



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 LDPHONE19	Procurement Folder: 537006
Document Name: LDPHONE19: Change Order No. 02	Reason for Modification: Change Order No. 02 is issued for administrative purposes to memorialize the contract and reassign a new contract, per the attached documents.
Document Description: STATEWIDE CONTRACT: Memorialize & Reissue of contract.	
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: 2020-02-29

VENDOR	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.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

AGENCY COPY

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION 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>Robert M. Row II</i> DATE: <i>FEB 26 2020</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Robert M. Row II</i> DATE: <i>FEB 26 2020</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

STATEWIDE CONTRACT:

CHANGE ORDER No. 02

Change Order No. 02 is issued to memorialize contract CMA LDPHONE19 with Method One Communications LLC (V/C account# 000000223577) and reassign the contract to TouchTone Communications Inc. (V/C account# 000000181018) as CMA LDPHONE19A, per the attached documents.

System limitations require that this contract be given a new contract number (CMA LDPHONE19A) moving forward but the original contract (CMA LDPHONE19), including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 02/01/2020

New procurement folder: 690904

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83111502				\$0.000000
	Service From	Service To			
	2019-02-01	2020-02-29			

Commodity Line Description: Long Distance Telephone Service

Extended Description:

See attached Pricing Pages for contract pricing.



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 2008. 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 (304) 720-6460 ext. 102 or kmcmillion@method1.net with any questions you may have.

Respectfully yours,



Kent C. McMillion
President & Owner

CC: Gary Glodek. TouchTone Communications Inc.

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 [REDACTED]. I 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 gaglodek@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

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.

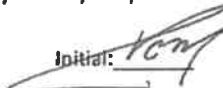
11. Conditions Precedent of Buyer.

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.

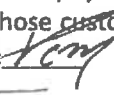
b. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

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.

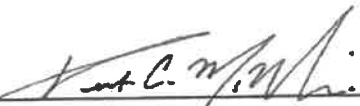
e. Amendments. This Agreement may be amended by the parties only by a written agreement.

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.


Initial: 

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