



CRFQ 0212 SWC2200000012
Response and Solutions Proposal

Prepared exclusively for the State of West Virginia

04/12/22 10:34:04
WV Purchasing Division



PRESENTED BY:

TouchTone Communications and MethodOne Communications





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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Proc Folder: 1018516 **Reason for Modification:**
Proc Description: Long Distance Telephone Services

Proc Type: Statewide MA (Open End)

Issued	Solicitation Closes	Solicitation No	Version
2-03-25	2022-04-12 13:30	CRFQ 0212 SWC2200000012	1

RECEIVING LOCATION


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

BUYER

Buyer Customer Code: 181018
Buyer Name : TouchTone Communications
Address : 3 Wing Dr. Suite 103
City :
State : Cedar Knolls
Country : USA **Zip :** 07927
Buyer Name : NJ
Buyer Contact : Pino Bio
Buyer Contact Phone: 973-739-9300 **Extension:**

BUYER INFORMATION CONTACT THE BUYER

Christina L Hovanec
 304-558-2314
 christina.l.hovanec@wv.gov

Buyer Signature X  **FEIN#** 37-1418502 **DATE** 4/8/22

Offer is subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling local, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

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

Item	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS

Event	Event Date
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: March 31, 2022 at 10:00 AM EST

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

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

6. BID SUBMISSION: All bids must be submitted 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.

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: 304-558-3970

Revised 02/08/2022

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 a Request for Proposal is not permitted in wvOASIS.

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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: April 12, 2022 at 1:30 PM EST

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

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

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

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

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

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

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

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

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(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.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

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

Vendor must maintain:

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

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

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

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

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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.

Gary Glodek, Senior Vice President

(Name, Title)

 Senior Vice President

(Printed Name and Title)

3 Wing Dr., Suite 103, Cedar Knolls, NJ 07927

(Address)

973-739-9300 / 973-270-0667

(Phone Number) / (Fax Number)

gcglodek@touchtone.net

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

TouchTone Communications

(Company)



Gary Glodek, Senior Vice President

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

4/8/22

(Date)

973-739-9300 / 973-270-0667

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Long-Distance Telephone Service

SPECIFICATIONS

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

CURRENT ENVIRONMENT: Currently, the State has its current Centrex Statwide Contract. The current CENTREX contract can be viewed using the following link:
<http://www.state.wv.us/admin/purchase/swc/CENTREX.htm>

The current LDPHONE19E Statewide Contracts expires 08/16/2022 and will not be renewed. The current contract can be viewed online using the following link:
<http://www.state.wv.us/admin/purchase/swc/LDPHONE.htm>

While the Custom Centrex and Long-Distance services are separate contracts, they work together to facilitate intra-state calling capability and inter-state calling services.

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

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

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

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Examples:

- A. An agency is serviced through the Centrex node in Huntington, WV. When this agency wants to call Morgantown, WV, the call is processed at the Huntington Centrex node. The call is then routed across the network (and the LATA crossing) and completed via the Morgantown, WV node, resulting in a local call.
- B. If this same agency (referenced in example A) wants to make a long-distance interstate call, the call is routed from the Huntington Centrex node to the Charleston egress point - it transitions from the Centrex network to the Long-Distance network to complete the call.
- C. If this same agency (referenced in example A) wants to call another agency in the Bluefield area, the call is routed to the Charleston egress point where it switches to the Long-Distance provider's network. It remains on the Long-Distance provider's network to Bluefield, routes to the correct Central Office and completes the call.
- D. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intra-LATA, inter-LATA, interstate, etc.), the call is switched at the Central Office by means of a LPIC/PIC code to the Long-Distance provider's network and the call is completed.

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

Description of Service	Average Minutes
Domestic Interstate	155,080
Domestic Intrastate	291,009
Toll-Free Interstate	172,895
Toll-Free Intrastate	417,287
Payphone	13,373
Canada	0
Caribbean	0
Directory Assistance	3
Dedicated Toll-Free	590,182
Dedicated Outbound-Intrastate	291,009
Dedicated Outbound-Interstate	155,080
International	1,884
Toll-Free Non-Mainland	0
Calling Card	139

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

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(in some localities called "zones") are typically listed in the front of your local phone book.

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

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- 2.24** “**Project Manager**” means the responsible party for managing the implementation and conversion of this contract (Transition Project Manager), and the responsible party serving as the single point of contact for all problem resolution, billing issues, installation activity, etc. for the life of the contract (Contract Project Manager).
- 2.25** “**P.01 Grade of Service**” is the probability of a call in a circuit group being blocked or delayed for more than a specified interval. Rejected calls occur as a result of heavy traffic loads (congestion) on the system and can result in the call either being delayed or lost.
- 2.26** “**RespOrg**” means Responsible Organization, a term that refers to the companies with access to the Service Management System, the database that provides number management of all toll-free telephone numbers. According to FCC regulations, the end user has the right to select their RespOrg and have their numbers transferred to their control.
- 2.27** “**SLD**” means Schools and Libraries Division of the Universal Service Administration Company
- 2.28** “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.29** “**SPOC**” means Single Point of Contact.
- 2.30** “**Switched**” means network access via the State’s contracted Local Exchange Carriers for locations with traffic volumes that do not justify dedicated lines.
- 2.31** “**T-1**” is a dedicated phone connection consisting of 24 individual channels, each of which supports 64 Kbits per second. Each 64 bit per second channel can be configured to carry voice or data traffic.
- 2.32** “**TCR**” means Telecommunications Change Request.
- 2.33** “**Toll Free service**” means inbound calls that are completed at no cost to the entity originating the call and are generally assigned a toll-free number (800-type) for ease in dialing by the calling party.
- 2.34** “**USAC**” means Universal Service Administration Company.
- 2.35** “**USF**” means Universal Service Fund.
- 2.36** “**WVOT**” means West Virginia Office of Technology.

REQUEST FOR QUOTATION
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3. GENERAL REQUIREMENTS:

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

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

- 3.1.1.1** Per Minute charges shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one minute. (Vendor will round to the 4th decimal point).
- 3.1.1.2** Per minute charges for long-distance calls shall be the same regardless of if the call is made using Switched or Dedicated facilities.
- 3.1.1.3** All connectivity charges and coordination efforts required to connect to the two egress points will be the responsibility of the successful vendor.
- 3.1.1.4** The vendor will report to WVOT quarterly on the usage of the dedicated facilities. The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic. The vendor will be responsible for the cost of all dedicated facilities and any additional facilities required.
- 3.1.1.5** The two egress points must have switched overflow capabilities in addition to the dedicated facilities.
- 3.1.1.6** Transition to the new service should be transparent to the station user. Dialing procedures should remain unchanged.
- 3.1.1.7** The vendor must work with the WVOT, through the established TCR process, to coordinate with the local exchange carriers in getting the LPIC/PIC code changed and placing a freeze on the changes for all existing outbound long-distance services. This will be at no cost to the State. WVOT realizes any current LPIC/PIC freeze will be the State's responsibility to lift until the new LPIC/PIC changes are made.

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- 3.1.1.8** Vendor must provide international calling capability. International calls shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one-minute duration. Although only the per-minute rate proposed by the vendor for Canada will be included in the Pricing Pages, it is preferred that the vendor provide a price quote for all international destinations with their response. The state will allow for quarterly Change Orders to update this pricing, as necessary.
- 3.1.1.9** Vendor must provide Calling Card capability. Calling card calls shall be based and billed on six (6) second increments after the initial eighteen (18) second minimum for calls less than one minute.
- 3.1.1.10** Vendor is responsible for providing agencies with calling cards on a per request basis.

3.1.2 Toll-Free Services:

- 3.1.2.1** Based on FCC 800 portability regulations, no change in the present toll-free numbers shall be acceptable, unless allowed by the State.
- 3.1.2.2** All converted and/or new dedicated facilities (i.e., T-1s, PRIs, etc.) must be included in the cost per minute.
- 3.1.2.3** It is required that the vendor will complete inbound toll-free calls from payphones, and that the local payphone provider is allowed a fee (surcharge) for the recovery of its costs.
- 3.1.2.4** The vendor must provide the following "advanced" features for supporting inbound toll-free services when requested by WVOT.
 - 3.1.2.4.1 Call Referral:** This feature allows the toll-free call to connect to the CPE (Customer Premises Equipment). The toll-free call is routed based on caller-entered digits (i.e., "Please Press 1 to hear about White Water Rafting") or rotary default (i.e., "If you do not have a touch tone phone, please stay on the line.").

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- 3.1.2.4.2 Caller Transfer:** This feature allows a caller to be transferred to another toll-free number based on the digits entered (i.e., “Press 1 if you are interested in making reservations at Canaan Valley State Park.”) The caller would have dialed the 1-800-CALLWVA but when they press 1, they would be transferred to the 800 number of Canaan Valley.
- 3.1.2.4.3 Informational Announcement:** This feature offers a recorded voice message which may be used to assist in call routing. The message may be a menu of options, information prior to call termination, or information prior to connecting the call to the customer’s location.
- 3.1.2.4.4 Area Code Routing:** This feature allows a customer to route calls to the same toll-free number to a different terminating location (switched or dedicated) based on the originating area code of the caller.
- 3.1.2.4.5 Area Code Selection:** This feature permits a customer to allow or block calls to a toll-free number based on the originating area code of the caller.
- 3.1.2.4.6 Area Code/Exchange Routing:** This feature allows a customer to (1) route calls to the same toll-free number to different terminating locations (switched or dedicated) based on the originating area code (NPA) and exchange (NXX) of the caller and (2) allows a customer to block calls to a toll-free number based on the originating area code (NPA) and exchange (NXX) of the caller.
- 3.1.2.4.7 Day of Week Routing:** This feature allows a customer to route calls to the same toll-free number to different terminating locations (switched or dedicated) based on the day of the week.

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

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

3.1.3 Dedicated Connectivity

3.1.3.1 The vendor must provide, at no additional cost to the State, dedicated connectivity to carry the traffic (inbound and outbound) via the egress points. All costs associated with the egress points must be paid by the vendor. Agency's responsibility is limited to the payment of the cost of service.

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

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

3.1.4 Directory Assistance:

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

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3.1.5 Implementation/Conversion:

- 3.1.5.1** Prior to beginning the implementation/conversion process, an initial face-to-face meeting will be held at the WVOT facility in Charleston, WV for all key members of the vendor's project team and the WVOT staff. This meeting shall occur within fifteen (15) calendar days of award. The Implementation/Conversion shall begin no later than thirty (30) calendar days after contract execution.
- 3.1.5.2** Implementation/Conversion must be completed within 120 calendar days from contract execution.
- 3.1.5.3** The vendor should provide with its response a Detailed Implementation Plan that ensures the smooth transition to the new service. This plan is preferred with the bid but must be furnished upon request. Be advised that WVOT has limited resources to dedicate to this project, so the State expects the vendor to assume all of the responsibilities required for implementation/conversion.
- 3.1.5.4** The vendor will be responsible for any PIC and LPIC Switching fees. These fees are charged by the local provider when changing long-distance carriers.
- 3.1.5.5** The vendor will be responsible for any Local Number Portability Charges incurred when switching from one local telephone service provider to another. All agencies must have the ability to retain, at the same location, their existing local telephone numbers and equipment.
- 3.1.5.6** The Vendor will be responsible for the coordination of, charges for, and reconfiguration of the State's existing equipment.
- 3.1.5.7** The Vendor will be responsible for paying the migration costs to move the State to an alternative solution.

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3.1.6 Dedicated Support Team:

3.1.6.1 Project Manager:

- 3.1.6.1.1** The vendor shall be required to designate a person as the single point of contact who is responsible for managing the implementation and conversion of these services.
- 3.1.6.1.2** A draft Implementation Plan submitted by the Vendor will be discussed at this meeting. The final versions of this document shall be provided within ten (10) calendar days of the Kick-Off Meeting, as well as any requests to the State from the Vendor.
- 3.1.6.1.3** At a minimum, the Project Manager shall be located in Charleston, WV.

3.1.6.2 Service Manager:

- 3.1.6.2.1** After the Implementation and conversion is complete, the Vendor will assign a Service Manager to serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc. for the life of the contract. The Service Manager shall be located locally in Charleston, WV and available to meet with the WVOT staff at the WVOT facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the WVOT.
- 3.1.6.2.2** The Service Manager shall be responsible, at all times, for ensuring all vendor staff supporting the State's account is up-to-date and understands the contract. The Service Manager shall be responsible for ensuring appropriate vendor personnel are available to provide overall account management.
- 3.1.6.2.3** The WVOT reserves the right to request a new Service Manager for any reason.
- 3.1.6.2.4** The Service Manager is responsible for monitoring and reporting on the status of new installations.

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

3.1.7 Ordering, Billing, and Payment:

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

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

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

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

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

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

3.1.7.2.4.1 Billing month,

3.1.7.2.4.2 Billed entity name,

3.1.7.2.4.3 Sub Account Number

3.1.7.2.4.4 Service Number

3.1.7.2.4.5 Origination Number

3.1.7.2.4.6 Dialed Number

3.1.7.2.4.7 Call Date

3.1.7.2.4.8 Call Time

3.1.7.2.4.9 Call Duration

3.1.7.2.4.10 Origination City

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- 3.1.7.2.4.11** Origination State
- 3.1.7.2.4.12** Destination City
- 3.1.7.2.4.13** Destination State
- 3.1.7.2.4.14** Usage Category
- 3.1.7.2.4.15** Exchange Category
- 3.1.7.2.4.16** Itemized cost for charge of call
- 3.1.7.2.4.17** Itemized cost for any surcharges and total cost.

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

- 3.1.7.2.5** If incorrect rates or quantities are discovered, these errors must be corrected prior to the next billing cycle and must be credited back to the effective billing start date for that service. The customer shall reserve the right to withhold payment until corrections have been made and credit is received.
- 3.1.7.2.6** Vendor cannot back-bill for a service beyond three (3) months.
- 3.1.7.2.7** The Vendor's billing cycle must be on a monthly billing cycle and must be consistent across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is turned up or down relative to that monthly billing cycle.
- 3.1.7.2.8** Services cannot be billed until they have been accepted as functional by the State.
- 3.1.7.2.9** Services must be disconnected by the Due Date on TCRs submitted for disconnection. No billing can occur after this date.

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- 3.1.7.2.10 If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.
- 3.1.7.2.11 Vendor must agree not to hold the State of WV or its Agencies responsible for the payment of any charges determined to be unauthorized or fraudulent by the State of WV and its Agencies.
- 3.1.7.2.12 Vendor must identify any surcharges or fees it intends to charge the State for services. The Vendor must identify these fees and the authority to charges those fees – i.e., Universal Service Fund Fee as mandated by the Federal Communications Commission. These fees will be discussed prior to award.

3.1.8 Training and Support:

- 3.1.8.1 Vendor must provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via a toll-free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient in spoken and written English, 3) maintain and take responsibility for trouble tickets reported by the State of West Virginia customers until those troubles are resolved and 4) provide a tiered support escalation process. Vendor must build this cost into its rates.
- 3.1.8.2 Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (when required) in twenty-four (24) hours or less.
- 3.1.8.3 The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:
 - 3.1.8.3.1 Severity Level 1 shall be defined as an urgent situation, where the customer's services are out of service and the customer is unable to use/access the network. The Vendor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business hours. If repair inside the 2-hour window is not feasible, then regular 2-hour updates are required.

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

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

3.1.8.4 Vendor must contact the State engineering points of contact by phone within 30 minutes of a network outage that affects multiple sites. This verbal notification must be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a reoccurrence.

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

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

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

3.1.9 Security:

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

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

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

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

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

3.1.10 Disentanglement:

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

- return all State data and documentation to the State, including but not limited to configuration information;
- transfer ownership of all leased equipment at no cost to the State (other than the payments already received by the Vendor under the Agreement);
- and, allow the State or the replacement provider(s) continued access to all billing, ordering, and trouble ticketing systems, and processes that have been employed in servicing the State, in

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accordance with methods and procedures to be agreed upon and established in the Agreement.

- Submission of a bid is the Vendor's acceptance of this disentanglement clause.

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

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

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Cost as shown on the Pricing Page.

4.2 Pricing Pages: Vendor should complete the Exhibit A Pricing Page by providing the per Unit Cost of each service. For any service that does not apply to the proposal, the vendor must enter \$0.00 or N/A into that cell. All Cells must be completed as failure to do so may result in Vendor's bids being disqualified. The Exhibit A Pricing Page has been provided in Excel and formatted to automatically calculate the bid total. However, it is the responsibility of the vendor to ensure the calculation for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document.

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5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gary Glodek

Telephone Number: 973-739-9300

Fax Number: 973-270-0667

Email Address: gcglodek@touchtone.net

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

Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.1	Domestic Interstate	Initial 18 Seconds	\$ 0.0120
3.1.1	Domestic Interstate	6 Second Increment	\$ 0.0040
3.1.1	Domestic Interstate	Per minute	\$ 0.0400
3.1.1	Domestic Intrastate	Initial 18 Seconds	\$ 0.0120
3.1.1	Domestic Intrastate	6 Second Increment	\$ 0.0040
3.1.1	Domestic Intrastate	Per minute	\$ 0.0400
3.1.1	International - Canada	Initial 18 Seconds	\$ 0.0117
3.1.1	International - Canada	6 Second Increment	\$ 0.0039
3.1.1	International - Canada	Per minute	\$ 0.0390
3.1.1	Calling Card Service	Initial 18 Seconds	\$ 0.0150
3.1.1	Calling Card Service	6 Second Increment	\$ 0.0050
3.1.1	Calling Card Service	Per minute	\$ 0.0500
3.1.2	Toll Free Interstate	Initial 18 Seconds	\$ 0.0111
3.1.2	Toll Free Interstate	6 Second Increment	\$ 0.0037
3.1.2	Toll Free Interstate	Per minute	\$ 0.0370
3.1.2	Toll Free Intrastate	Initial 18 Seconds	\$ 0.0111
3.1.2	Toll Free Intrastate	6 Second Increment	\$ 0.0037
3.1.2	Toll Free Intrastate	Per minute	\$ 0.0370
3.1.2	Inbound Toll Free from Payphone (surcharge)	Per Call	\$ 0.8500
3.1.4	National Directory Assistance	Per Call	\$ 0.8500
	SUBTOTAL A: COST OF LONG DISTANCE, TOLL FREE and NATIONAL DIRECTORY ASSISTANCE		\$ 2.0402
INTERACTIVE TOLL-FREE SERVICES:			
Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.2.3	Call Referral	Per Call	N/A
3.1.2.3	Call Transfer	Per Call	N/A
3.1.2.3	Informational Announcements	Per Call	N/A
3.1.2.3	Area Code Routing	Per Call	N/A
3.1.2.3	Area Code Selection	Per Call	N/A
3.1.2.3	Area Code/Exchange Routing	Per Call	N/A
3.1.2.3	Day of Week Routing	Per Call	N/A
3.1.2.3	Time of Day Routing	Per Call	N/A
	SUBTOTAL B: COST OF INTERACTIVE TOLL FREE SERVICES		\$ -
TOTAL COST OF LONG DISTANCE, TOLL FREE AND NATIONAL DIRECTORY ASSISTANCE SERVICES			\$ 2.0402

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

NOTE: FIELDS WITH ** ARE COMPLETED BY WVOT

AGENCY TCR INFORMATION

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

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

LOCAL SERVICE			
LOCAL ACCOUNT NUMBER (BTN/BAC)			
PHONE BOOK LISTING		EXTEND DEMARC**	N/A
SPECIFY HOW LISTING(S) SHOULD APPEAR		***DETAILS FOR DEMARC EXTENSION IF APPLICABLE	
CONTINUATION SHEET (Blue Tab)			
PIC/LPIC CODE: 0955			
PIC FREEZE**	YES		
LPIC FREEZE**	YES		
PLOC FREEZE**	YES		
LINE TYPE-			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
POTS/CENTREX			
DSL			
ISDN-BRI/PRI			
DID			
LONG DISTANCE			
LONG DISTANCE ACCOUNT NUMBER (GROUP ID)			
**LIST PHONE NUMBERS IN COMMENTS	ADD	MOVE	DISCONNECT
PHONE NUMBER			
INTERNATIONAL			
TOLL FREE			
CALLING CARD			

FOR MOVES OR DISCONNECTS, PLEASE FILL IN THE BLANKS FOR THESE TYPES OF SERVICES. USE COMMENTS OR CONTINUATION SHEET TO CONTINUE			
TOLL FREE#		POINT TO#	
CALLING CARD#		EMPLOYEE NAME	
FORMS			
ARE ADDITIONAL FORMS ATTACHED?		HUNT GROUP FORM?	
PRI FORM? **		CONTINUATION SHEET FOR ADDITIONAL NUMBERS?	
COMMENTS			

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

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

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

Vendor Name:

By: _____

By: Gary Glodek _____

Printed Name: Mark Atkins

Printed Name:  _____

Title: Senior Buyer

Title: Senior Vice President

Date: _____

Date: 4/8/22

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W. Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

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

Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.1	Domestic Interstate	Initial 18 Seconds	\$ 0.0120
3.1.1	Domestic Interstate	6 Second Increment	\$ 0.0040
3.1.1	Domestic Interstate	Per minute	\$ 0.0400
3.1.1	Domestic Intrastate	Initial 18 Seconds	\$ 0.0120
3.1.1	Domestic Intrastate	6 Second Increment	\$ 0.0040
3.1.1	Domestic Intrastate	Per minute	\$ 0.0400
3.1.1	International - Canada	Initial 18 Seconds	\$ 0.0117
3.1.1	International - Canada	6 Second Increment	\$ 0.0039
3.1.1	International - Canada	Per minute	\$ 0.0390
3.1.1	Calling Card Service	Initial 18 Seconds	\$ 0.0150
3.1.1	Calling Card Service	6 Second Increment	\$ 0.0050
3.1.1	Calling Card Service	Per minute	\$ 0.0500
3.1.2	Toll Free Interstate	Initial 18 Seconds	\$ 0.0111
3.1.2	Toll Free Interstate	6 Second Increment	\$ 0.0037
3.1.2	Toll Free Interstate	Per minute	\$ 0.0370
3.1.2	Toll Free Intrastate	Initial 18 Seconds	\$ 0.0111
3.1.2	Toll Free Intrastate	6 Second Increment	\$ 0.0037
3.1.2	Toll Free Intrastate	Per minute	\$ 0.0370
3.1.2	Inbound Toll Free from Payphone (surcharge)	Per Call	\$ 0.8500
3.1.4	National Directory Assistance	Per Call	\$ 0.8500
	SUBTOTAL A: COST OF LONG DISTANCE, TOLL FREE and NATIONAL DIRECTORY ASSISTANCE		\$ 2.0402
INTERACTIVE TOLL-FREE SERVICES:			
Solicitation Specification Reference	Service Type	Unit of Measure	Cost per unit
3.1.2.3	Call Referral	Per Call	N/A
3.1.2.3	Call Transfer	Per Call	N/A
3.1.2.3	Informational Announcements	Per Call	N/A
3.1.2.3	Area Code Routing	Per Call	N/A
3.1.2.3	Area Code Selection	Per Call	N/A
3.1.2.3	Area Code/Exchange Routing	Per Call	N/A
3.1.2.3	Day of Week Routing	Per Call	N/A
3.1.2.3	Time of Day Routing	Per Call	N/A
	SUBTOTAL B: COST OF INTERACTIVE TOLL FREE SERVICES		\$ -
TOTAL COST OF LONG DISTANCE, TOLL FREE AND NATIONAL DIRECTORY ASSISTANCE SERVICES			\$ 2.0402

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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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: ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: TouchTone Communications

Address: 3 Wing Drive, Suite 103, Cedar Knolls, NJ 07927

Name of Authorized Agent: Gary Glodek Address: same

Contract Number: CRFQ 0212 SWC2200000012 Contract Description: Response and Solutions Proposal

Governmental agency awarding contract: West Virginia

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 for each category below (attach additional pages if necessary):

Subcontractors or other entities performing work or service under the Contract

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

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.

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: [Handwritten Signature] Date Signed: 4/8/22

Notary Verification

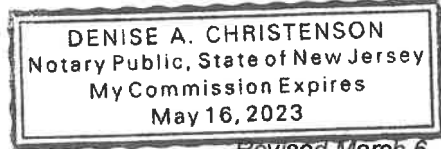
I, Gary Glodek of New Jersey, County of Morris:

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

I, sworn to and subscribed before me this 8th day of April, 2022

Denise A. Christenson
Notary Public's Signature

Discipline completed by State Agency: _____
Discipline received by state agency: _____
Discipline submitted to Ethics Commission: _____
Discipline 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 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: TouchTone Communications

Authorized Signature: [Signature] Date: 4/8/22

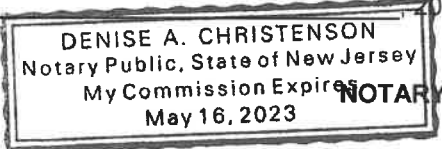
State of New Jersey

County of Monroe, to-wit:

Taken, subscribed, and sworn to before me this 8th day of April, 2022

My Commission expires _____

AFFIX SEAL HERE



NOTARY PUBLIC Denise A. Christenson

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, 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**,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: Method One Communications

Signed:

Title: President & Local TouchTone Communications Distributor

Date: April 08, 2022



CRFQ 0212 SWC220000012
Response and Solutions Proposal

Prepared exclusively for the State of West Virginia



PRESENTED BY:

TouchTone Communications and MethodOne Communications

TouchTone
communications

METHOD 1
COMMUNICATIONS

4/8/2022

State of West Virginia
Bid Clerk
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

To Whom it May Concern:

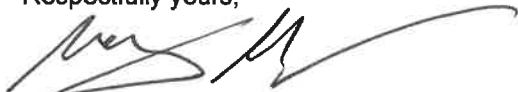
Thank you for the opportunity to be invited in the RFQ process for your statewide calling card, dedicated facilities and switched long distance needs.

As the incumbent statewide vendor for long distance telephone services, we are proud to present you with this detailed proposal which focuses on best of industry pricing, viability of the recommended vendor, (SLAs) Service Level Agreements, and references. We show several ways how West Virginia can maintain quality services, gracefully transition to digital technology, and overall improve its high standards of services while keeping pricing at competitive levels.

The opportunities outlined in this RFQ response can help the State of West Virginia meet its key telecommunications and financial objectives in 2022 and beyond. We hope that you will be pleased with our recommendations and view this RFQ response as a unique opportunity for the State of West Virginia and TouchTone Communications to continue our successful relationship.

Beyond this information, however, we want to offer our continued personal commitment to service the State of West Virginia and along with our local distributor, Method One Communications, we will work closely with the State to ensure that our promises are kept and that we meet your needs as the State's business grows.

Respectfully yours,



Gary Glodek
TouchTone Communications

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Executive Summary

MethodOne Communications and TouchTone Communications are pleased to submit our proposal to the State of West Virginia for calling cards, dedicated and switched long distance.

This proposal is submitted from a joint team of Method One Communications, a multi-faceted communications company, located in Charleston, West Virginia and TouchTone Communications, a nationwide integrated communications provider. Below, we have provided credentials of all parties involved to highlight how our robust team will provide the State of West Virginia with the products, services and competitive pricing they desire.

Method One Communications is a West Virginia based telecommunications company that concentrates on the coordination, consulting and management of the entities which make up organizations' telecommunications expenses. Method One Communications uses its vast knowledge of the telecom industry to ensure that vendor services are selected, contracted, provisioned and supported in a manner which optimizes industry capabilities to fully address the telecommunication needs of their customers. As a bonus to this extensive and in-depth coordination and consulting, Method One Communications will act as the customer's "Project" manager on an ongoing basis to ensure that customers stay abreast of all industry changes that may affect the customer's bottom line. Method One Communications is a local distributor and authorized channel partner of TouchTone Communications. As a local distributor, Method One Communications will be responsible for managing the relationship between the State of West Virginia, the customer, and TouchTone Communications, the provider.

TouchTone Communications will be responsible for providing the State of West Virginia with a complete long distance service solution including T1 access services, calling cards, switched access and toll free services. This service solution includes provisioning, activations, billing, customer service and support as well as emergency contacts to address any of the State of West Virginia's service issues on a 7x24 hour basis. TouchTone Communications has 25 years of experience in providing quality voice and data services exclusively to the marketplace through its authorized distributors. Since inception, TouchTone Communications has expanded in size and offerings to incorporate all of the advanced telecom products into its product portfolio and to service its customers effectively. To effectively bundle services in a manner to meet the ever-increasing technical needs of customers today, TouchTone Communications works closely with a number of telecom service providers. TouchTone Communications bundles these services together to provide one comprehensive service solution.

Collectively, we have been able to facilitate the entire long distance communications process for the State of West Virginia and bring a strong team capable of engineering and handling any size project with a set goal in mind. Through several top tier carrier relationships, we have the ability to integrate multiple services and to provide the best telecommunications service solution while maintaining extremely competitive rates. Our carrier relations are very strong which affords the ability to provide prompt and competent provisioning and activations services to customers. Billing capabilities have been customized for the State of West Virginia that provides State Agencies and the West Virginia Office of Technology with an easy-to-read 2-color electronic invoice; complete with a suite of in-depth management reports and itemized call detail. Customer care, simplicity of billing, and support remain at the forefront of the corporate philosophy for Method One Communications and TouchTone Communications as the State of West Virginia's current vendor.

Most importantly, the State of West Virginia will continue to receive the most competitive rates in the industry, as well as the thorough level of service and customer attention that every business and government entity deserves. We pride ourselves in establishing and maintaining tight internal relationships among departments to provide the ultimate product delivery and customer service experience.

Products and Services

This document proposes the following long distance interexchange components as listed in the RFQ specifications to provide "1) traditional non-Internet Protocol (IP) based long distance services (intrastate, interstate, calling card and International); 2) traditional non-IP based toll-free services; and 3) directory assistance services" and necessary dedicated T-1's or facilities to handle the traffic. This RFQ response is also inclusive of inbound toll free calling, directory assistance, and advanced features:

- Switched and Dedicated Long distance Services both domestically and internationally including:
 - Interstate
 - Intrastate
 - IntraLATA
 - Toll Free
- Calling Cards
- Dedicated Voice T-1 Access
- This proposal is also inclusive of the RFQ Requirements including:
 - Project Management
 - On-Site Training
 - Electronic and Paper invoicing
 - Dedicated Account Team

The above services can be provided and installed on the following time parameters:

- Switched Services will be provided approximately 7-14 business days after the order of the services has been submitted and accepted by Method One Communications via meeting or conference call.
- Dedicated Services will be installed in approximately 30-45 business days after the order of the services has been submitted and accepted by Method One Communications via meeting or conference call.

Pricing Summary

The proposed pricing with TouchTone Communications is as follows:

PRICING FOR THE STATE OF WEST VIRGINIA

	CPM
*LONG DISTANCE	
	<i>Peak/Off Peak</i>
InterState Rates: - Outbound	\$0.0400 - 4 digit rounding
InterState Rates: - Inbound	\$0.0370 - 4 digit rounding
*LONG DISTANCE	
	<i>Peak/Off Peak</i>
IntraState/LATA Rates: - Outbound (WV)	\$0.0400 - 4 digit rounding
IntraState/LATA Rates: - Inbound (WV)	\$0.0370 - 4 digit rounding
CALLING CARDS	
	<i>Peak/Off Peak</i>
Outbound Flat Rated	\$0.0500 - 4 digit rounding

****Long distance Rates are the same for both dedicated and switched facilities per RFQ Requirements.***

INTERNATIONAL RATES

Attached as Addendum A

Dedicated Facilities (T-1):	\$0.00 per T-1 (inclusive in above pricing)
Directory Assistance:	\$0.85
Toll Free MRC:	\$0.00
Calling Card – Operator Assisted:	\$0.00 Fee (\$0.0500 cents per minute)
PICC CHARGE:	\$0.00 (No Charge)
USF:	\$0.00 (inclusive in above pricing)
Billing Increments:	
Domestic	18-6 Dedicated
	18-6 Switched
International	18-6
Mexico	18-6

*****Advanced features including Call Referral, Call Transfer, Informational Announcement, Area Code Routing, Area Code Selection, Area Code/Exchange Routing, Day of Week Routing, and Time of Day Routing will be provided to the State of West Virginia at no additional charge.***

Calls are billed in 4 decimals – see example below of additional savings.

Call Rounding – Switched & Dedicated Services

TouchTone Communications' customers with dedicated or switched services enjoy the benefits of 4-digit call rounding. Just look at the chart below to compare the savings! Call examples are based on a rate of \$.025 cents per minute. Individual calls are billed to the 4th decimal place and rounded to the nearest penny at the summary level.

CALL DETAIL SUMMARY

MIN	DESTINATION	CALLED	COST (4 Decimal)	vs	COST (2 Decimal)	% SAVINGS With 4 Decimal Rounding
0.2	Philadelphia, PA	724-999-1234	\$0.0050		\$0.01	50%
0.2	Charleston, WV	304-720-6460	\$0.0050		\$0.01	50%
1.1	Louisville, KY	502-376-4098	\$0.0275		\$0.03	8%
0.3	New Albany, IN	812-941-8015	\$0.0075		\$0.01	25%
0.1	Elizabeth, KY	270-300-5888	\$0.0275		\$0.01	75%
0.2	Santa Ynez, CA	805-123-4567	\$0.0050		\$0.01	50%
0.3	Dallas, TX	603-930-3600	\$0.0075		\$0.01	25%

2.4 Total Minutes

TOTAL:	\$0.0600	\$0.090	33%
ROUNDED TO:	0.06	0.09	
SUMMARY RATE PER MINUTE:	\$0.0250	\$0.038	33%

Regulatory Fees & Universal Service Fund

The State of West Virginia **will not** be charged any regulatory fees, PICC charges, Government Mandated Charges, or Universal Service Fund (USF) charges throughout the term of the 1-year contract and optional three renewals as described in the ***“Instructions to Vendors: Contract Term; Renewal; Extension.”*** TouchTone Communications understands that the State of West Virginia does not want to be assessed any additional or “hidden charges” and this has been taken in consideration and factored into the proposed pricing.

Although the State of West Virginia **will not** be charged a Universal Service Fund Fee, TouchTone Communications will contribute the current USF Fee of 0.238 or 23.8% on behalf of the State of West Virginia. The USF Fee is subject to be changed quarterly depending on the needs of Universal Service Programs. TouchTone Communications respectfully requests the State take this into consideration during the evaluation of telecommunications costs.

TouchTone Communications has waived these charges throughout the existing contract and renewals as the State's incumbent vendor and agrees to continue this practice for the upcoming term agreement. The State can confirm changes of the USF contribution factor for reference purposes at:

<https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>

General Requirements

As the incumbent vendor for current long distance services, TouchTone Communications adheres and complies with the Mandatory Contract Services Requirements and Deliverables as outlined in the RFQ. All of these requirements are in place and fulfilled today under the current TouchTone Communications and the State of West Virginia contract as defined in subsequent agreements LDPHONE08, ISCP0078, SWCLDPHONE15 and LDPHONE19.

Dedicated Facilities

Method One Communications and TouchTone Communications collectively and currently provide 24-Hour Proactive Network Monitoring of the State's dedicated long distance and Egress facilities as outlined in the RFQ. This proactive monitoring ensures the continuous integrity of the State's calls, as well as, monitor long distance traffic allowing for P.01 Grade of Service. TouchTone Communications will provide the State a quarterly analysis, traffic studies, and utilization reports as specified in the RFQ. The State of West Virginia will be provided dedicated T-1's via the egress points and additional facilities to support both dedicated and switched traffic at **no additional cost** to the State. In the event that the State needs to add an additional T-1 under the 1-year contract or optional renewals, there will be **no** associated one-time costs or monthly recurring costs associated with the additional T-1(s). Although this monthly recurring cost **will not** be charged to the State in any event, the T-1 rate is based on the end user's proximity to the nearest serving POP. TouchTone Communications through their established carrier relationships have serving local POPs in Beckley, Bluefield, Charleston, Clarksburg, Huntington, Martinsburg, Parkersburg, and Wheeling. Detailed POP information including CLLI Codes and addresses are available on request by e-mail at stateofwv@method1.net or sales@touchtone.net.

In addition to maintaining existing traditional TDM circuits, TouchTone Communications will proactively design and replace existing TDM circuits with digital circuits. Industry wide, carriers are in process of decommissioning TDM and copper facilities. TouchTone understands the importance of avoiding unwanted outages. As a result, TouchTone will proactively work with the Office of Technology to identify, design, and replace TDM circuits that we deem are at risk of being decommissioned.

Additional Services and Incentives

- **Customized Invoicing:** TouchTone Communications, in conjunction with the West Virginia Office of Technology, designed and customized the current invoice and electronic billing for the State of West Virginia and Office of Technology. The invoice was designed, customized, and includes a message window to communicate WVOT information and updates with State agencies. The invoice was also customized by billing groups (sub-accounts) as defined by the State for the simplicity of administrative distribution among State agencies. **(Addendum B)**
- **Customized Calling Cards:** TouchTone Communications' Calling Card was designed in conjunction with the West Virginia Office of Technology and the West Virginia Secretary of State. The current calling card platform has been customized to include the State of West Virginia Seal, as well as, incorporate the "blue and gold" color scheme. Method One Communications will continue to distribute the customized calling cards upon successful award of the bid at no additional charge for customization and card printing. **(Addendum C)**
- **IP-Based Toll Free Services:** TouchTone Communications' toll free platform supports both a traditional PSTN end point as well as an IP address, SIP trunk, or IP based voice network end point. The Toll Free inbound rate per minute proposed within this RFQ response will be offered by TouchTone Communications to the State of West Virginia whether the call terminates to a traditional PSTN endpoint or IP based platform.
- **Software Terms / Conditions/ or Licenses:** TouchTone Communications **does not** require terms, conditions or licenses to utilize the on-line portal, billing software, and receipt of Call Detail Record (CDR) discs. These services are at no additional charge to the State of West Virginia.
- **Early Incentive Credit:** In the event an invoice is paid within 30 days of confirmed receipt by the State of West Virginia, a 1.5% credit will be issued on the following billable invoice.

Example: An invoice is generated in the amount of **\$100,000.00**. An additional "early payment" incentive would be posted in the amount of **\$1,500.00** on the following invoice in the event payment was received within 30 business days of confirmed receipt of the invoice by the WVOT.

TouchTone Communications is in full compliance and agreement with the payment process as outlined in **Section 5.2** of the RFQ. However, the aforementioned incentive will be put into place with the State of West Virginia and will continue upon successful award of the bid throughout the 1-Year Term optional renewals.

Vendor Information

Method One Communications, LLC (Authorized Distributor)

Founded in June 2003, Method One Communications, LLC is a Charleston, West Virginia-based company. Method One Communications is a full-service telecommunications company that offers a full array of telecommunications products and services. We are a multi-faceted communications company that is on the leading edge of technology. Our service portfolio includes Switched and Dedicated voice products, complete Data Line Circuits, Video on Demand, Internet Access and competitive Local Access pricing.

Our status as one of the industry's leading distributors and channel partners allows us to create product packages with the best prices and services from the nation's foremost carriers. Method One Communications provides a single source solution for the following telecommunications products:

- Complete network services including MPLS, private lines and SD-WAN.
- Switched and Dedicated phone services, including 1-plus and toll free outbound and inbound calling.
- Nationwide Internet Access and Web Hosting and development services.
- Customized Calling Cards.
- Wireless personal communications.
- Debit Cards (Pre-paid phone cards).
- VoIP, SIP Trunks and Hosted PBX systems.
- Billing software for customized billing reports.
- Multimedia conference services such as Conference Calling and Video Conferencing.

Method One Communications offers an organization a unique "buyers advantage". Our entrepreneurial spirit has redefined the communications industry. Because of our strategic partnerships, we have been able to offer the State of West Virginia choices and customization of products that no other company can match. Turn key solutions that embrace the evolution of technology to gain a competitive advantage. The benefits to our clients are:

1. Pre-sale consulting with a large inventory of potential alternatives and solutions
2. Multi-network options (redundancy capabilities)
3. Well-developed strategic partnerships/alliances with the most respected names in the industry
4. Dual level engineering support (network and hardware)
5. Post sales support, project implementation and management, platinum level customer service
6. Simplicity and customization of billing

Our core competency is the ability to bundle a variety of network and hardware options into a seamless solution. By working to understand where you are today and where you are headed tomorrow, we have strived to go beyond the traditional lines of a telecommunications provider and work towards a solution that encompasses your entire enterprise system.

TouchTone Communications

TouchTone Communications is a full-service provider of communication services with over 40,000 customers nationwide. The company was established in 1993 with one goal in mind, to offer the highest quality service at the most competitive prices, while maintaining the highest possible level of customer service. Since TouchTone's inception the company has focused on growing their product base without ever losing sight of the original goal. TouchTone Communications has an FCC 214 license to operate as a facilities-based international provider and is licensed to provide service originating from all 50 continental United States. TouchTone's switching facilities are located in Newark, New Jersey with major Points of Presence (POPs) in California, Texas and Colorado. The company maintains long-standing relationships with service providers around the world, including Tier 1 and emerging carriers.

TouchTone offers a full range of voice, data/internet and VoIP solutions serving residential business, government, and wholesale customers across the country and internationally. With TouchTone's Network Operations Center (NOC), provisioning, and customer service departments and local distributors, customers can depend on both superior service and support.

References

References include West Virginia County Governments, West Virginia County School Systems, Hospitals, and Fortune 1000 companies that are either headquartered or have an established presence within the State of West Virginia.

Additional references are available upon fax request by e-mail at sales@method1.net.

Implementation and Support

The TouchTone Communications' Operations Department is fully equipped with personnel who are trained to provision both switched and dedicated accounts. This department was recently restructured in 2013 to provide vertical support for all services within each area of the State of West Virginia. Personnel are separated into geographic regions to provide specific functions of service to enhance the level of support for our customers. For example, each region has specialists in the areas of Major Accounts/Dedicated Repair, Technical Services, Error Processing, and Switched Accounts/Repair.

The Method One Communications Executive Customer Care Team provides superior direct customer care to all customers. In an increasingly complex and often confusing industry, we work to ensure that our customers receive quality long distance services, accurate billing, and access to business professionals who understand the many changes and opportunities in the industry. Our goal is to take on your issues as our own and manage them to your satisfaction. In the current telecommunications environment of carrier mergers and consolidations, our Service Operations Department strives to build a personalized business relationship with our customers. The more we understand our customer's needs and requirements, the better we can provide answers and products that not only meet but exceed customer expectations.

Installation Contacts and Escalation List

Below you will find the Installation Contact and Escalation List that will be used for implementation of the project management plan. It includes the implementation team with titles and functional roles.

TECHNICAL SERVICES ESCALATION LEVEL	CONTACT	PHONE INFORMATION
Level 1	<u>Peggy Johnson</u> Technical Services Specialist Project Manager (Transition) pjohnson@method1.net	Phone: 304-720-6460 x101 Cellular: 304-395-8325 Fax: 304-720-6461
Level 1A (if level 1 unavailable)	<u>Kent C. McMillion</u> President & Owner Contract Project Manager kmcmillion@method1.net	Phone: 304-720-6460 x102 Cellular: 304-577-5477 Fax: 304-720-6461
Level 2	<u>Business Support</u> WVOT Dedicated Support stateofwv@method1.net	Phone: 800-900-5474 Emergency Support: 866-727-3323
Level 3	<u>S. Argyle McMillion</u> Chief Operating Officer argyle@method1.net	Phone: 304-720-6460 x103 Cellular: 304-421-1501 Fax: 304-720-6461

Method One Communications will provide additional local resources in addition to the mandatory requirements described in the Project and Contract Management requirements of the RFQ. These additional resources include a daily on-site Project Manager, as well as, continued daily and "on-call" support from the Project Manager beyond the transition period. Furthermore, daily, weekly, and monthly reports will be provided to the State at no additional cost. Beyond the scope of the RFQ, a local account team will make themselves available to the State for on-site visits, vendor meetings, and any additional support that is deemed necessary by the State of West Virginia.

Upon successful award of the bid, Method One Communications in conjunction with TouchTone Communications will begin the following implementation/conversion process as mutually agreed upon by the WVOT and the aforementioned parties as needed. Although all of the switched, dedicated, calling cards, and Egress facilities are in place with TouchTone Communications as the incumbent long distance vendor; the following implementation / conversion schedule will be in place if any additional services are needed and agreed upon by the State of West Virginia and TouchTone Communications:

Pre-Start Date

Identify State's Locations and Network Services: Method One Communications will require the following level of detail for the State's facilities:

- Agency locations including address.
- An inventory of ANIs (working telephone numbers), Toll Free Numbers, Toll Free Features, and Calling Cards associated with each location.
- An inventory of existing dedicated facilities (T-1's) associated with each location.
- Signaling and feature arrangements associated with each location related to equipment.

Start Date

1. **Project Manager reviews Network Services:** Method One Communications' Project Manager will verify accounts and sub-accounts, Toll Free Numbers, Features, and Dedicated facilities (2-days).
2. **Project Manager submits order to TouchTone Communications:** Acceptance of the orders will be summarized to the WVOT by post summary e-mail (72 hours).
3. **Daily Plan Updates:** Project Manager in conjunction with TouchTone Communications will provide daily information regarding activation status of all switched ANIs, Toll Free Numbers, and Dedicated Services on all accounts and sub-accounts. These daily updates will include 1st call dates, deactivation / activation of service and status codes from the local exchange provider.
4. **Daily Work Flow:** Project Manager works with Local Exchange Carriers on PICC issues, ASR's, FOC Dates, Testing, Perform Pre-service Testing and Schedule / Conduct Cut-overs for dedicated facilities.
5. **Establish Billing Hierarchy**
6. **Initiate Billing**

Standard Timeline

- Calling Cards: 14 business days
- Switched Outbound Long distance Services: 7-14 business days
- Switched Inbound Long distance Services: 7-14 business days
- Dedicated Facilities: 30-45 business days
- Dedicated Inbound Long distance Services: Available upon completion of individual Dedicated Facilities.

Trouble Report and Resolution Services

Method One Communications Trouble Reporting and Customer Care Escalation Referral List

- To open a Trouble Ticket (24 hours a day, 7 days a week, 365 days a year), please call our Customer Care Support Group at **304-720-6460** or **888-720-6460** or use the following e-mail addresses that correspond to the inquiry:
 - stateofwv@method1.net or statewv@method-one.net
 - customercare@method1.net

Please have the following information ready for your Customer Support Specialist when you call in a trouble report:

- Billing Telephone Number, Agency Number, or Billing Group ID.
 - Circuit ID, Number you are trying to call from, toll free number, or calling card number.
 - For voice services, a sample within the last (12) hours of a call you have tried to make.
 - The number you attempted to call.
 - The approximate time of the call.
 - The result of the call (Please write down any intercept message you might have heard when you attempted to make the call, including any trailer tag line information at the end of the message).
 - Contact Name and Contact Number
- Method One Communications will provide you with a System Trouble Ticket number to be used in reference to follow-up, through conclusion, for the open service issue.
 - By providing the information requested above we will be able to process and investigate your request more expeditiously and completely.
 - Method One Communications will then work with the State to provide a proactive response/update time frame through to the conclusion of the service issue
 - Method One Communications will internally escalate to TouchTone Communications' Management and Sr. Management based on the hours and severity of the open service issue
 - Standard Response/Escalation Timeframes are as follows:

Service Impact Escalation	Criteria <i>*For Switched and Dedicated long distance services</i> <i>*Calling Card Services</i>	SLA Guideline
Minor	Affects less than 25% of incoming/outgoing service	<ul style="list-style-type: none"> • 1 Hour Response • 4 Hour Repair
Major	Affects more than 25% but less than 75% of incoming/outgoing service	<ul style="list-style-type: none"> • 1 Hour Response • 4 Hour Repair/Escalation
Severe	Affects more than 75% of incoming/outgoing service	<ul style="list-style-type: none"> • 30 Minute Response • 2 Hour Repair/Escalation

Severe Outage Service Escalation Levels

Level	Escalation	Contact	Phone Numbers
Level 1	0-2 Hours	Peggy Johnson Technical Services Specialist SPOC	Phone: 304-720-6460 ext. 101 888-720-6460 ext. 101 (24x7) Fax: 304-720-6461 E-mail: pjohnson@method1.net
Level 2	2 Hours	Kent McMillion Contract Project Manager	Phone: 304-720-6460 ext. 102 888-720-6460 ext. 105 (24x7) Fax: 304-720-6461 E-mail: kmcmillion@method1.net
Level 2	2 Hours	Carey Fancher Dedicated Service Manager	Phone: 9737182414 E-mail: cfancher@touchtone.net
Level 3	4 Hours	WVOT Dedicated Support	Phone: 800-900-5474 E-mail: stateofwv@method1.net
Level 3	4 Hours	Helena Pereira Manager, Business Support	Phone: 800-900-5474 ext. 4222 E-mail: hpereira@touchtone.net
Level 4	6 Hours	Neil Morazan Director, Business Support	Phone: 866-269-8001 E-mail: touchtone@touchtone.net
Level 5	8 Hours	Dillion Kim Director of Operations	Phone: 973-739-9300 ext. 4201 E-mail: dkim@touchtone.net

Addendum A:

**International Long Distance &
International Calling Card Rates**

International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
93	Afghanistan **	\$0.690	\$0.790
355	Albania	\$0.210	\$0.310
213	Algeria	\$0.230	\$0.330
684	American Samoa **	\$0.200	\$0.300
376	Andorra	\$0.110	\$0.210
376(x)	Andorra - Mobile	\$0.300	\$0.400
244	Angola **	\$0.260	\$0.360
264*	Anguilla	\$0.290	\$0.390
672	Antarctica **	\$0.830	\$0.930
268	Antigua	\$0.310	\$0.410
54	Argentina	\$0.049	\$0.165
54(x)	Argentina - Mobile	\$0.250	\$0.350
374	Armenia	\$0.190	\$0.290
297	Aruba	\$0.220	\$0.300
247	Ascension Island **	\$0.690	\$0.790
61	Australia	\$0.049	\$0.120
61(x)	Australia - Mobile	\$0.300	\$0.400
43	Austria	\$0.049	\$0.159
43(x)	Austria - Mobile	\$0.330	\$0.430
994	Azerbaijan Rep.	\$0.190	\$0.360
992	Azores	\$0.240	\$0.340
242*	Bahamas	\$0.150	\$0.250
973	Bahrain **	\$0.390	\$0.490
880	Bangladesh **	\$0.270	\$0.370
246*	Barbados	\$0.220	\$0.380
375	Belarus	\$0.249	\$0.350
375(x)	Belarus - Mobile	\$0.340	\$0.440
32	Belgium	\$0.070	\$0.150
32(x)	Belgium - Mobile	\$0.320	\$0.420
501	Belize	\$0.390	\$0.450
229	Benin **	\$0.230	\$0.330
441*	Bermuda	\$0.150	\$0.250
975	Bhutan **	\$0.280	\$0.380
591	Bolivia	\$0.250	\$0.350
387	Bosnia-Herzegovina	\$0.260	\$0.360
267	Botswana **	\$0.190	\$0.290
55	Brazil	\$0.049	\$0.199
55(x)	Brazil - Mobile	\$0.250	\$0.350
284*	British Virgin Islands	\$0.200	\$0.300

Unless otherwise stated, prices reflect calls made to landlines. For all countries marked with an asterisk (*), you must dial 1 + country code + number. For all others, dial 011 + country code + city code + number. For all countries marked with 2 asterisks (**), you must notify us if you need calling access to these countries.

International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
673	Brunei **	\$0.130	\$0.230
359	Bulgaria	\$0.160	\$0.260
359(x)	Bulgaria - Mobile	\$0.750	\$0.750
226	Burkina Faso **	\$0.270	\$0.370
257	Burundi **	\$0.230	\$0.330
855	Cambodia **	\$0.540	\$0.640
237	Cameroon **	\$0.470	\$0.570
403	Canada - Alberta	\$0.039	\$0.090
604	Canada - British Columbia	\$0.039	\$0.090
204	Canada - Manitoba	\$0.039	\$0.090
506	Canada - New Brunswick	\$0.039	\$0.090
709	Canada - Newfoundland	\$0.039	\$0.090
902	Canada - Nova Scotia	\$0.039	\$0.090
205	Canada - Ontario	\$0.039	\$0.090
416	Canada - Ontario	\$0.039	\$0.090
519	Canada - Ontario	\$0.039	\$0.090
613	Canada - Ontario	\$0.039	\$0.090
807	Canada - Ontario	\$0.039	\$0.090
905	Canada - Ontario	\$0.039	\$0.090
418	Canada - Quebec	\$0.039	\$0.090
450	Canada - Quebec	\$0.039	\$0.090
514/819	Canada - Quebec	\$0.039	\$0.090
306	Canada - Saskatchewan	\$0.039	\$0.090
238	Cape Verde Islands **	\$0.450	\$0.550
345*	Cayman Islands	\$0.160	\$0.290
236	Central African Rep. **	\$0.260	\$0.360
235	Chad Republic **	\$0.530	\$0.630
56	Chile	\$0.070	\$0.170
56(x)	Chile - Mobile	\$0.270	\$0.370
86	China	\$0.049	\$0.155
57	Colombia	\$0.150	\$0.250
269	Comoros	\$0.990	\$0.990
242	Congo **	\$0.270	\$0.370
682	Cook Islands **	\$1.150	\$1.250
506	Costa Rica	\$0.100	\$0.200
385	Croatia	\$0.150	\$0.250
53	Cuba **	\$1.100	\$1.200
357	Cyprus	\$0.120	\$0.220
420	Czech Republic	\$0.090	\$0.190
420(x)	Czech Republic - Mobile	\$0.300	\$0.400

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
45	Denmark	\$0.070	\$0.150
45(x)	Denmark - Mobile	\$0.310	\$0.410
246	Diego Garcia **	\$0.960	\$1.060
253	Djibouti **	\$0.490	\$0.590
767*	Dominica	\$0.290	\$0.390
809*	Dominican Republic	\$0.079	\$0.229
593	Ecuador	\$0.149	\$0.309
20	Egypt	\$0.199	\$0.309
503	El Salvador	\$0.200	\$0.300
240	Equi Guinea **	\$0.480	\$0.580
291	Eritrea **	\$0.550	\$0.650
372	Estonia	\$0.090	\$0.390
372(x)	Estonia - Mobile	\$0.250	\$0.450
251	Ethiopia **	\$0.580	\$0.680
298	Faeroe Islands **	\$0.240	\$0.340
500	Falkland Islands **	\$0.890	\$0.990
679	Fiji Islands	\$0.450	\$0.550
358	Finland	\$0.090	\$0.190
358(x)	Finland - Mobile	\$0.300	\$0.400
33	France	\$0.049	\$0.120
33(x)	France - Mobile	\$0.300	\$0.400
596	French Ant.-Martinique	\$0.230	\$0.330
596(x)	French Ant.-Martinique - Mobile	\$0.300	\$0.400
594	French Guiana	\$0.250	\$0.350
594(x)	French Guiana - Mobile	\$0.300	\$0.400
689	French Polynesia	\$0.390	\$0.490
241	Gabon **	\$0.290	\$0.390
220	Gambia **	\$0.350	\$0.450
995	Georgia	\$0.140	\$0.240
995(x)	Georgia - Mobile	\$0.250	\$0.350
49	Germany	\$0.049	\$0.100
49(x)	Germany - Mobile	\$0.340	\$0.400
233	Ghana **	\$0.210	\$0.310
350	Gibraltar **	\$0.100	\$0.200
30	Greece	\$0.090	\$0.190
30210	Greece - Athens	\$0.070	\$0.170
30(x)	Greece - Mobile	\$0.270	\$0.350
299	Greenland	\$0.690	\$0.690
473*	Grenada	\$0.310	\$0.410
590	Guadeloupe	\$0.200	\$0.290

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
590(x)	Guadeloupe - Mobile	\$0.340	\$0.440
671	Guam	\$0.290	\$0.290
539	Guantanamo Bay	\$0.400	\$0.500
502	Guatemala	\$0.220	\$0.290
224	Guinea **	\$0.250	\$0.350
592	Guyana **	\$0.450	\$0.550
509	Haiti **	\$0.250	\$0.350
504	Honduras	\$0.440	\$0.440
852	Hong Kong	\$0.070	\$0.170
36	Hungary	\$0.049	\$0.180
36(x)	Hungary - Mobile	\$0.310	\$0.400
354	Iceland	\$0.100	\$0.200
354(x)	Iceland - Mobile	\$0.330	\$0.430
91	India	\$0.150	\$0.290
9122	India - Bombay	\$0.150	\$0.290
91(x)	India - Mobile	\$0.290	\$0.390
9111	India - New Delhi	\$0.150	\$0.290
62	Indonesia	\$0.190	\$0.290
874	Inmarisat - W. Atlantic	\$10.000	\$10.000
873	Inmarisat - Indian Ocean	\$10.000	\$10.000
872	Inmarisat - Pacific Ocean	\$10.000	\$10.000
871	Inmarisat- Atlantic	\$10.000	\$10.000
98	Iran	\$0.200	\$0.300
964	Iraq **	\$0.530	\$0.630
353	Ireland	\$0.049	\$0.160
353(x)	Ireland - Mobile	\$0.300	\$0.400
972	Israel	\$0.049	\$0.170
972(x)	Israel - Mobile	\$0.160	\$0.250
39	Italy	\$0.049	\$0.150
39(x)	Italy - Mobile	\$0.330	\$0.400
225	Ivory Coast **	\$0.350	\$0.450
876*	Jamaica **	\$0.150	\$0.320
81	Japan	\$0.049	\$0.170
81(x)	Japan - Mobile	\$0.250	\$0.350
962	Jordan	\$0.290	\$0.390
310-7318, 7320-73	Kazakhstan	\$0.199	\$0.350
254	Kenya **	\$0.380	\$0.480
686	Kiribati **	\$1.100	\$1.200
850	Korea, North **	\$0.780	\$0.880
82	Korea, South	\$0.070	\$0.170

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
965	Kuwait	\$0.190	\$0.290
996	Kyrgyzstan	\$0.210	\$0.310
856	Laos **	\$0.290	\$0.390
371	Latvia	\$0.320	\$0.390
961	Lebanon	\$0.220	\$0.320
266	Lesotho **	\$0.190	\$0.290
231	Liberia **	\$0.310	\$0.410
218	Libya **	\$0.230	\$0.330
423	Liechtenstein	\$0.120	\$0.220
423(x)	Liechtenstein - Mobile	\$0.250	\$0.350
370	Lithuania	\$0.190	\$0.290
370(x)	Lithuania - Mobile	\$0.300	\$0.400
352	Luxembourg	\$0.090	\$0.190
352(x)	Luxembourg - Mobile	\$0.300	\$0.400
853	Macau**	\$0.100	\$0.190
389	Macedonia	\$0.350	\$0.390
261	Madagascar **	\$0.440	\$0.540
265	Malawi	\$0.130	\$0.230
60	Malaysia	\$0.090	\$0.190
960	Maldives	\$0.520	\$0.620
223	Mali Republic **	\$0.390	\$0.490
356	Malta	\$0.220	\$0.320
692	Marshall Islands **	\$0.590	\$0.690
222	Mauritania **	\$0.450	\$0.550
230	Mauritius **	\$0.360	\$0.460
52	Mexico	\$0.099	\$0.230
52	Mexico - Guadalajara	\$0.060	\$0.200
52	Mexico - Mexico City & Monterrey	\$0.060	\$0.200
52(x)	Mexico - Mobile	\$0.300	\$0.300
691	Micronesia **	\$0.610	\$0.710
373	Moldova	\$0.200	\$0.300
373(x)	Moldova - Mobile	\$0.250	\$0.350
377	Monaco	\$0.110	\$0.220
377(x)	Monaco - Mobile	\$0.300	\$0.400
976	Mongolia	\$0.220	\$0.320
664*	Montserrat	\$0.390	\$0.490
212	Morocco	\$0.350	\$0.450
258	Mozambique **	\$0.240	\$0.340
95	Myanmar-Burma **	\$0.690	\$0.790
264	Namibia **	\$0.250	\$0.350

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
674	Nauru **	\$1.050	\$1.150
977	Nepal **	\$0.610	\$0.710
31	Netherlands	\$0.070	\$0.170
31(x)	Netherlands - Mobile	\$0.370	\$0.450
599	Netherlands Antilles	\$0.290	\$0.390
869*	Nevis	\$0.290	\$0.390
687	New Caledonia **	\$0.530	\$0.630
64	New Zealand	\$0.070	\$0.080
64(x)	New Zealand - Mobile	\$0.360	\$0.450
505	Nicaragua	\$0.320	\$0.420
227	Niger **	\$0.300	\$0.400
234	Nigeria **	\$0.270	\$0.370
683	Niue Island **	\$1.200	\$1.300
47	Norway	\$0.070	\$0.170
47(x)	Norway - Mobile	\$0.300	\$0.400
968	Oman **	\$0.390	\$0.490
92	Pakistan **	\$0.410	\$0.510
680	Palau **	\$0.640	\$0.740
507	Panama	\$0.190	\$0.290
675	Papua New Guinea **	\$0.490	\$0.590
595	Paraguay	\$0.290	\$0.390
51	Peru	\$0.150	\$0.250
51(x)	Peru - Mobile	\$0.350	\$0.450
63	Philippines	\$0.240	\$0.340
63(x)	Philippines - Mobile	\$0.300	\$0.400
48	Poland	\$0.049	\$0.160
22	Poland - Warsaw	\$0.049	\$0.160
48(x)	Poland - Mobile	\$0.330	\$0.400
351	Portugal	\$0.049	\$0.180
351(x)	Portugal - Mobile	\$0.370	\$0.450
262	Reunion Island	\$0.290	\$0.390
40	Romania	\$0.130	\$0.300
40(x)	Romania - Mobile	\$0.360	\$0.450
7	Russia	\$0.049	\$0.190
7(x)	Russia - Mobile	\$0.079	\$0.190
7095	Russia - Moscow	\$0.049	\$0.170
7812	Russia - St. Petersburg	\$0.049	\$0.170
250	Rwanda **	\$0.290	\$0.390
378	San Marino	\$0.090	\$0.190
239	Sao Tome **	\$1.490	\$1.590
966	Saudi Arabia **	\$0.390	\$0.490

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
221	Senegal Republic **	\$0.370	\$0.470
381	Serbia / Yugoslavia	\$0.250	\$0.350
248	Seychelles Island **	\$0.360	\$0.460
232	Sierra Leone **	\$0.450	\$0.550
65	Singapore	\$0.060	\$0.160
421	Slovakia	\$0.140	\$0.240
421(x)	Slovakia - Mobile	\$0.320	\$0.400
386	Slovenia	\$0.130	\$0.230
386(x)	Slovenia - Mobile	\$0.330	\$0.400
677	Solomon Island **	\$1.150	\$1.250
252	Somalia **	\$1.100	\$1.200
27	South Africa	\$0.150	\$0.250
27(x)	South Africa - Mobile	\$0.300	\$0.400
34	Spain	\$0.049	\$0.150
34(x)	Spain - Mobile	\$0.330	\$0.400
94	Sri Lanka **	\$0.310	\$0.410
290	St. Helena **	\$0.890	\$0.990
869*	St. Kitts	\$0.390	\$0.490
758*	St. Lucia	\$0.290	\$0.490
508	St. Pierre/Miquelon	\$0.350	\$0.450
784*	St. Vincent	\$0.320	\$0.320
249	Sudan **	\$0.390	\$0.490
597	Suriname **	\$0.430	\$0.530
268	Swaziland **	\$0.210	\$0.310
46	Sweden	\$0.049	\$0.110
46(x)	Sweden - Mobile	\$0.320	\$0.400
41	Switzerland	\$0.049	\$0.100
41(x)	Switzerland - Mobile	\$0.370	\$0.400
963	Syria **	\$0.560	\$0.660
886	Taiwan	\$0.070	\$0.170
886(x)	Taiwan - Mobile	\$0.150	\$0.250
992	Tajikstan	\$0.290	\$0.390
255	Tanzania **	\$0.470	\$0.570
66	Thailand	\$0.190	\$0.290
228	Togo **	\$0.340	\$0.440
690	Tokelan **	\$0.990	\$1.090
676	Tonga **	\$0.660	\$0.760
868*	Trinidad/Tobago	\$0.180	\$0.320
216	Tunisia	\$0.180	\$0.490
90	Turkey	\$0.099	\$0.310

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International Voice Rates

Country Code	Country	Standard (rate per min.)	Calling Card / CC1 (rate per min.)
90212, 90216	Turkey - Istanbul	\$0.099	\$0.260
90(x)	Turkey - Mobile	\$0.300	\$0.400
993	Turkmenistan	\$0.290	\$0.390
649*	Turks/Caicos	\$0.280	\$0.380
256	Uganda **	\$0.220	\$0.320
380	Ukraine	\$0.099	\$0.250
971	United Arab Emirates **	\$0.400	\$0.500
44	United Kingdom	\$0.049	\$0.090
44(x)	United Kingdom - Mobile	\$0.300	\$0.400
598	Uruguay	\$0.260	\$0.360
998	Uzbekistan	\$0.230	\$0.330
678	Vanuatu **	\$0.990	\$1.090
39669	Vatican City	\$0.070	\$0.150
58	Venezuela	\$0.049	\$0.190
582	Venezuela - Caracas	\$0.049	\$0.190
84	Vietnam **	\$0.510	\$0.610
681	Wallis/Futuna **	\$1.050	\$1.150
967	Yemen **	\$0.310	\$0.410
243	Zaire **	\$0.430	\$0.530
260	Zambia **	\$0.190	\$0.290
263	Zimbabwe **	\$0.170	\$0.270
263(x)	Zimbabwe-Mobile**	\$0.220	\$0.320
Calling to U.S. Territories			
907	Alaska	\$0.150	\$0.150
808	Hawaii	\$0.079	\$0.150
939	Puerto Rico	\$0.090	\$0.090
340	U.S.V.I.	\$0.090	\$0.150
Toll Free Service to U.S.			
907	Alaska	\$0.150	\$0.150
808	Hawaii	\$0.079	\$0.150
939	Puerto Rico	\$0.150	\$0.150
340	U.S.V.I.	\$0.150	\$0.150
All areas	Canada	\$0.150	\$0.150

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Calling Card International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
93	Afghanistan **	\$0.790
355	Albania	\$0.310
213	Algeria	\$0.330
684	American Samoa **	\$0.300
376	Andorra	\$0.210
376(x)	Andorra - Mobile	\$0.400
244	Angola **	\$0.360
264*	Anguilla	\$0.390
672	Antarctica **	\$0.930
268	Antigua	\$0.410
54	Argentina	\$0.165
54(x)	Argentina - Mobile	\$0.350
374	Armenia	\$0.290
297	Aruba	\$0.300
247	Ascension Island **	\$0.790
61	Australia	\$0.120
61(x)	Australia - Mobile	\$0.400
43	Austria	\$0.159
43(x)	Austria - Mobile	\$0.430
994	Azerbaijan Rep.	\$0.360
992	Azores	\$0.340
242*	Bahamas	\$0.250
973	Bahrain **	\$0.490
880	Bangladesh **	\$0.370
246*	Barbados	\$0.380
375	Belarus	\$0.350
375(x)	Belarus - Mobile	\$0.440
32	Belgium	\$0.150
32(x)	Belgium - Mobile	\$0.420
501	Belize	\$0.450
229	Benin **	\$0.330
441*	Bermuda	\$0.250
975	Bhutan **	\$0.380
591	Bolivia	\$0.350

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International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
387	Bosnia-Herzegovina	\$0.360
267	Botswana **	\$0.290
55	Brazil	\$0.199
55(x)	Brazil - Mobile	\$0.350
284*	British Virgin Islands	\$0.300
673	Brunei **	\$0.230
359	Bulgaria	\$0.260
359(x)	Bulgaria - Mobile	\$0.750
226	Burkina Faso **	\$0.370
257	Burundi **	\$0.330
855	Cambodia **	\$0.640
237	Cameroon **	\$0.570
403	Canada - Alberta	\$0.090
604	Canada - British Columbia	\$0.090
204	Canada - Manitoba	\$0.090
506	Canada - New Brunswick	\$0.090
709	Canada - Newfoundland	\$0.090
902	Canada - Nova Scotia	\$0.090
205	Canada - Ontario	\$0.090
416	Canada - Ontario	\$0.090
519	Canada - Ontario	\$0.090
613	Canada - Ontario	\$0.090
807	Canada - Ontario	\$0.090
905	Canada - Ontario	\$0.090
418	Canada - Quebec	\$0.090
450	Canada - Quebec	\$0.090
514/819	Canada - Quebec	\$0.090
306	Canada - Saskatchewan	\$0.090
238	Cape Verde Islands **	\$0.550
345*	Cayman Islands	\$0.290
236	Central African Rep. **	\$0.360
235	Chad Republic **	\$0.630
56	Chile	\$0.170
56(x)	Chile - Mobile	\$0.370
86	China	\$0.155
57	Colombia	\$0.250
269	Comoros	\$0.990

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International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
242	Congo **	\$0.370
682	Cook Islands **	\$1.250
506	Costa Rica	\$0.200
385	Croatia	\$0.250
53	Cuba **	\$1.200
357	Cyprus	\$0.220
420	Czech Republic	\$0.190
420(x)	Czech Republic - Mobile	\$0.400
45	Denmark	\$0.150
45(x)	Denmark - Mobile	\$0.410
246	Diego Garcia **	\$1.060
253	Djibouti **	\$0.590
767*	Dominica	\$0.390
809*	Dominican Republic	\$0.229
593	Ecuador	\$0.309
20	Egypt	\$0.309
503	El Salvador	\$0.300
240	Equi Guinea **	\$0.580
291	Eritrea **	\$0.650
372	Estonia	\$0.390
372(x)	Estonia - Mobile	\$0.450
251	Ethiopia **	\$0.680
298	Faeroe Islands **	\$0.340
500	Falkland Islands **	\$0.990
679	Fiji Islands	\$0.550
358	Finland	\$0.190
358(x)	Finland - Mobile	\$0.400
33	France	\$0.120
33(x)	France - Mobile	\$0.400
596	French Ant.-Martinique	\$0.330
596(x)	French Ant.-Martinique - Mobile	\$0.400
594	French Guiana	\$0.350
594(x)	French Guiana - Mobile	\$0.400
689	French Polynesia	\$0.490
241	Gabon **	\$0.390
220	Gambia **	\$0.450
995	Georgia	\$0.240
995(x)	Georgia - Mobile	\$0.350

Unless otherwise stated, prices reflect calls made to landlines. For all countries marked with an asterisk (*), you must dial 1 + country code + number. For all others, dial 011 + country code + city code + number. For all countries marked with 2 asterisks (**), you must notify us if you need calling access to these countries.

International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
49	Germany	\$0.100
49(x)	Germany - Mobile	\$0.400
233	Ghana **	\$0.310
350	Gibraltar **	\$0.200
30	Greece	\$0.190
30210	Greece - Athens	\$0.170
30(x)	Greece - Mobile	\$0.350
299	Greenland	\$0.690
473*	Grenada	\$0.410
590	Guadeloupe	\$0.290
590(x)	Guadeloupe - Mobile	\$0.440
671	Guam	\$0.290
539	Guantanamo Bay	\$0.500
502	Guatemala	\$0.290
224	Guinea **	\$0.350
592	Guyana **	\$0.550
509	Haiti **	\$0.350
504	Honduras	\$0.440
852	Hong Kong	\$0.170
36	Hungary	\$0.180
36(x)	Hungary - Mobile	\$0.400
354	Iceland	\$0.200
354(x)	Iceland - Mobile	\$0.430
91	India	\$0.290
9122	India - Bombay	\$0.290
91(x)	India - Mobile	\$0.390
9111	India - New Delhi	\$0.290
62	Indonesia	\$0.290
874	Inmarisat - W. Atlantic	\$10.000
873	Inmarisat - Indian Ocean	\$10.000
872	Inmarisat - Pacific Ocean	\$10.000
871	Inmarisat- Atlantic	\$10.000
98	Iran	\$0.300
964	Iraq **	\$0.630
353	Ireland	\$0.160
353(x)	Ireland - Mobile	\$0.400
972	Israel	\$0.170

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International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
972(x)	Israel - Mobile	\$0.250
39	Italy	\$0.150
39(x)	Italy - Mobile	\$0.400
225	Ivory Coast **	\$0.450
876*	Jamaica **	\$0.320
81	Japan	\$0.170
81(x)	Japan - Mobile	\$0.350
962	Jordan	\$0.390
7310-7318, 7320-7330	Kazakhstan	\$0.350
254	Kenya **	\$0.480
686	Kiribati **	\$1.200
850	Korea, North **	\$0.880
82	Korea, South	\$0.170
965	Kuwait	\$0.290
996	Kyrgyzstan	\$0.310
856	Laos **	\$0.390
371	Latvia	\$0.390
961	Lebanon	\$0.320
266	Lesotho **	\$0.290
231	Liberia **	\$0.410
218	Libya **	\$0.330
423	Liechtenstein	\$0.220
423(x)	Liechtenstein - Mobile	\$0.350
370	Lithuania	\$0.290
370(x)	Lithuania - Mobile	\$0.400
352	Luxembourg	\$0.190
352(x)	Luxembourg - Mobile	\$0.400
853	Macau**	\$0.190
389	Macedonia	\$0.390
261	Madagascar **	\$0.540
265	Malawi	\$0.230
60	Malaysia	\$0.190
960	Maldives	\$0.620
223	Mali Republic **	\$0.490
356	Malta	\$0.320
692	Marshall Islands **	\$0.690
222	Mauritania **	\$0.550

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Country Code	Country	Calling Card / CC1 (rate per min.)
230	Mauritius **	\$0.460
52	Mexico	\$0.230
52	Mexico - Guadalajara	\$0.200
52	Mexico - Mexico City & Monterrey	\$0.200
52(x)	Mexico - Mobile	\$0.300
691	Micronesia **	\$0.710
373	Moldova	\$0.300
373(x)	Moldova - Mobile	\$0.350
377	Monaco	\$0.220
377(x)	Monaco - Mobile	\$0.400
976	Mongolia	\$0.320
664*	Montserrat	\$0.490
212	Morocco	\$0.450
258	Mozambique **	\$0.340
95	Myanmar-Burma **	\$0.790
264	Namibia **	\$0.350
674	Nauru **	\$1.150
977	Nepal **	\$0.710
31	Netherlands	\$0.170
31(x)	Netherlands - Mobile	\$0.450
599	Netherlands Antilles	\$0.390
869*	Nevis	\$0.390
687	New Caledonia **	\$0.630
64	New Zealand	\$0.080
64(x)	New Zealand - Mobile	\$0.450
505	Nicaragua	\$0.420
227	Niger **	\$0.400
234	Nigeria **	\$0.370
683	Niue Island **	\$1.300
47	Norway	\$0.170
47(x)	Norway - Mobile	\$0.400
968	Oman **	\$0.490
92	Pakistan **	\$0.510
680	Palau **	\$0.740
507	Panama	\$0.290
675	Papua New Guinea **	\$0.590
595	Paraguay	\$0.390

Unless otherwise stated, prices reflect calls made to landlines. For all countries marked with an asterisk (*), you must dial 1 + country code + number. For all others, dial 011 + country code + city code + number. For all countries marked with 2 asterisks (**), you must notify us if you need calling access to these countries.

International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
51	Peru	\$0.250
51(x)	Peru - Mobile	\$0.450
63	Philippines	\$0.340
63(x)	Philippines - Mobile	\$0.400
48	Poland	\$0.160
22	Poland - Warsaw	\$0.160
48(x)	Poland - Mobile	\$0.400
351	Portugal	\$0.180
351(x)	Portugal - Mobile	\$0.450
262	Reunion Island	\$0.390
40	Romania	\$0.300
40(x)	Romania - Mobile	\$0.450
7	Russia	\$0.190
7(x)	Russia - Mobile	\$0.190
7095	Russia - Moscow	\$0.170
7812	Russia - St. Petersburg	\$0.170
250	Rwanda **	\$0.390
378	San Marino	\$0.190
239	Sao Tome **	\$1.590
966	Saudi Arabia **	\$0.490
221	Senegal Republic **	\$0.470
381	Serbia / Yugoslavia	\$0.350
248	Seychelles Island **	\$0.460
232	Sierra Leone **	\$0.550
65	Singapore	\$0.160
421	Slovakia	\$0.240
421(x)	Slovakia - Mobile	\$0.400
386	Slovenia	\$0.230
386(x)	Slovenia - Mobile	\$0.400
677	Solomon Island **	\$1.250
252	Somalia **	\$1.200
27	South Africa	\$0.250
27(x)	South Africa - Mobile	\$0.400
34	Spain	\$0.150
34(x)	Spain - Mobile	\$0.400
94	Sri Lanka **	\$0.410
290	St. Helena **	\$0.990

Unless otherwise stated, prices reflect calls made to landlines. For all countries marked with an asterisk (*), you must dial 1 + country code + number. For all others, dial 011 + country code + city code + number. For all countries marked with 2 asterisks (**), you must notify us if you need calling access to these countries.

International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
869*	St. Kitts	\$0.490
758*	St. Lucia	\$0.490
508	St. Pierre/Miquelon	\$0.450
784*	St. Vincent	\$0.320
249	Sudan **	\$0.490
597	Suriname **	\$0.530
268	Swaziland **	\$0.310
46	Sweden	\$0.110
46(x)	Sweden - Mobile	\$0.400
41	Switzerland	\$0.100
41(x)	Switzerland - Mobile	\$0.400
963	Syria **	\$0.660
886	Taiwan	\$0.170
886(x)	Taiwan - Mobile	\$0.250
992	Tajikstan	\$0.390
255	Tanzania **	\$0.570
66	Thailand	\$0.290
228	Togo **	\$0.440
690	Tokelan **	\$1.090
676	Tonga **	\$0.760
868*	Trinidad/Tobago	\$0.320
216	Tunisia	\$0.490
90	Turkey	\$0.310
90212, 90216	Turkey - Istanbul	\$0.260
90(x)	Turkey - Mobile	\$0.400
993	Turkmenistan	\$0.390
649*	Turks/Caicos	\$0.380
256	Uganda **	\$0.320
380	Ukraine	\$0.250
971	United Arab Emirates **	\$0.500
44	United Kingdom	\$0.090
44(x)	United Kingdom - Mobile	\$0.400
598	Uruguay	\$0.360
998	Uzbekistan	\$0.330
678	Vanuatu **	\$1.090
39669	Vatican City	\$0.150
58	Venezuela	\$0.190

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International Voice Rates

Country Code	Country	Calling Card / CC1 (rate per min.)
582	Venezuela - Caracas	\$0.190
84	Vietnam **	\$0.610
681	Wallis/Futuna **	\$1.150
967	Yemen **	\$0.410
243	Zaire **	\$0.530
260	Zambia **	\$0.290
263	Zimbabwe **	\$0.270
263(x)	Zimbabwe-Mobile**	\$0.320

Calling to U.S. Territories

907	Alaska	\$0.150
808	Hawaii	\$0.150
939	Puerto Rico	\$0.090
340	U.S.V.I.	\$0.150

Toll Free Service to U.S.

	Alaska	\$0.150
	Hawaii	\$0.150
	Puerto Rico	\$0.150
	U.S.V.I.	\$0.150
	Canada	\$0.150

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Addendum B:

**Sample Paper Invoice Copy
CDR Detail Export Layout**



TouchTone Communications

WVOT Billing



Call Detail Export Layout

1. Overview

This document provides a layout and description of call detail exported fields.

2. Output CDR Fields

This section defines the order of the exported call detail fields and provides a description of each value.

****Note:** The Call Detail Export is in a comma delimited format.

Field Number	Column Header	Field Description
1	Customer Number	Defines customer account number.
2	Department Number	Defines a specific department which may represent a unique location or groups specific services together for invoice purposes.
3	Service Number	Defines the number the call is billed to. Service may be defined as trunk group, ANI, toll free, etc.
4	Project	Defines dialed digits or account code the end user selected when placing a call.
5	Project Group	Defines groups which may represent departments or groups similar projects together.
6	Usage Date	Defines the date the call was placed in MM/DD/YYYY format.
7	Usage Time	Defines the time the call was placed in HH:MM:SS AM or PM.
8	Bill Duration	Defines the length of the call in minute, tenth of minute (mmm.m) format.
9	Multi Call Number	Defines a unique number for conference call records.
10	Multi Call Sequence Number	Defines a unique and incremental number for each participant on the conference call. Is used in conjunction with Multi Call Number.
11	Usage Category	Defines the type of call as Dedicated Termination Inter, Dedicated Termination Intra, Dedicated Termination Offshore, etc.
12	Usage Group	Defines or groups common types of usage records together, such as International or Toll Free.
13	Exchange Type	Defines the type of call record as International, Interstate, Intrastate, IntraLATA, or Interstate IntraLATA.
14	Origination Number	Defines the origination number of the call record. The Origination LRN is defined as the Origination Number, if applicable. If no origination LRN exists, this field will be

		populated with calling party number.
15	Dialed Number	Defines the dialed number of the call record.
16	Origination LRN	Defines the calling party LRN, if present.
17	Destination LRN	Defines the destination LRN, if present.
18	Origination Area Code	Defines the originating area code for the origination number.
19	Origination Exchange	Defines the originating exchange for the origination number.
20	Destination Area Code	Defines the destination area code for the destination number.
21	Destination Exchange	Defines the destination exchange for the destination number.
22	Origination Place	Defines the city of the origination number for NANP calls.
23	Origination State	Defines the state of the origination number for NANP calls.
24	Destination Place	Defines the city of the destination number for NANP calls.
25	Destination State	Defines the state of the destination number.
26	Origination Country	Defines the country code of the international origination number.
27	Origination City	Defines the city code of the international origination number.
28	Destination Country	Defines the country code of the international destination number.
29	Destination City	Defines the city code of the international destination number.
30	Origination OCN	Defines the OCN of the origination number.
31	Destination OCN	Defines the OCN of the destination number.
32	Origination LATA	Defines the LATA of the origination number.
33	Destination LATA	Defines the LATA of the destination number.
34	Total Rated Amount	Defines the total rated cost of the call detail record.
35	Total Tax	Defines the total tax calculated for the call detail record.
36	Total Amount	Defines the total amount of the call (Total Rated Amount + Total Tax)

TouchTone communications

MONTHLY STATEMENT

BALANCE INFORMATION

PREVIOUS BALANCE	\$84,332.52
PAYMENTS RECEIVED	(\$27,032.49)
BALANCE FORWARD	\$57,300.03

NEW CHARGES

NEW USAGE CHARGES	\$36,926.01
RECURRING CHARGES	\$0.00
TOTAL NEW CHARGES	\$36,926.01

TOTAL AMOUNT DUE	\$94,226.04
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STATE OF WV
PO BOX 50110
CHARLESTON WV 25305-0110

INVOICE DATE	04/01/22
INVOICE NUMBER	1561662
ACCOUNT NUMBER	WVOT-LDP08

QUESTIONS?

SUPPORT	800.900.5474
EMAIL	BUSINESS.SUPPORT@TOUCHTONE.NET
FAX	888.900.2882
WEBSITE	WWW.TOUCHTONE.NET

IMPORTANT INFORMATION

If you are changing, adding or disconnecting telephone numbers with your local phone company, you must submit a Telecommunications Change Request (TCR) form to the WV Office of Technology to initiate the change. The TCR form can be found on the WVOT website at www.state.wv.us/ot.
Questions? E-mail TCR@wv.gov.

TouchTone
communications

www.touchtone.net

TOUCHTONE IS HELPING TO RESTORE CALL CONFIDENCE!

TouchTone is dedicated to supporting the telecom industry's cooperative efforts to seek out and eliminate illegal robocalling. We have adopted STIR/SHAKEN, industry standards designed to combat spoofed robocalls, across our voice solutions. To learn more, and to view our updated Terms, visit touchtone.net/Resources/Stir-Shaken.html.

Past due balances are subjected to a monthly finance charge of 1.5%. A \$30 service fee will be applied to your account for all returned checks.

Detach this form and return it with payment. Please write your account number on your check or money order. Make checks payable to TouchTone Communications Inc.

TouchTone
communications
P.O. BOX 135, WHIPPANY, NJ 07981

Account Number	WVOT-LDP08
Invoice Date	04/01/22
Total Due By	04/25/22

Amount Due	\$94,226.04	Amount Enclosed \$
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 **Pay By Phone:** 800.900.5474

Complete reverse side for address/email change, or to pay by credit card.

STATE OF WV
PO BOX 50110
CHARLESTON WV 25305-0110

TOUCHTONE COMMUNICATIONS INC.
3 WING DRIVE
SUITE 3
CEDAR KNOLLS, NJ 07927



PAYMENTS

DATE	DESCRIPTION	AMOUNT
03/23/22	Payment Received, Thank you!	-\$27,032.49
	TOTAL	-\$27,032.49

HAVE YOU MOVED OR CHANGED YOUR EMAIL ADDRESS?

New Email Address _____

Name on Account _____

Effective Date of New Address _____

New Address _____

City _____ State _____ ZIP _____

Contact Name _____

Phone Number _____

CREDIT CARD AUTHORIZATION FORM

I hereby authorize TouchTone Communications to charge my credit card for my TouchTone Communications bill for:

This month only This month and all future bills

I understand that I am responsible for all charges appearing on my TouchTone Communications billing statement. If for any reason all such charges are not honored by the credit card issuer indicated below, I agree to pay all such charges directly to TouchTone Communications, including any late fees if applicable.

Name (please print) _____

Credit Card Type    

Billing Address _____

Credit Card Number _____

3 or 4 Digit CVV # _____ Exp. Date _____

Authorized Amount _____ Signature _____

MASTER ACCOUNT SUMMARY

ACCOUNT ID	MRC	NRC	USAGE	CREDIT	TAXES	TOTAL
0101070001			0.13			0.13
0101160001			217.85			217.85
0101160002			158.88			158.88
0101170001			147.92			147.92
0101250001			357.38			357.38
0101270001			2.62			2.62
0101530001			32.28			32.28
0101580001			2.80			2.80
0101680001			12.27			12.27
0101790001			361.95			361.95
0101840001			22.72			22.72
0101840002			12.09			12.09
0101860002			459.17			459.17
0101860003			361.21			361.21
0101880001			98.17			98.17
0101880002			30.40			30.40
0101890001			295.26			295.26
0101920001			92.51			92.51
0101970001			30.27			30.27
0101980001			1.17			1.17
0101990001			0.09			0.09
0102020001			0.33			0.33
0102030001			6.33			6.33
0102050001			4.51			4.51
0102060001			0.73			0.73
0102060003			0.07			0.07
0102100010			17.87			17.87
0102120001			3.82			3.82
0102140001			21.88			21.88
0102140003			0.29			0.29
0102140004			1,257.63			1,257.63
0102140005			4.32			4.32
0102140011			4.13			4.13
0102140012			11.88			11.88
0102140013			330.70			330.70
0102140015			45.98			45.98
0102140016			1.15			1.15
0102140018			15.23			15.23
0102150001			23.58			23.58
0102150002			46.96			46.96
0102150003			56.00			56.00
0102160001			39.28			39.28
0102170001			51.31			51.31
9150010101			23.36			23.36
9150010106			6,332.11			6,332.11
9150010107			29.42			29.42
9150010109			0.30			0.30
9150010132			0.20			0.20
9150010134			7.01			7.01
9150010135			52.14			52.14
9150010137			0.79			0.79
9150010139			69.72			69.72
9150010140			30.48			30.48
9150010141			4.14			4.14
9150010142			108.55			108.55
9150010143			0.04			0.04
9150010144			2.92			2.92
9150010145			0.38			0.38
9150010146			1,569.71			1,569.71
9150010147			6.68			6.68
9150010148			6.06			6.06
9150010149			26.28			26.28
9150010150			26.21			26.21
9150010152			33.00			33.00
9150010153			4.47			4.47
9150010157			0.07			0.07
9150010158			0.48			0.48
9150010300			1.64			1.64
9150010302			1.05			1.05
9150010303			1.38			1.38
9159470001			0.21			0.21
9440010001			547.12			547.12
9440010002			0.38			0.38
9440010003			1.85			1.85
9440010004			1.56			1.56
9700140001			0.38			0.38
9700140002			2.64			2.64
9700210001			107.10			107.10
9700210002			0.31			0.31
9800260001			85.85			85.85
9800260002			12.93			12.93
9800290001			1.54			1.54
9800360001			284.75			284.75
9800360002			14.12			14.12
9890010001			168.52			168.52
6700010001			69.51			69.51
9890010002			27.69			27.69

MASTER ACCOUNT SUMMARY

ACCOUNT ID	MRC	NRC	USAGE	CREDIT	TAXES	TOTAL
9890010003			19.60			19.60
0102140019			13.42			13.42
0102170005			23.39			23.39
0102200010			5.24			5.24
0102210001			37.15			37.15
0102220001			2.33			2.33
0102230001			5.89			5.89
0102270001			0.82			0.82
0102280001			1.42			1.42
0102290001			0.06			0.06
0102310001			1,129.72			1,129.72
0102320001			0.11			0.11
0102350001			12.57			12.57
0102380001			0.54			0.54
0102380003			9.51			9.51
0102380004			8.70			8.70
0102660001			12.74			12.74
0102700001			0.68			0.68
1100010001			60.89			60.89
1110001000			29.16			29.16
1200030002			14.46			14.46
1303000001			9.43			9.43
1800000001			98.21			98.21
1800010001			0.02			0.02
1800010002			3.39			3.39
2100060001			0.88			0.88
0238000101			4.68			4.68
2950010001			30.16			30.16
2950010002			54.69			54.69
3040000000			4,151.71			4,151.71
3055010005			0.01			0.01
3055010010			133.05			133.05
3055010021			0.66			0.66
3055010033			2.19			2.19
3055010034			22.94			22.94
3055010051			66.83			66.83
3055010052			15.67			15.67
3055010053			14.75			14.75
3056000100			4.43			4.43
3063060001			0.95			0.95
3063060002			173.71			173.71
3064000001			2.00			2.00
3064500001			3.93			3.93
3333330001			0.41			0.41
3500010001			307.55			307.55
3680010001			136.16			136.16
3680010003			0.82			0.82
3680010004			0.16			0.16
3680010006			5.81			5.81
3680010007			0.14			0.14
3680050001			19.13			19.13
3780010002			48.82			48.82
3780010003			0.94			0.94
3780010005			277.60			277.60
4000000001			135.48			135.48
4001000001			0.94			0.94
4015000001			0.04			0.04
4015000002			0.37			0.37
4205000001			0.30			0.30
4205000004			96.22			96.22
4205000019			3.61			3.61
4205010001			3.99			3.99
4400000001			18.97			18.97
4400000002			1.10			1.10
4400010001			20.80			20.80
4400010002			19.71			19.71
4400010003			26.36			26.36
4400010004			1.52			1.52
4400010005			6.00			6.00
4400010006			0.24			0.24
4400010007			2.43			2.43
4400020001			210.75			210.75
4400020002			186.24			186.24
4444440001			8.86			8.86
4620000001			2.08			2.08
4620000002			67.41			67.41
4630000001			1.57			1.57
4630000002			0.31			0.31
4640000001			26.22			26.22
4640000002			2,283.95			2,283.95
4640000003			17.51			17.51
4640000004			1.17			1.17
4775070001			0.26			0.26
4775070013			2.80			2.80
4775070014			13.80			13.80
4775070015			26.74			26.74
0005030001			8.47			8.47

MASTER ACCOUNT SUMMARY

ACCOUNT ID	MRC	NRC	USAGE	CREDIT	TAXES	TOTAL
5100020001			47.04			47.04
5100050001			23.45			23.45
5100050002			0.02			0.02
5100050003			11.33			11.33
5100050004			3.64			3.64
5100050005			0.48			0.48
5650000001			4.62			4.62
5700190001			2.00			2.00
5700570001			44.54			44.54
5700570004			4.42			4.42
5700570008			100.94			100.94
5700570010			11.32			11.32
5700570011			41.80			41.80
5700570013			24.59			24.59
5700570015			7.35			7.35
5700570016			19.57			19.57
5700570017			29.57			29.57
5700570018			14.29			14.29
5700570019			25.38			25.38
5700570028			0.02			0.02
5700570030			0.02			0.02
5700570032			0.25			0.25
5700570034			16.00			16.00
5700570035			42.38			42.38
5700570036			0.09			0.09
5700570039			67.68			67.68
5700570041			11.35			11.35
5700570042			1.15			1.15
5700570043			3.08			3.08
5700570044			5.10			5.10
5700570045			12.70			12.70
5700570046			0.04			0.04
5700570047			6.74			6.74
5700570048			17.01			17.01
5700570049			38.10			38.10
5700570050			3.84			3.84
5700570051			10.80			10.80
5700570052			35.78			35.78
5700570053			19.02			19.02
5700570054			4.24			4.24
5700570055			32.16			32.16
5700570056			397.31			397.31
5700570058			16.96			16.96
5700570060			4.83			4.83
5700570061			8.67			8.67
5700570062			18.94			18.94
5700570063			6.28			6.28
5700570064			1.02			1.02
5700570065			1.50			1.50
5700570066			0.28			0.28
5700570067			5.72			5.72
6160010001			43.04			43.04
6700080001			8.25			8.25
6700080003			13.35			13.35
6700080004			69.54			69.54
6700080006			7.77			7.77
6700080007			4.10			4.10
6700080008			11.72			11.72
6700080009			0.48			0.48
6700080010			0.02			0.02
6700080012			2.28			2.28
6700080016			24.35			24.35
6700080017			1.28			1.28
6700080018			0.37			0.37
6700080020			2.48			2.48
6700080023			0.37			0.37
6700080024			4.44			4.44
6700080025			0.10			0.10
6700080029			0.67			0.67
6700080031			0.35			0.35
6700080032			23.42			23.42
6700080033			0.83			0.83
6700080036			0.22			0.22
6700080047			16.40			16.40
6700080048			189.90			189.90
6700080049			0.31			0.31
6700080062			1.42			1.42
6700080063			0.28			0.28
6700080066			0.13			0.13
6700080072			14.70			14.70
6700080080			3.33			3.33
6700080082			0.16			0.16
6700080090			0.25			0.25
6700080103			0.29			0.29
6700080106			1.82			1.82
6700080113			12.31			12.31
6700080136			1.04			1.04

MASTER ACCOUNT SUMMARY

ACCOUNT ID	MRC	NRC	USAGE	CREDIT	TAXES	TOTAL
6700080138			1.17			1.17
6700080139			61.88			61.88
6710010001			8,403.31			8,403.31
6710010002			8.65			8.65
6710010003			2.98			2.98
7710010001			86.72			86.72
8151080001			124.08			124.08
8250010001			892.26			892.26
8250010002			106.75			106.75
8250010003			18.23			18.23
8250010013			5.91			5.91
8250010018			3.00			3.00
8250010020			0.33			0.33
8250010021			1.69			1.69
8250010022			3.40			3.40
8270500001			7.50			7.50
8271000001			3.17			3.17
8280010002			0.32			0.32
8280010004			262.28			262.28
9150010005			0.02			0.02
9150010007			15.94			15.94
9150010011			97.18			97.18
9150010012			151.26			151.26
9150010015			0.50			0.50
9150010018			304.06			304.06
9150010019			8.52			8.52
9150010020			2.02			2.02
9150010021			3.38			3.38
9150010024			7.02			7.02
9150010025			0.24			0.24
9150010026			4.40			4.40
9150010027			13.25			13.25
9150010028			1.10			1.10
9150010029			3.16			3.16
9150010031			7.91			7.91
9150010032			1.16			1.16
9150010033			84.33			84.33
9150010035			6.19			6.19
9150010047			1.18			1.18
9150010056			1.29			1.29
9150010057			11.16			11.16
9150010073			19.32			19.32
9150010081			29.06			29.06
9150010093			1.17			1.17
9150010094			7.76			7.76
TOTAL	0.00	0.00	36,926.01	0.00	0.00	36,926.01

USAGE BY TYPE

DESCRIPTION	CALLS	MIN	AMOUNT
800 - International	280	2,183.1	327.47
800 - Interstate	47,228	184,719.1	6,834.61
800 - Intrastate	101,660	518,940.6	19,252.65
LD - International	278	1,161.6	102.81
LD - Interstate	32,106	109,918.4	4,259.81
LD - Intrastate	53,482	165,473.9	6,148.57
TOTAL	235,034	982,396.7	36,925.92

LONG DISTANCE BY ACCOUNT CODE

CODE DESCRIPTION	CALLS	MIN	AMOUNT
1738	2.0	12.7	0.64
5235	8.0	33.7	1.69
TOTAL	10.0	46.4	2.33

USAGE SUMMARY BY LINE

DESCRIPTION	CALLS	MIN	AMOUNT
00001445541738	2	12.7	0.64
00003906395235	8	33.7	1.69
20616	31,841	102,787.4	4,151.71
3042263200	174	460.5	18.42
3042263598	1	5.6	0.22
3042265761	6	29.5	1.18
3042292665	7	37.4	1.50
3042295828	12	3.9	0.16
3042296734	10	19.9	0.80
3042298836	1	0.9	0.04
3042320550	139	157.3	6.29
3042324739	2	7.1	0.28
3042324773	27	50.1	2.00
3042327008	17	13.4	0.54
3042330299	5	30.5	1.22
3042331032	7	7.4	0.30
3042339506	27	93.3	3.73
3042354679	3	7.5	0.30
3042381096	4	5.9	0.24
3042392055	36	144.0	5.76
3042393039	69	157.4	6.30

TouchTone

communications

MONTHLY STATEMENT

BALANCE INFORMATION

PREVIOUS BALANCE	\$0.00
PAYMENTS RECEIVED	\$0.00
BALANCE FORWARD	\$0.00

NEW CHARGES

NEW USAGE CHARGES	\$23.58
RECURRING CHARGES	\$0.00
TOTAL NEW CHARGES	\$23.58

TOTAL DUE BY 04/25/22	\$23.58
------------------------------	----------------

DNR-WILDLIFE FISH 01
1900 KANWHA BLVD E
BLDG 5 10TH FLOOR
CHARLESTON, WV 25305-0000

INVOICE DATE	04/01/22
INVOICE NUMBER	1561662
ACCOUNT NUMBER	WVOT-LDP08:0102150001
PARENT ACCOUNT NUMBER	WVOT-LDP08

QUESTIONS?

SUPPORT	800.900.5474
EMAIL	BUSINESS.SUPPORT@TOUCHTONE.NET
FAX	888.900.2882
WEBSITE	WWW.TOUCHTONE.NET

IMPORTANT INFORMATION

If you are changing, adding or disconnecting telephone numbers with your local phone company, you must submit a Telecommunications Change Request (TCR) form to the WV Office of Technology to initiate the change. The TCR form can be found on the WVOT website at www.state.wv.us/ot.
Questions? E-mail TCR@wv.gov.

TouchTone
communications

www.touchtone.net

TOUCHTONE IS HELPING TO RESTORE CALL CONFIDENCE!

TouchTone is dedicated to supporting the telecom industry's cooperative efforts to seek out and eliminate illegal robocalling. We have adopted STIR/SHAKEN, industry standards designed to combat spoofed robocalls, across our voice solutions.

To learn more, and to view our updated Terms, visit touchtone.net/Resources/Stir-Shaken.html.

Past due balances are subjected to a monthly finance charge of 1.5%. A \$30 service fee will be applied to your account for all returned checks.

Detach this form and return it with payment. Please write your account number on your check or money order. Make checks payable to **TouchTone Communications Inc.**

TouchTone
communications

P.O. BOX 135, WHIPPANY, NJ 07981

Account Number	WVOT-LDP08:0102150001
Invoice Date	04/01/22
Total Due By	04/25/22

Amount Due	\$23.58	Amount Enclosed \$
------------	----------------	--------------------

 **Pay By Phone:** 800.900.5474

Complete reverse side for address/email change, or to pay by credit card.

DNR-WILDLIFE FISH 01
1900 KANWHA BLVD E
BLDG 5 10TH FLOOR
CHARLESTON, WV 25305-0000

TOUCHTONE COMMUNICATIONS INC.
3 WING DRIVE
SUITE 3
CEDAR KNOLLS, NJ 07927



USAGE BY TYPE

DESCRIPTION	CALLS	MIN	AMOUNT
LD - International	3	12.4	0.50
LD - Interstate	40	196.9	7.88
LD - Intrastate	110	380.2	15.21
TOTAL	153	589.5	23.59

USAGE SUMMARY BY LINE

DESCRIPTION	CALLS	MIN	AMOUNT
3045762512	8	38.5	1.54
3045763487	34	110.9	4.44
3046370251	14	73.2	2.93
3046370252	97	366.9	14.68
TOTAL	153	589.5	23.59

HAVE YOU MOVED OR CHANGED YOUR EMAIL ADDRESS?

New Email Address _____

Name on Account _____

Effective Date of New Address _____

New Address _____

City _____ State _____ ZIP _____

Contact Name _____

Phone Number _____





CREDIT CARD AUTHORIZATION FORM

I hereby authorize TouchTone Communications to charge my credit card for my TouchTone Communications bill for:

This month only This month and all future bills

I understand that I am responsible for all charges appearing on my TouchTone Communications billing statement. If for any reason all such charges are not honored by the credit card issuer indicated below, I agree to pay all such charges directly to TouchTone Communications, including any late fees if applicable.

Name (please print) _____

Credit Card Type    

Billing Address _____

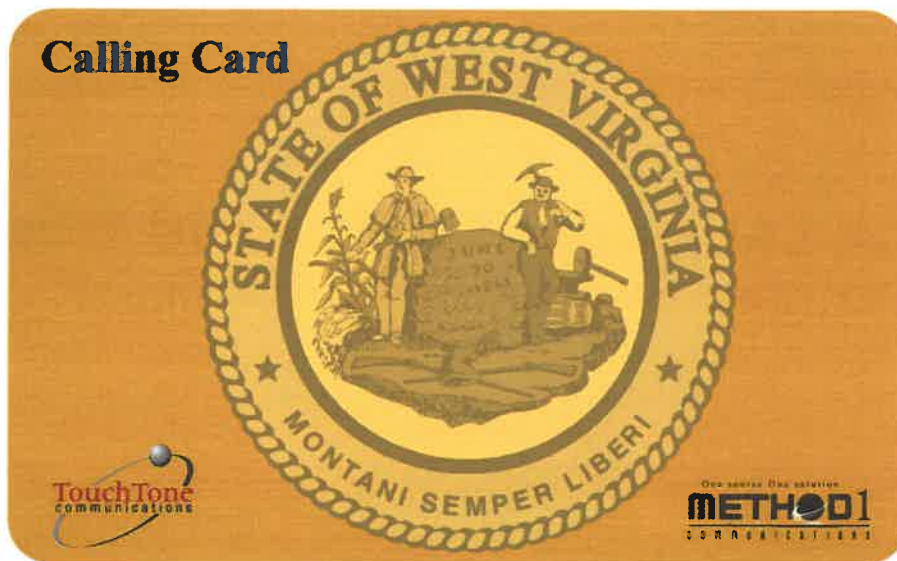
Credit Card Number _____

3 or 4 Digit CVV # _____ Exp. Date _____

Authorized Amount _____ Signature _____

Addendum C:
State of West Virginia Calling Card Design

State of West Virginia Calling Card Custom Design



When calling from the US, Canada, AK, HI, PR & USVI:

Dial 1-800-445-4001.

At prompt, enter card number.

For domestic calls, press [1] then the area code and phone number.

For international calls, press [011] then the country code, city code, and telephone number.

Network services are provided by TouchTone Communications.
TouchTone is not responsible for lost, stolen, or unauthorized use of this card.
Customer Service: 1-800-266-4006



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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Doc Folder: 1018516		Reason for Modification:	
Doc Description: Long Distance Telephone Services			
Doc Type: Statewide MA (Open End)			
Issued	Solicitation Closes	Solicitation No	Version
2-03-25	2022-04-12 13:30	CRFQ 0212 SWC2200000012	1


RECEIVING LOCATION

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

ENDOR

Vendor Customer Code: 181018
 Vendor Name : TouchTone Communications
 Address : 3 Wing Dr. Suite 103
 City : Cedar Knolls
 State : NJ Country : USA Zip : 07927
 Principal Contact : Pino Bio
 Vendor Contact Phone: 973-739-9300 Extension:

BUYER INFORMATION CONTACT THE BUYER
 Patricia L Hovanec
 558-2314
 ca.l.hovanec@wv.gov

Vendor Signature X  FEIN# 37-1418502 DATE 4/8/22

Offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling local, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

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

Item	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS	
Event	Event Date
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

	Document Phase	Document Description	Page
02200000012	Final	Long Distance Telephone Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Doc Folder: 1018516		Reason for Modification: Addendum #1 to attach the Vendor Questions and Answers and to attach the Pricing Page.	
Description: Addendum #1 Long Distance Telephone Services			
Doc Type: Statewide MA (Open End)			
Issued	Solicitation Closes	Solicitation No	Version
2-04-05	2022-04-12 13:30	CRFQ 0212 SWC2200000012	2


RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 181018
Vendor Name : TouchTone Communications
Address : 3 Wing Dr. Suite 103
City :
State : Cedar Knolls
Country: USA **Zip:** 07927
Principal Contact : Pino Bio
Vendor Contact Phone: 973-739-9300 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Patricia L Hovanec
 202-558-2314
 ca.l.hovanec@wv.gov

Vendor Signature X  **FEIN#** 37-1418502 **DATE** 4/8/22

Offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling , and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

PURCHASE TO	SHIP TO
-------------	---------

STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
City: WV	No City: WV US

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item Code	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS

<u>Event</u>	<u>Event Date</u>
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

	Document Phase	Document Description	Page
02200000012	Final	Addendum #1 Long Distance Telephone Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Folder: 1018516		Reason for Modification:	
Description: Addendum #2 Long Distance Telephone Services		Addendum #2 to attach additional Vendor Questions and Answers	
Item Type: Statewide MA (Open End)			
Issued	Solicitation Closes	Solicitation No	Version
2022-04-06	2022-04-12 13:30	CRFQ 0212 SWC2200000012	3

RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 181018
Vendor Name : TouchTone Communications
Address : 3 Wing Dr. Suite 103
City :
State : Cedar Knolls
Country : USA **Zip :** 07927
Principal Contact : Pino Bio
Vendor Contact Phone: 973-739-9300 **Extension:**

CONTACT THE BUYER
 Patricia L Hovanec
 558-2314
 ca.l.hovanec@wv.gov

Signature X  **FEIN# 37-1418502** **DATE** 4/8/22

Offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling local, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

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

Item	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS

Event	Event Date
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

	Document Phase	Document Description	Page
C2200000012	Final	Addendum #2 Long Distance Telephone Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Doc Folder: 1018516		Reason for Modification: Addendum #1 to attach the Vendor Questions and Answers and to attach the Pricing Page.	
Description: Addendum #1 Long Distance Telephone Services			
Doc Type: Statewide MA (Open End)			
Issued	Solicitation Closes	Solicitation No	Version
2-04-05	2022-04-12 13:30	CRFQ 0212 SWC2200000012	2

RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 181018
Vendor Name : TouchTone Communications
Address : 3 Wing Dr. Suite 103
City :
State : Cedar Knolls
Country : USA **Zip :** 07927
Principal Contact : Pino Bio
Vendor Contact Phone: 973-739-9300 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Patricia L Hovanec
 202-558-2314
 ca.l.hovanec@wv.gov

Signature X  **FEIN# 37-1418502** **DATE** 4/8/22

Offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling local, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

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

Item	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS

Event	Event Date
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

SOLICITATION NUMBER: CRFQ SWC2200000012

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2200000012 ("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:

1) To attach the Vendor Questions and Answers.

2) To attach the Exhibit A Pricing Page that was inadvertently left off of wvOasis.

No other changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2200000012

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:

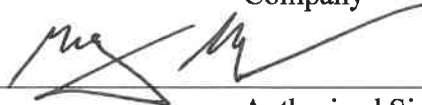
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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.

TouchTone Communications

Company



Authorized Signature

4/8/22

Date

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

SWC2200000012 Addendum #1

Vendor Questions and Answers

Q1) Will the State provide the current inventory for all locations where converted and/or new dedicated facilities (i.e., T-1s, PRIs, etc.) will be required? This information is needed in order for vendors to develop a cost per minute rate for the State.

A1) The long-distance carrier is responsible for providing facilities at two egress points, as outlined in the solicitation. The State has provided an average call volume in the RFQ and the dedicated facilities would have to care for this amount of call volume.

Q2) Please provide additional insight on the average minutes mentioned in the proposal and if there are additional expected minutes from what is currently being billed today? Being the incumbent provider, the minutes shown on the proposal are much greater than the minutes on the invoices.

A2) The State has reviewed the RFQ and the averages given and has confirmed the estimated quantities are accurate to the State's knowledge.

Q3) Please confirm total number of phone numbers needed for switched services and total number of circuits to be converted.

A3) The Vendor is responsible for maintaining the necessary facilities at the two egress points to care for the State's call volume.

Q4) How many Phone Numbers are there?

A4) Approximately 32,000

Q5) How many Toll Free Numbers are there?

A5) Approximately 400

Q6) Can you provide locations for each number? (actual address)

A6) The State cannot provide this information.

Q7) Are calling cards required?

A7) Yes.

Q8) Can you provide Current Average Minutes ect?

A8) See solicitation.

Q9) Are you open to replacing your current Centrex with new technology for local service? (IE: an IP based solution)

A9) The winning Vendor will be required to provide long-distance services.

Q10) Is this an all or nothing solutions? Are you looking to use multiple vendors for this solution?

A10) All or nothing solution with a single Vendor.

Q11) Is there an opportunity to review current carrier statements?

A11) No.

Q12) How do you currently handle your CPE? (section 3.1.2.4.1) How many CPE's do you have?

A12) Equipment is purchased by the State and is not a requirement of this contract.

Q13) When will we receive response so that we can review?

A13) See answers here.

Q14) What if we have additional questions, will there be room for an extensions?

A14) Extensions can be granted at the State's discretion.



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

State of West Virginia
 Centralized Request for Quote
 Telecomm

Doc Folder: 1018516		Reason for Modification: Addendum #2 to attach additional Vendor Questions and Answers	
Description: Addendum #2 Long Distance Telephone Services			
Doc Type: Statewide MA (Open End)			
Issued	Solicitation Closes	Solicitation No	Version
2-04-06	2022-04-12 13:30	CRFQ 0212 SWC2200000012	3

RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 181018
Vendor Name : TouchTone Communications
Address : 3 Wing Dr. Suite 103
City :
State : Cedar Knolls
Country : USA **Zip :** 07927
Principal Contact : Pino Bio
Vendor Contact Phone: 973-739-9300 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Patricia L Hovanec
 558-2314
 patricia.l.hovanec@wv.gov

Signature X  **FEIN# 37-1418502** **DATE** 4/8/22

Offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an end-to-end, statewide contract for 1) traditional non-Internet Protocol (IP) based long-distance services (intrastate, interstate, calling local, and international); 2) traditional non-IP based toll-free services; and 3) directory assistance services per the specifications and terms and conditions as attached hereto.

OFFICE TO	SHIP TO
-----------	---------

STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
City: WV	No City: WV US

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Long-Distance Telephone Services - see attached Pricing Page	0.00000	EA		

Item Code	Manufacturer	Specification	Model #
11502			

Extended Description:
Long-Distance Telephone Services - see attached Pricing Page

SCHEDULE OF EVENTS

Event	Event Date
Technical Questions due by March 31, 2022 at 10:00 AM EST	2022-03-31

SOLICITATION NUMBER: CRFQ SWC2200000012

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2200000012 ("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:

1) To attach additional Vendor Questions and Answers.

No other changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2200000012

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 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.

TouchTone Communications

Company



Authorized Signature

4/8/22

Date

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

SWC2200000012 Addendum #2
Vendor Questions and Answers

Q1) Whether companies from Outside USA can apply for this? (like, from India or Canada)

A1) Companies are welcome to submit proposals in accordance with all applicable rules and laws.

Q2) Whether we need to come over there for meetings?

A2) While a majority of the work can be performed remotely, it is possible in-person meetings may be required under the scope of the contract.

Q3) Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A3) See Answer 2.

Q4) Can we submit the proposals via email?

A4) No. See "Instructions to Vendors Submitting Bids" in the Solicitation Documentation.