “LPIC/PIC” means Local Primary Interexchange Carrier/Primary Interexchange Carrier.
- 2.17** “NPA” means Numbering Plan Area which is a three-digit code commonly called an area code.
- 2.18** “NXX” means central office code, also known as exchange or prefix.
- 2.19** “PBX” means the Private Branch Exchange which is a telephone switch that serves a particular business or office site.
- 2.20** “PIC” means Primary Interexchange Carrier – the primary long-distance carrier through which all interstate long distance calls are made (1+ dialing).

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- 2.21** “**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).
- 2.22** “**PRP**” means Primary Rate Interface.
- 2.23** “**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.
- 2.24** “**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 resolution, billing issues, installation activity, etc. for the life of the contract (Contract Project Manager).
- 2.25** “**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.
- 2.26** “**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.
- 2.27** “**SLD**” means Schools and Libraries Division of the Universal Service Administration Company
- 2.28** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.29** “**SPOC**” means Single Point of Contact.
- 2.30** “**Switched**” means network access via the State’s contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.
- 2.31** “**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.

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- 2.32** “TCR” means Telecommunications Change Request.
- 2.33** “Toll Free service” means inbound calls that are completed at no cost to the entity originating the call and are generally assigned a toll-free number (800-type) for ease in dialing by the calling party.
- 2.34** “USAC” means Universal Service Administration Company.
- 2.35** “USF” means Universal Service Fund.
- 2.36** “WVOT” means West Virginia Office of Technology.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** 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 as shown 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.

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- 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 should remain unchanged.
- 3.1.1.7** The vendor must work with the WVOT, through the established TCR process, to coordinate 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 be included in the Pricing Pages, it is preferred that the vendor provide a price quote for all International destinations with their response. The state will allow for quarterly Change Orders to update this pricing, as necessary.
- 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.

3.1.2 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.

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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.

3.1.2.4.1 Call Referral: This feature allows the toll-free call to connect to the 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.").

3.1.2.4.2 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 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.

3.1.2.4.3 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.

3.1.2.4.4 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.

3.1.2.4.5 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.

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3.1.2.4.6 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.

3.1.2.4.7 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.

3.1.2.4.8 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 updates for all toll-free services that are being processed via a "Responsible Organization Change Authorization" (RespOrg) transfer.

3.1.3 T-1 Dedicated Facilities:

3.1.3.1 The vendor must provide, at no additional cost to the State, dedicated and switched 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 and switched 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

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overflow switched traffic. The vendor will be responsible for the cost of all dedicated and switched facilities and any additional facilities required. Agency's responsibility is limited to the payment of the cost of service.

3.1.3.3 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 Prior to beginning the implementation/conversion process, an initial face-to-face meeting will be held at the WVOT facility in Charleston, WV for all key members of the vendor's project team and the WVOT staff. This meeting shall occur within fifteen (15) calendar days of award. The Implementation/Conversion shall begin no later than thirty (30) calendar days after contract execution.

3.1.5.2 Implementation/Conversion must be completed within 120 calendar days from contract execution.

3.1.5.3 The vendor should provide with its response a Detailed Implementation Plan that ensures the smooth transition to the new service. This plan is preferred with the bid but must be furnished upon request. 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.

3.1.5.4 The vendor will be responsible for any PIC and LPIC Switching fees. These fees are charged by the local provider when changing long-distance carriers.

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3.1.5.5 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 and equipment.

3.1.5.6 The Vendor will be responsible for the coordination of, charges for, and reconfiguration of the State's existing equipment.

3.1.5.7 The Vendor will be responsible for paying the migration costs to move the State to an alternative solution.

3.1.6 Dedicated Support Team:

3.1.6.1 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.

3.1.6.1.2 A draft Implementation Plan submitted by the Vendor will be discussed at this meeting. The final versions of this document shall be provided within ten (10) calendar days of the Kick-Off Meeting, as well as any requests to the State from the Vendor.

3.1.6.1.3 At a minimum, the Project Manager shall be located in Charleston, WV.

3.1.6.2 Service Manager:

3.1.6.2.1 After the Implementation and conversion is complete, the Vendor will assign a Service Manager to serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc. for the life of the contract. The Service Manager shall be located locally in Charleston, WV and available to meet with the WVOT staff at the WVOT facility on

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a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT.

3.1.6.2.2 The Service Manager shall be responsible, at all times, for ensuring all vendor staff supporting the State's account is up-to-date and understands the contract. The Service Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management.

3.1.6.2.3 The WVOT reserves the right to request a new Service Manager for any reason.

3.1.6.2.4 The Service Manager is responsible for monitoring and reporting on the status of new installations.

3.1.6.2.5 The Service Manager is responsible for monitoring and reporting on the status of interruptions to service (incidents).

3.1.7 Ordering, Billing, and Payment:

3.1.7.1 The Vendor must work with the State using the established Telecommunications Change Request (TCR) Form and procedures for ordering and implementing these telecommunications services. A copy of a TCR is included with this solicitation as **Exhibit_B**.

3.1.7.2 The monthly bill provided to the State shall be an electronic version, broken into subaccounts as defined by the State, for the purposes of rebilling by the State. The following are the minimum requirements for this data:

3.1.7.2.1 The customer must be able to extract the data to specific file format (MS Excel and/or csv).

3.1.7.2.2 The Vendor's electronic bill must be received by the State within ten (10) business days of the end of the previous billing cycle. It should be understood that timely receipt of the

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Vendor's bill is directly correlated to timely payment of the Vendor's bill.

3.1.7.2.3 The Vendor must state any system requirements to operate the Vendor's billing software, if applicable.

3.1.7.2.4 Vendor's bill must include, at minimum, the following data elements:

3.1.7.2.4.1 billing month,

3.1.7.2.4.2 billed entity name,

3.1.7.2.4.3 customer name/account (if different from billed entity),

3.1.7.2.4.4 service location,

3.1.7.2.4.5 circuit identification,

3.1.7.2.4.6 service period,

3.1.7.2.4.7 itemized cost for individual billing components,

3.1.7.2.4.8 itemized call detail,

3.1.7.2.4.9 itemized cost for any one time or non-recurring charges,

3.1.7.2.4.10 itemized cost for any surcharges and total cost.

NOTE: The cost identified in the bill must match contract rates for the specified services. A uniform description of the service being billed that matches the description of service provided on the contract must also be included. The Vendor and the State must mutually agree upon a standardized billing format for the purposes of this contract.

3.1.7.2.5 If incorrect rates or quantities are discovered, these errors must be corrected prior to the next billing cycle and must be credited back to the effective billing start date for that service. The customer shall reserve the right to withhold payment until corrections have been made and credit is received.

3.1.7.2.6 Vendor cannot back-bill for a service beyond three (3) months.

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3.1.7.2.7 The Vendor's billing cycle must be on a monthly billing cycle and must be consistent across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is turned up or down relative to that monthly billing cycle.

3.1.7.2.8 Services cannot be billed until they have been accepted as functional by the State.

3.1.7.2.9 Services must be disconnected by the Due Date on TCRs submitted for disconnection. No billing can occur after this date.

3.1.7.2.10 If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.

3.1.7.2.11 Vendor must agree not to hold the State of WV or its Agencies responsible for the payment of any charges determined to be unauthorized or fraudulent by the State of WV and its Agencies.

3.1.7.2.12 Vendor must identify any surcharges or fees its intends to charge the State for services. The Vendor must identify these fees and the authority to charges those fees – i.e., Universal Service Fund Fee as mandated by the Federal Communications Commission. These fees will be discussed prior to award.

3.1.8 Training and Support:

3.1.8.1 Vendor must provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via a toll-free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient in spoken and written English, 3) maintain and take responsibility for trouble tickets reported by the State of West Virginia customers until those troubles are resolved and 4) provide a tiered support escalation process. Vendor must build this cost into its rates.

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3.1.8.2 Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (when required) in twenty-four (24) hours or less.

3.1.8.3 The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:

3.1.8.3.1 Severity Level 1 shall be defined as an urgent situation, where the customer's services are out of service and the customer is unable to use/access the network. The Vendor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business hours. If repair inside the 2-hour window is not feasible, then regular 2-hour updates are required.

3.1.8.3.2 Severity Level 2 shall be defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.). The Vendor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed four (4) business hours. If repair inside the 4-hour window is not feasible, then regular 4-hour updates are required.

3.1.8.3.3 Severity Level 3 shall be defined as a minor problem that exists with the service, but the majority of the functions are still usable, and some circumvention may be required to provide service. The Vendor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business hours. If repair inside the 10-hour window is not feasible, then updates are required at the start of the next business day and every day thereafter until repairs are complete.

3.1.8.4 Vendor must contact the State engineering points of contact by phone within 30 minutes of a network outage that affects multiple sites. This verbal notification must be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the

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problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a recurrence.

3.1.8.5 Vendor must provide both verbal and written notification a minimum of ten (10) days in advance of any planned upgrades, modifications, etc. that may affect the State customers to all State engineering points of contact.

3.1.8.6 Vendor must participate in regular customer status meetings with the State engineering contacts during the implementation and migration phases of the resulting contract as well as ongoing contract management meetings to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues.

3.1.8.7 For an alternative solution, the Vendor shall be responsible for any training services, if requested by an Agency. The training can be delivered via web and the Vendor must provide a per hour rate for training services.

3.1.9 Security:

3.1.9.1 Vendor shall be responsible for the physical and cyber security of the network infrastructure that provides transmission services to the customer.

3.1.9.2 Vendor shall be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer.

3.1.9.3 Vendor's policies, services, processes, or employees cannot create conflicts with the customer's standard security policy requirements. In the event of a standard security policy conflict, the customer's policy will be upheld. (Policies available at <http://www.technology.wv.gov>)

3.1.9.4 Vendor must support customer evaluation of security incidents and compliance verification evaluations, as deemed necessary by the customer.

3.1.9.5 The Vendor must have an established and documented policy governing personnel security to include the validation of employee trustworthiness.

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3.1.10 Disentanglement:

3.1.10.1 The State expects full, complete, and timely cooperation in disentangling the relationship in the event that the Agreement expires or terminates for any reason. In the event of expiration or termination, the Vendor shall, at a minimum, among other things:

- return all State data and documentation to the State, including but not limited to configuration information;
- transfer ownership of all leased equipment at no cost to the State (other than the payments already received by the Vendor under the Agreement);
- and, allow the State or the replacement provider(s) continued access to all billing, ordering, and trouble ticketing systems, and processes that have been employed in servicing the State, in accordance with methods and procedures to be agreed upon and established in the Agreement.
- Submission of a bid is the Vendor's acceptance of this disentanglement clause.

Vendor should provide with their bid a copy of any Software Terms and Conditions or Licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information will be required before a Purchase Order is issued if applicable.

Vendor should include with their bid a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before a Purchase Order is issued if applicable.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Exhibit_A Pricing Page by providing the per Unit Cost of each service. For any service that does not apply to the proposal, the vendor must enter \$0.00 or N/A into that cell. All Cells must be completed as failure to do so may result in Vendor's bids being disqualified. The Exhibit _A Pricing Page has been provided in

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Excel and formatted to automatically calculate the bid total. However, it is the responsibility of the vendor to ensure the calculation for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. 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.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 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.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge 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.

7. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 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.

8.2 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.

8.3 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.

8.4 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: Kent C. McMillion

Telephone Number: (304) 720-6460

Fax Number: (304) 720-6461

Email Address: kmcmillion@Method1.net

PRICING PAGE

CMA 0212 LDPHONE19

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

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

* ALL BLANK CELLS of Exhibit_A Pricing Page must be completed by the vendor. If a Cost per Unit does not apply, please enter \$0.00 or N/A in the cell.

STATE OF WEST VIRGINIA - VOICE TELECOMMUNICATIONS CHANGE REQUEST (TCR)

NOTE: FIELDS WITH ** ARE COMPLETED BY WVOT

AGENCY TCR INFORMATION			
TCR#**		REQUESTED DUE DATE	
AGENCY DEPARTMENT		AGENCY NAME	
DIVISION		DIRECT BILL**	NO
AGENCY PRIMARY CONTACT		AGENCY ON-SITE CONTACT	
AGENCY PRIMARY CONTACT PHONE		AGENCY ON-SITE CONTACT PHONE	
AGENCY PRIMARY CONTACT EMAIL		AGENCY ON-SITE CONTACT EMAIL	
OFFICE HOURS OF OPERATION		OFFICE MOVE	
AGENCY ON-SITE ADDRESS (E911)		OLD ADDRESS (IF APPLICABLE)	
WVOT FIELD TECH(S)**		WVOT FIELD TECH(S) PHONE**	
REQUESTED VOICE SERVICE(S) Account numbers located on Telecommunications Backup			
LOCAL SERVICE			
LOCAL ACCOUNT NUMBER (BTN/BAC)		EXTEND DEMARC**	N/A
PHONE BOOK LISTING		***DETAILS FOR DEMARC EXTENSION IF APPLICABLE	
SPECIFY HOW LISTING(S) SHOULD APPEAR			
CONTINUATION SHEET (blue Tab)			
PIC/LPIC CODE: 0555			
PIC FREEZE**	YES		
LPIC FREEZE**	YES		
PLOC FREEZE**	YES		
LINE TYPE			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
POTS/CENTREX			
DSL			
ISDN-BRI/PRI			
DID			
LONG DISTANCE			
LONG DISTANCE ACCOUNT NUMBER (GROUP ID)			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
PHONE NUMBER			
INTERNATIONAL			
TOLL FREE			
CALLING CARD			
FOR MOVES OR DISCONNECTS, PLEASE FILL IN THE BLANKS FOR THESE TYPES OF SERVICES, USE COMMENTS OR CONTINUATION SHEET TO CONTINUE			
TOLL FREE#		POINT TO#	
CALLING CARD#		EMPLOYEE NAME	
FORMS			
ARE ADDITIONAL FORMS ATTACHED?		HUNT GROUP FORM?	
PRI FORM**		CONTINUATION SHEET FOR ADDITIONAL NUMBERS?	
COMMENTS			
AGENCY AUTHORIZATION- PLEASE PRINT NAMES AND THEN SIGN OR RETURN AUTHORIZATION VIA EMAIL			

AGENCY AUTHORIZATION

x AGENCY AUTHORIZATION (PRINTED) x AGENCY AUTHORIZATION(SIGNATURE)

COMPLETED BY

x COMPLETED BY (PRINTED) x COMPLETED BY (SIGNATURE)

PLEASE SIGN ABOVE AND RETURN TO TCR@WV.GOV. TCR MAY BE REJECTED IF REQUIRED FIELDS ARE INCOMPLETE

WVOT AUTHORIZATION

x WVOT AUTHORIZATION (COMPLETED BY WVOT) x RECEIVED BY/DATE (COMPLETED BY WVOT)



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: 2020-01-06

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

Order Number: CMA 0212 0212 LDPHONE19	Procurement Folder: 537006
Document Name: LDPHONE19: Change Order No. 01	Reason for Modification:
Document Description: STATEWIDE CONTRACT: Long Distance Telephone Services	CO#01: Issued to renew the original contract per the attached documents.
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-02-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-01-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 00000223577 METHOD ONE COMMUNICATIONS LLC PO BOX 12230 CHARLESTON WV 25302230 US Vendor Contact Phone: (304) 720-6460 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov

INVOICE TO	SHIP TO
VARIOUS AGENCY 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

Total Order Amount	Open End
---------------------------	-----------------

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY:	SIGNED BY:	SIGNED BY:
DATE:	DATE:	DATE:
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

Extended Description:
STATEWIDE CONTRACT:
CHANGE ORDER No. 01

Change Order No. 01 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 02/01/2020 through 01/31/2021.

Renewal Years/Months Remaining: (2)

NO OTHER CHANGES

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111502				\$0.000000
	Service From	Service To			
	2019-02-01	2021-01-31			

Commodity Line Description: Long Distance Telephone Service

Extended Description:
See attached Pricing Pages for contract pricing.



ALLAN MCVEY
CABINET SECRETARY

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

W. MICHAEL SHEETS
DIRECTOR

December 16, 2019

Mr. Kent McMillion, President
Method One Communications, LLC
POB 12230
Charleston, WV 25302

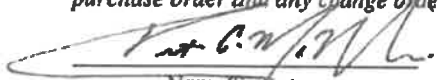
Subject: WV Statewide Contract No.: CMA 0212 LDPHONE19

Dear Mr. McMillion:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are February 01, 2020 through January 31, 2021. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible. You may return all renewal documents via email to Mark.A.Atkins@wv.gov.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed, dated, and notarized.

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.


Name/Signature

January 3, 2020
Date

President
Title

Please call if you have any questions.

Very truly yours,

Mark A. Atkins
Senior Buyer, WVPBC
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130

Phone: 304.558.2307
Fax: 304.558-4115
Email: Mark.A.Atkins@wv.gov

Attachment

STATE OF WEST VIRGINIA - VOICE TELECOMMUNICATIONS CHANGE REQUEST (TCR)

NOTE: FIELDS WITH ** ARE COMPLETED BY WVOT

AGENCY TCR INFORMATION

TCR#**		REQUESTED DUE DATE	
AGENCY DEPARTMENT		AGENCY NAME	
DIVISION		DIRECT BILL**	NO
AGENCY PRIMARY CONTACT		AGENCY ON-SITE CONTACT	
AGENCY PRIMARY CONTACT PHONE		AGENCY ON-SITE CONTACT PHONE	
AGENCY PRIMARY CONTACT EMAIL		AGENCY ON-SITE CONTACT EMAIL	
OFFICE HOURS OF OPERATION		OFFICE MOVE	
AGENCY ON-SITE ADDRESS (E911)		OLD ADDRESS (IF APPLICABLE)	
WVOT FIELD TECH(S)**		WVOT FIELD TECH(S) PHONE**	

REQUESTED VOICE SERVICE(S) Account numbers located on Telecommunications Backup

LOCAL SERVICE			
LOCAL ACCOUNT NUMBER (BTN/BAC)		EXTEND DEMARC**	N/A
PHONE BOOK LISTING		***DETAILS FOR DEMARC EXTENSION IF APPLICABLE	
SPECIFY HOW LISTING(S) SHOULD APPEAR			
CONTINUATION SHEET (Blue Tab)			
PIC/LPIC CODE: 0555			
PIC FREEZE**	YES		
LPIC FREEZE**	YES		
PLOC FREEZE**	YES		
LINE TYPE-			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
POTS/CENTREX			
DSL			
ISDN-BRI/PRI			
DID			
LONG DISTANCE			
LONG DISTANCE ACCOUNT NUMBER (GROUP ID)			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
PHONE NUMBER			
INTERNATIONAL			
TOLL FREE			
CALLING CARD			

FOR MOVES OR DISCONNECTS, PLEASE FILL IN THE BLANKS FOR THESE TYPES OF SERVICES. USE COMMENTS OR CONTINUATION SHEET TO CONTINUE

TOLL FREE#		POINT TO#	
CALLING CARD#		EMPLOYEE NAME	
FORMS			
ARE ADDITIONAL FORMS ATTACHED?		HUNT GROUP FORM?	
PRI FORM**		CONTINUATION SHEET FOR ADDITIONAL NUMBERS?	
COMMENTS			

AGENCY AUTHORIZATION - PLEASE PRINT NAMES AND THEN SIGN OR RETURN AUTHORIZATION VIA EMAIL

AGENCY AUTHORIZATION	x	x
	AGENCY AUTHORIZATION (PRINTED)	AGENCY AUTHORIZATION (SIGNATURE)
COMPLETED BY	x	x
	COMPLETED BY (PRINTED)	COMPLETED BY (SIGNATURE)
PLEASE SIGN ABOVE AND RETURN TO TCR@WV.GOV. TCR MAY BE REJECTED IF REQUIRED FIELDS ARE INCOMPLETE		
WVOT AUTHORIZATION	x	x
	WVOT AUTHORIZATION (COMPLETED BY WVOT)	RECEIVED BY/DATE (COMPLETED BY WVOT)

PRICING PAGE

CMA 0212 LDPHONE19A			
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
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

* ALL BLANK CELLS of Exhibit A Pricing Page must be completed by the vendor. If a Cost per Unit does not apply, please enter \$0.00 or N/A in the cell.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: InsureZone.com of Texas Inc, 550 Bailey Ave., Ste 150, Fort Worth, TX 76107, 866 243-5934. CONTACT NAME, PHONE (A/C No, Ext): 866 243-5934, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company, INSURER B: Chubb Insurance Company of New Jersey, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is shown as additional insured as their interest may appear.

CERTIFICATE HOLDER: STATE OF WEST VIRGINIA CAPITOL COMPLEX, 1900 KANAWHA BLVD E BLDG 5 10FL, Charleston, WV 25305. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: John F. Pergande.