



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 401750

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0203

Vendor ID: VS0000014775

SO Doc ID: CPR1800000001

Legal Name: Syndeo LLC.

Published Date: 12/21/17

Alias/DBA: Broadvoice

Close Date: 12/27/17

Total Bid: \$54,021.60

Close Time: 13:30

Response Date: 12/26/2017

Status: Closed

Response Time: 17:37

Solicitation Description: Addendum 2 - RFQ for Hosted VOIP Solution

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 401750
Solicitation Description : Addendum 2 - RFQ for Hosted VOIP Solution
Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-27 13:30:00	SR 0203 ESR12261700000002893	1

VENDOR
VS0000014775 Syndeo LLC. Broadvoice

Solicitation Number: CRFQ 0203 CPR1800000001

Total Bid : \$54,021.60 **Response Date:** 2017-12-26 **Response Time:** 17:37:37

Comments: State of West Virginia,
 Broadvoice is pleased to respond to this RFQ for Hosted VoIP Solution to the State of West Virginia. Broadvoice is a nationwide provider of Cloud Hosted VoIP Solutions and has been in business since 2006, providing unsurpassed service to both the public and private sector. We appreciate the opportunity to submit this RFQ and should you have any questions or need further information, please feel free to contact me at (818) 964-0013 or dsilver@broadvoice.com.
 Sincerely,
 Dan Silver
 Broadvoice

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ENTER TOTAL COST FROM EXHIBIT B PRICING PAGE	1.00000	YR	\$54,021.600000	\$54,021.60

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description : Vendors should attach Exhibit B Pricing Page as an attachment with detailed pricing for Year One (1) through Year (4).

Comments: THE ENTIRE HOSTED VOIP SOLUTION BREAKDOWN CAN BE VIEWED WITHIN THE RFQ RESPONSE ATTACHMENT. THANKS.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 401750

Doc Description: RFQ for Hosted VOIP Solution

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-12	2017-12-19 13:30:00	CRFQ 0203 CPR1800000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Syndeo LLC., dba Broadvoice
 9221 Corbin Ave. Suite 260
 Northridge, CA 91324
 (800) 795-7989

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 36-4857033

DATE

12/26/17

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, The West Virginia Consolidated Public Retirement Board is soliciting bids from qualified vendors to establish a contract for the purchase of a Hosted VOIP Telephone Solution per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ENTER TOTAL COST FROM EXHIBIT B PRICING PAGE	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description :

Vendors should attach Exhibit B Pricing Page as an attachment with detailed pricing for Year One (1) through Year (4).

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 3:00 p.m.	2017-12-15

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

Broadvoice has read and understands and has fully complied with the requirement.

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, December 15, 2017, 3:00 p.m.

Submit Questions to: Linda Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Linda.B.Harper@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

[Broadvoice has Read and Understood](#)

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Broadvoice has read and understands and agrees to fully comply.

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

Read and understood and acknowledged by Broadvoice.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical
 Cost **N/A**

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

Bid Opening Date and Time: Tuesday, December 19, 2017, 1:30 p.m.

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification. **Broadvoice has read and understands and will comply.**

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

Broadvoice has read and understands and will comply.

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

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

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

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

Broadvoice has read and understands and will comply.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Broadvoice has read and understands and will comply.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Acknowledged by Broadvoice.

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.

Broadvoice has read and understands and will comply.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

“Interested parties” means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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: [Acknowledged by Broadvoice](#)

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on Upon Award 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) [Broadvoice has read and understands and will comply.](#)

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Acknowledged by Broadvoice.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

Broadvoice has read and understands and will comply.

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. **Acknowledged as N/A**

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. 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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

Broadvoice has read and understands and will comply.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Broadvoice has read and understands and will comply as applicable.

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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. **Broadvoice has read and understands and will comply.**

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:

Acknowledged as BLANK.

_____ 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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears. **Broadvoice has read and understands and will comply.**

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

Broadvoice has read and understands and will comply.

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

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

Broadvoice has read and understands and will comply.

31. 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>.

Broadvoice has read and understands and will comply.

32. 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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

33. 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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

34. 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.

Broadvoice has read and understands and will comply.

35. 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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

36. 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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

37. 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.

Broadvoice has read and understands and will comply.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, 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.

Broadvoice has read and understands and will comply.

39. 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”). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

Broadvoice has read and understands and will comply.

40. 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.

Broadvoice has read and understands and will comply.

41. 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.

Broadvoice has read and understands and will comply.

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.

42. 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.

Broadvoice has read and understands and will comply.

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.

Broadvoice has read and understands and will comply.

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

Broadvoice has read and understands and will comply.

43. 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. **Acknowledged as N/A**

44. 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. [Acknowledged as N/A](#)

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. [Acknowledged as N/A](#)

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties. [Acknowledged as N/A and will continue to comply.](#)

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.

(Name, Title) **Dan Silver, Government Operations**

(Printed Name and Title) **DAN SILVER | GOVERNMENT OPERATIONS**

(Address) **9221 Corbin Ave. Suite 260, Northridge, CA 91324**

(Phone Number) / (Fax Number) **800.795.7989**

(email address) **contracts@broadvoice.com**

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.

(Company)

Syndeo LLC., dba Broadvoice

(Authorized Signature) (Representative Name, Title)

 | **CEO**

(Printed Name and Title of Authorized Representative)

JIM MURPHY CEO

(Date) **12/26/17**

(Phone Number) (Fax Number) **800.795.7989**

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Syndeo LLC., dba Broadvoice

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Hosted VOIP Solution

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Consolidated Public Retirement Board to establish a contract for a Hosted VOIP telephone solution Agreement.

Broadvoice has read and understands and agrees to fully comply.

Currently CPRB utilizes a Cisco VOIP state hosted solution but as our configuration needs are specific to CPRB, CPRB desires to enter into a contract to utilize the services of a Vendor hosted solution allowing more Agency specific customizations. This contract will be for an initial period of one (1) years with the possibility of three (3) one year renewals.

Broadvoice has read and understands and agrees to fully comply.

The Consolidated Public Retirement Board (CPRB) expects the vendor to provide configuration/software support as needed during the total contract length as well as any necessary updates to any Vendor supplied software necessary to manage/utilize the telephone service. Vendor must be available for necessary support during our normal business hours to insure no disruption to business operations.

Broadvoice has read and understands and agrees to fully comply.

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 **“ACD”** is commonly known as automatic call distributor and allows incoming calls to be distributed to a specific call group.

Acknowledged by Broadvoice.

- 2.2 **“Business hours”** means CPRB office hours. 8:00am to 5:00pm Monday, Wednesday, Thursday, and Friday with extended hours of 8:00am to 8:00pm on Tuesdays. Hours are Eastern Standard Time.

Acknowledged by Broadvoice.

- 2.3 **“Contract Services”** means 24x7x365 phone and remote, software support for Open text products as more fully described in these specifications.

Acknowledged by Broadvoice.

- 2.4 **“CPRB”** means Consolidated Public Retirement Board.

Acknowledged by Broadvoice.

- 2.5 **“Critical Business Process”** means any activity required to process a retirement, pay a retiree, or service a request of a retiree.

Acknowledged by Broadvoice.

- 2.6 **“DID”** or Direct inward dialing refers to block of private numbers assigned to certain individuals for direct dial calling without utilizing the primary Agency number.

Acknowledged by Broadvoice.

REQUEST FOR QUOTATION
Hosted VOIP Solution

2.7 **“Pension Administration System”** means the new system CPRB is in the process of implementing for the administration of all retirement systems maintained at the Retirement Board.

Acknowledged by Broadvoice.

2.8 **“POE”** refers to power of ethernet which provides electric via network switch to the telephone handsets.

Acknowledged by Broadvoice.

2.9 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit B, upon which Vendor should list its proposed price for the Contract Services.

Acknowledged by Broadvoice.

2.10 **“Remote Support/Access”** means vendor can connect directly to supported resources or via an employee’s state issued computer to provide product support from outside the West Virginia State network.

Acknowledged by Broadvoice.

2.11 **“Software”** means any set of instructions that directs a computer to perform operations. Software consists of programs, libraries, and related non-executable data.

Acknowledged by Broadvoice.

2.12 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Acknowledged by Broadvoice.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must be certified by the software manufacturer to provide the services described in section 4. **Broadvoice has read and understands and fully complies.**

3.2. Vendor must have a minimum of ten (10) years of Proposed Solution experience. **Broadvoice has read and understands and fully complies.**

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 **Vendor must provide maintenance agreements in accordance to all requirements set by the manufacturer consisting of the following specifications.**

4.1.1.1 Support must be available during normal business hours with initial response within 30 minutes for Severity Level 1 issues.

Broadvoice has read and understands and agrees to fully comply.

REQUEST FOR QUOTATION
Hosted VOIP Solution

4.1.1.2 Support must be conducted via either phone or remote access.

Broadvoice has read and understands and will fully comply.

4.1.1.3 Provides the rights to new Software Releases as made generally available by the Vendor. Includes future updates and upgrades.

Broadvoice has read and understands and will fully comply.

4.1.1.4 Length of service must be at minimum (one) 1 year.

Broadvoice has read and understands and will fully comply.

4.1.1.5 Exhibit A contains the noted mandatory elements required for this contract and should be submitted with the bid.

Broadvoice has read and understands and will fully comply.

4.1.2 Maintenance, Support, and Deliverables:

4.1.2.1 Vendor must provide Manufacturer software updates/upgrades as they become available. Critical or security updates must be installed within 30 days of release. All other updates and upgrades must be performed within 90 days of release. In the event that CPRB upgrades are not current, the Vendor will deploy all updates and upgrades to bring to current release. The Vendor will assist the agency technician in testing the new software to the satisfaction of CPRB.

Broadvoice has read and understands and will fully comply.

4.1.2.2 Provide unlimited hours of software support annually to answer questions, re-train operators and/or troubleshoot any issues with the CPRB on-site technician either via phone, remote access, or on-site. CPRB reserves the option to request on-site service for any severity level 1 or severity level 2 incident which cannot be accomplished remotely.

Broadvoice has read and understands and will fully comply.

4.1.2.3 Vendor and technicians must have at least 5 years of full time experience in installation, configuration, and support of all products utilized with the proposed solution.

Broadvoice has read and understands and will fully comply.

4.1.2.4 Vendor must provide detailed documentation of any proposed configuration changes necessary to routers, firewalls, or switches necessary for the proposed solution to function optimally. This data will be reviewed and approved by the WV Office of Technology prior to award.

Broadvoice has read and understands and will fully comply.

REQUEST FOR QUOTATION
Hosted VOIP Solution

4.1.2.5 Technicians providing support must hold current certifications applicable to the proposed solution if required by the Manufacturer. As a requirement of this contract, the vendor must provide CPRB documentation of the certifications or notice from the Manufacture that no certificates are applicable.

Broadvoice has read and understands and will fully comply.

4.1.2.6 Vendor shall provide technicians with knowledge of all related systems components including networking principals.

Broadvoice has read and understands and will fully comply.

4.1.2.7 Vendor must provide detailed documentation of all software and hardware configurations performed by vendor technicians. Vendor shall also provide an after incident report, documenting the cause and resolution of the issue. This report is required for all level 1 and level 2 incidents.

Broadvoice has read and understands and will fully comply.

4.1.2.8 Vendor shall abide by all security policies set forth by the West Virginia Office of Technology. The vendor will test and implement security updates or system configurations recommended by the Office of Technology as well as assist in the remediation of any vulnerabilities discovered by routine security scans. A copy of policy is attached.

Broadvoice has read and understands and will fully comply.

4.1.2.9 Vendor shall meet the service levels specified in the table below.

Broadvoice has read and understands and will fully comply.

Service Level	Response Time
LEVEL 1 - Interruption to critical business processes reliant on the telephony solution or complete disruption to communication needs.	On-site or remote within 30 minutes of agency report.
LEVEL 2 - Interruption to non-critical business processes causing work stoppage for many users, where no work around is available.	On-site or remote within 2 hours of agency report.
LEVEL 3 - Hindrance to the work of individual users or work around is available	On-site or remote within 4 hours during CPRB regular business hours.

**REQUEST FOR QUOTATION
Hosted VOIP Solution**

for non-critical business processes.	
LEVEL 4 - General requests for information or consulting.	Return communication within next business day.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The contract will be awarded for years one (1) only, optional renewals will be added yearly via formal change order upon approval from the agency and vendor.

Broadvoice has read and understands and will fully comply.

5.2 Pricing Page: Vendor should complete the Exhibit B Pricing Page by inserting the price per year on all products listed in Exhibit "B" Pricing page for the first year license fee plus maintenance and support, year two (2) renewal fee, year three (3) renewal fee, and year four (4) renewal fee. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Broadvoice has read and understands and will fully comply.

Vendors submitting bids electronically through wvOASIS should enter the TOTAL COST as shown on the Exhibit B Pricing Page (attached to this solicitation) as the UNIT COST then attach the Exhibit B Pricing Page to their bid submittal with the itemized pricing.

Broadvoice has read and understands and will fully comply.

Vendors submitting paper bids via hand delivery, delivery by courier, or facsimile should enter all pricing into the Exhibit B Pricing Page and include with their bid.

Broadvoice has read and understands and will fully comply.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Broadvoice has read and understands and will fully comply.

7. PAYMENT: Agency shall pay a flat fee for the initial system installation and a monthly fee thereafter for the life of the contract, as shown on the Pricing Pages, for all Contract Services

REQUEST FOR QUOTATION
Hosted VOIP Solution

performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Broadvoice has read and understands and will fully comply.

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

Broadvoice has read and understands and will fully comply.

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

Broadvoice has read and understands and will fully comply.

- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Broadvoice has read and understands and will fully comply.

- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Broadvoice has read and understands and will fully comply.

- 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Broadvoice has read and understands and will fully comply.

- 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

Broadvoice has read and understands and will fully comply.

10. VENDOR DEFAULT:

- 10.1.** The following shall be considered a vendor default under this Contract.

- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

Broadvoice has read and understands and will fully comply.

- 10.1.2.** Failure to comply with other specifications and requirements contained herein.

Broadvoice has read and understands and will fully comply.

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

Broadvoice has read and understands and will fully comply.

REQUEST FOR QUOTATION
Hosted VOIP Solution

10.1.4. Failure to remedy deficient performance upon request.

Broadvoice has read and understands and will fully comply.

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

10.2.1. Immediate cancellation of the Contract.

Broadvoice has read and understands and will fully comply.

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

Broadvoice has read and understands and will fully comply.

10.2.3. Any other remedies available in law or equity.

Broadvoice has read and understands and will fully comply.

11. MISCELLANEOUS:

11.1. 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: Dan Silver
Telephone Number: 800.795.7989
Fax Number: _____
Email Address: contracts@broadvoice.com

**REQUEST FOR QUOTATION
Hosted VOIP Solution**

**EXHIBIT A
MANDATORY REQUIRMENTS**

Requirements List	Acknowledgement	Comments
The ability to control/configure any ACD Groups or Caller Queues via Administration module at CPRB location	Broadvoice Acknowledges.	
Control flow notifications	Broadvoice Acknowledges.	
Add users/telephones/queues as needed via Administration module	Broadvoice Acknowledges.	
Ability for Supervisor to "Whisper" (guide staff) while a Call Agent is in call with client without interrupting	Broadvoice Acknowledges.	
Ability for Supervisor to "Barge" (take control) into an ongoing call if necessary	Broadvoice Acknowledges.	
On demand Call recording by Agents or specified staff with ability to download recorded calls to alternate media if necessary	Broadvoice Acknowledges.	
Ability for a Supervisor to "Monitor" (eavesdrop) on a Call Agent's ongoing call for training purposes.	Broadvoice Acknowledges.	
Online real time reporting for management purposes	Broadvoice Acknowledges.	
Online tool allowing users to "chat" or instant message with users and also to initiate an online chat window either directly or via email notification, allowing staff to aid or demonstrate to users/clients functions via screen shares.	Broadvoice Acknowledges.	
Auto attendant functionality which would allow users to select alternate queues when on hold	Broadvoice Acknowledges.	
Customer Queue number notification or Wait time Notifications or Comfort Messages to Caller.	Broadvoice Acknowledges.	
Ability for staff to maintain current 5 digit extensions	Broadvoice Acknowledges.	
Voice mail with email notifications for all staff	Broadvoice Acknowledges.	
Possible api interface option with our internal Pension Administration System (future)	Broadvoice Acknowledges.	

**REQUEST FOR QUOTATION
Hosted VOIP Solution**

Integrate Current Toll Free lines (3) with new Hosted solution	Broadvoice Acknowledges.	
Integrate current private telephone numbers or (DIDs) into new solution. Total of 12 currently in use.	Broadvoice Acknowledges.	
Ability to transfer/transition on site calls to cell phone easily and with no disruption to current call	Broadvoice Acknowledges.	
Administrator/Supervisor/Agent Training for software necessary to perform solution operations	Broadvoice Acknowledges.	

If additional space is needed, please attach separate pages.

REQUEST FOR QUOTATION
Hosted VOIP Solution

Year One (1) Total Fee Price: \$ **\$54,021.60**
(including all items listed from previous "First Year Cost" table including Initial Start Up and a 12-month recurring fee totals)

Year Two (2) Total Fee Price: \$ **\$50,781.60**

Year Three (3) Optional Renewal Fee Price: \$ **\$50,781.60**

Year Four (4) Optional Renewal Fee Price: \$ **\$50,781.60**

***TOTAL COST \$ \$206,366.40**

Award will be based on TOTAL COST over all five (4) years. Renewal options will be initiated by the Agency, agreed to by the Vendor, and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

***PLEASE NOTE BROADVOICE HAS INCLUDED BOTH A HARDWARE RENTAL AND A HARDWARE PURCHASE OPTION FOR YOUR REVIEW.**

**BROADVOICE HARDWARE
RENTAL OPTION**

REQUEST FOR QUOTATION
Hosted VOIP Solution

Year One (1) Total Fee Price: \$ \$67,494.60
(including all items listed from previous "First Year Cost" table including Initial Start Up and a 12-month recurring fee totals)

Year Two (2) Total Fee Price: \$ \$42,429.60

Year Three (3) Optional Renewal Fee Price: \$ \$42,429.60

Year Four (4) Optional Renewal Fee Price: \$ \$42,429.60

***TOTAL COST \$ \$194,783.40**

Award will be based on TOTAL COST over all five (4) years. Renewal options will be initiated by the Agency, agreed to by the Vendor, and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

***PLEASE NOTE BROADVOICE HAS INCLUDED BOTH A HARDWARE RENTAL AND A HARDWARE PURCHASE OPTION FOR YOUR REVIEW.**

**BROADVOICE HARDWARE
PURCHASE OPTION**

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Broadvoice has read and understands and will fully comply.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: _____ Address: _____

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____

Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

Broadvoice has read and acknowledges as N/A.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 401750

Doc Description: Addendum 2 - RFQ for Hosted VOIP Solution

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-21	2017-12-27 13:30:00	CRFQ 0203 CPR1800000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Syndeo LLC., dba Broadvoice
 9221 Corbin Ave. Suite 260
 Northridge, CA 91324
 (800) 795-7989

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN #

36-4857033

DATE

12/26/17

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

ADDITIONAL INFORMATION:

Addendum 2 issued for the following reasons:

1. To publish the vendor questions with responses

No other changes

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ENTER TOTAL COST FROM EXHIBIT B PRICING PAGE	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description :

Vendors should attach Exhibit B Pricing Page as an attachment with detailed pricing for Year One (1) through Year (4).

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2017-12-15

SOLICITATION NUMBER:
Addendum Number:

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 2 issued for the following reasons:

1. To publish the vendor questions with responses

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ CPR1800000001 - Hosted VOIP Solution

Vendor Question

- Q.1. Are companies from Outside USA able to apply for this? (India or Canada).
- A.1. Yes
- Q.2. Does the Vendor need to come to the USA for meetings?
- A.2. Remote online meetings will be sufficient.
- Q.3. Can we perform the tasks (related to RFP) outside USA? (India or Canada)
- A.3. Yes
- Q.4. Can we submit the proposals via email?
- A.4. Please see the **INSTRUCTIONS TO VENDORS SUBMITTING BIDS, SECTION 6, BID SUBMISSION**, "The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgement forms via e-mail".
- Q.5. After review of the RFQ for the Hosted Voip Solution we do have a couple of important questions related to the bidding process. Since the 7961 series Cisco phones are very old and are no longer warrantied by Cisco, you will need to get new phones. In the RFQ it states that the initial bid will only be for a 12 month/1 year contract. Are you open to a two-year agreement If Vonage were to give you brand new Cisco phones for Free on a rental? I understand you will need to give others the same opportunity, but It's very important to the overall cost analysis for your organization. If it's a hard stance on 1 year option only that's fine, just let us know so we can price out the phones accordingly.
- A.5. The initial 1 year contract will remain.
- Q.6. I see that you are requesting a quote for 1 system, but does that also mean that you would only need 1 single phone on the system; or do you need 1 system, but support multiple phones?
- A.6. Multiple phones.
- Q.7. Requirement: **Possible api interface option with our internal Pension Administration System (future)** – What is the system that is required to be integrated? Describe the interoperability requirements and any other detail necessary for the Vendor to meet the requirement.
- A.7. Web based Pension Administration System with Visual Basic.Net front end and SQLServer back end. Future project will involve integrating new hosted solution with caller information to display basic information, based upon entry items, to the agent's desktop via the web based Pension System.

Q.8. Is local/site survivability a requirement?

A.8. Preferred but not required.

Q.9. Is voice mail required for all phone (Seat licenses)?

A.9. Yes. Currently we have 110 users, plus 7 addition groups using currently ACD groups.

Q.10. How many ACD Agents are required?

A.10. 25-30 but should be increased or decreased easily.

Q.11. How many ACD Supervisors are required?

A.11. 7

Q.12. How many ACD queues/skills are required?

A.12. Currently 5

Q.13. Do you have IVR requirements?

A.13. Not at this time

Q.14. Will you have fax/modem connectivity on the hosted platform? How many?

A.14. No

Q.15. What connectivity to the hosted platform will be used? Internet? Other VPN? What is the bandwidth available for the service?

A.15. Internet. As stated currently utilizing VOIP system and if there are specific bandwidth requirements, the vendor should supply this information so our State Office of technology can determine the viability of the proposed solution

Q.16. Are there any requirements for Automated Attendant? How many?

A.16. Yes. Currently we have 1 primary automated attendant for our main number.

Q.17. This RFQ was released 12/12/17. The current bid response date is 12/19/2017.

This "Extremely" short response time does not allow for a detailed and accurate bid response. Additionally, we are entering the Holiday Season and all qualified vendors will have employees and legal staff out for vacation.

I request the RFQ due date to be extended to 1/30/18. Please provide clarification as to whether the bid response date can be extended.

Bid opening has already been extended to 12/27/2017.

Q.18. Would the commission be open to utilizing the procurement vehicle already in place for these services?

- (a) VOIP13 – UCCaaS, VCC, IP Trunking, IP Toll Free, PS set to expire 10/20/18
- (b) Data Transport – Private IP expires 6/30/2022
- (c) SIP – SIP Trunking expires 10/31/2020

A.18. No to (a), this solicitation does not cover the services provided in (b) and (c).

Q.19. According to the WV Purchasing Division Procedures Handbook, Appendix M of The Purchasing Decision Path, Step Three, “If the product or service is not available from internal resources, **the agency must determine if that product or service is available from a statewide or agency contract. If available, the agency must purchase the product or service in accordance with purchasing guidelines as indicated within the statewide or agency contract. (Examples: office supplies, information processing equipment). No agency may be exempt from using statewide contracts without prior written approval from the Purchasing Director.** When such prior written approval is obtained, it must be retained with the file.” In addition, per Section 6.2.2 of the Handbook, “**The Request for Quotation (RFQ) is used to acquire all tangible property (i.e., equipment, supplies, etc.)**.” This solicitation is for “**Hosted VoIP Solution**” services. Since these exact services are available via the statewide contracts above, please advise on the business case that justified using alternative procurement means, so that we can understand the business requirements better for our response?

A.19. Originally CPRB was informed that the current statewide contract was going to expire so we began to look at alternative solutions to our ongoing telephone issues. Only recently were we informed that an extension was put into place and as a result we carefully considered the option of utilizing the statewide contract for a hosted solution and began discussions with the vendor and WVOT. It was during these discussions that we were informed that the solution offered may not meet our time constraints.

Q.20. How would this vehicle work in concert with the existing contract (referenced above) from which the State already procures these services?

A.20. No involvement.

Q.21. Are there additional requirements details forthcoming as the current RFQ has not identified all the necessary components needed to price the service?

A.21. Not at this time

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CPR1800000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Syndeo LLC., dba Broadvoice

Company



Authorized Signature

12/26/17

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 401750

Doc Description: Addendum 1 - RFQ for Hosted VOIP Solution

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-18	2017-12-27 13:30:00	CRFQ 0203 CPR1800000001	2

BID RECEIVING LOCATION

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

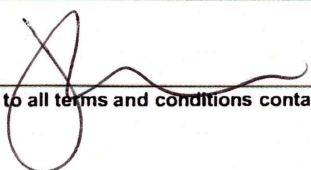
VENDOR

Vendor Name, Address and Telephone Number:

Syndeo LLC., dba Broadvoice
9221 Corbin Ave. Suite 260
Northridge, CA 91324
(800) 795-7989

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X  FEIN # **36-4857033** DATE **12/26/17**
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum 1 issued for the following reasons:

1. To extend the bid closing (bid opening) date to December 27, 2017, 1:30 p.m.
2. Response to vendor questions will be filed in a subsequent addenda.

No other changes

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE		CONSOLIDATED PUBLIC RETIREMENT 4101 MACCORKLE AVE SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ENTER TOTAL COST FROM EXHIBIT B PRICING PAGE	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description :

Vendors should attach Exhibit B Pricing Page as an attachment with detailed pricing for Year One (1) through Year (4).

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 3:00 p.m.	2017-12-15

SOLICITATION NUMBER: CPR180000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To extend the bid closing (bid opening) date to December 27, 2017, 1:30 p.m.
2. Response to vendor questions will be filed in a subsequent addenda.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Syndeo LLC., dba Broadvoice

Company

Authorized Signature

Date

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

Revised 6/8/2012