



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

Solicitation

NUMBER
VOIP13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
11/21/2012

BID OPENING DATE: 01/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-57-01-001		
VOICE OVER INTERNET PROTOCOL (VOIP) REQUEST FOR PROPOSAL (RFP) STATEWIDE OPEN END CONTRACT THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING PROPOSALS TO ESTABLISH A STATEWIDE OPEN END CONTRACT FOR THE PROCUREMENT, INSTALLATION, AND SUPPORT OF VOICE OVER INTERNET PROTOCOL (VOIP) PER THE ATTACHED SPECIFICATIONS. ***** THIS IS THE END OF RFQ VOIP13 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

TABLE OF CONTENTS

- 1. Table of Contents
- 2. Section 1: General Information and Instructions
- 3. Section 2: Instructions to Vendors Submitting Bids
- 4. Section 3: General Terms and Conditions
- 5. Section 4: Project Specifications
- 6. Section 5: Vendor Proposal
- 7. Section 6: Evaluation and Award
- 8. Certification and Signature Page

SECTION ONE: GENERAL INFORMATION

- 1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** for the West Virginia Office of Technology (hereinafter referred to as the “WVOT”) to establish a statewide contract for the procurement, installation, and support of Hosted Voice over Internet Protocol (VoIP) otherwise known as an Infrastructure as a Service (IaaS) and Unified Communications (UC) solutions and services.
- 2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 3. Schedule of Events:

RFP Release.....	11/23/2012
Mandatory Pre-bid Conference.....	12/04/2012
Final Deadline for Technical Questions.....	12/11/2012
Addendum Issued	Week of 12/18/2012
Bid Opening Date	01/09/2013
Oral Presentation (<i>Agency Option</i>).....	TBD

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

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

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

Tuesday, December 4, 2012 at 1:00 PM in Building 5, 10th Floor, Conference Room B located on the West Virginia State Capitol Complex at 1900 Kanawha Boulevard East in Charleston, West Virginia. Parking in and around the West Virginia State Capitol Complex is limited and vendors are encouraged to allow adequate time to secure parking.

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: Tuesday, December 11, 2012 at 5:00 PM EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

Wednesday, January 9, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
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.

SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

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

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

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

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

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

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

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

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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

[]	
[]	
[]	
[]	

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein 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.

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

\$1,000.00 per day per location for [redacted] for [redacted] downtime due to vendor failure.

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

- 30. 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.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

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

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

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

53. 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.

SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** West Virginia (WV) State Agencies are located throughout the state and will be identified specifically within each release order.

2. **Background and Current Operating Environment:**

According to the West Virginia State Code §5A-6-4e “the Chief Technology Officer shall oversee telecommunications services used by state spending units for the purpose of maximizing efficiency to the fullest possible extent”. In addition, generally, the Chief Technology Officer develops a “unified and integrated structure for information systems for all executive agencies” [West Virginia State Code, §5A-6-4a (11)].

Currently, WVOT has deployed over 7500 Cisco VoIP phones using Cisco Communications Manager Architecture. This system is integrated with the following:

- Cisco Unity Unified Messaging
- Cisco Unity Connection
- Cisco Gateways using VoIP Session Initiation Protocol (SIP) Trunks, Primary Rate Interface (PRI) Circuits, and Analog POTS (plain old telephone service) lines.
- Cisco Presence
- Cisco Contact Center Express
- Microsoft Office Communications Server (OCS)
- Cisco Survivable Remote Site Telephony (SRST)

The state is continually adding agencies, sites, and users to the Voice over Internet Protocol (VoIP) telephony system. As such, the need for flexible, efficient, and agile solutions is essential. The Chief Technology Officer periodically evaluates “the feasibility of subcontracting information technology resources and services, and to subcontract only those resources that are feasible and beneficial to the state” (West Virginia State Code, §5A-6-4a-11). Accordingly, with the purpose of providing a unified, integrated, and efficient state telecommunications infrastructure, the WVOT is looking for hosted VoIP solutions to service its immediate and future requirements.

3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
4. **Project and Goals:** The West Virginia Office of Technology (WVOT) is seeking proposals for a Hosted VoIP solution that will meet the needs of all West Virginia state agencies and allow the WVOT to provide future services to existing and new agencies/sites. The WVOT has invested millions of dollars into its existing Cisco telephony infrastructure and desires to preserve this investment. The proposed Infrastructure as a Service, i.e., Hosted VoIP solution, should address all features described in the mandatory requirements section of this RFP but is not limited to those requirements. WVOT is looking for the best Hosted VoIP solution that will meet the immediate

and future needs of the State of West Virginia, while providing integration with the existing environment. WVOT desires a cost effective, scalable, and modular solution that is compatible with its existing Cisco environment. The solution may eventually support approximately 20,000 users. Any Ethernet POE switches, remote routers, and phones required will be purchased by the state outside of this RFP on other contracts/bids.

The project objectives are:

.4.1 The West Virginia Office of Technology (WVOT) is seeking a Hosted VoIP solution that will meet the needs of all West Virginia State Agencies and allow the WVOT to provide future services to existing and new agencies/sites. It should:

- .1 Provide VoIP trunking capabilities from the hosted data center or to an on-premise gateway depending on the scenario.
- .2 Provide predictive dialing capabilities.
- .3 Provide an end-to-end system that allows the creation of subscription-based, “as-a-service” offerings.
- .4 Provide the ability for network integration implementation and support.
- .5 Provide the ability for Contact Center type (the state is currently using Cisco software implementation and support).
- .6 Provide the ability to manage network devices such as routers, gateways, and switches.
- .7 Provide redundant hardware platform, diverse redundant data connectivity, and redundant storage in the hosted data center.
- .8 Provide integration with current Presence functionality. (State is currently using Cisco Presence).
- .9 Provide the ability for software clients to run on smartphones to provide extension mobility for mobile users.
- .10 Provide the ability to separate state agencies/entities into separate logical systems, with the ability to provide security such as access control lists, virtual local area networks (VLANs), and firewalls to maintain separation between these agencies/entities if desired.
- .11 Provide “web portal” and an administrator to make system adds, moves, and changes.
- .12 If hosted VoIP trunking is not available, the vendor will be responsible for specifying in proposal how Public Switched Telephone Network (PSTN) access will be supported for each site.

.4.2 To purchase VoIP trunking solutions in order to offer a complete Hosted VoIP solution. The proposed VoIP trunking solution should have the capacity to offer:

- .1 Trunking for Hosted VoIP solutions.
- .2 Route diversity of voice traffic for disaster recovery / business continuity.
- .3 Use of excess IP bandwidth to carry voice traffic, potentially reducing overall costs.
- .4 As primary carrier access for in/out calls for some customer groups.
- .5 Overflow/redundancy for voice traffic from traditional voice trunks.

5. **Mandatory Requirements**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

- .1 Solution must meet Internal Revenue Service (IRS) requirements for Publication 1075 (including additional requirements for Publication 1075) for the life of agreement. The contract for this proposal/ acquisition must contain IRS Publication 1075 Exhibit 7 language as appropriate.

Publication 1075:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

Additional Requirements for Publication 1075:

<http://www.irs.gov/uac/Additional-Requirements-for-Publication-1075>

- .2 Provide call control for a minimum of 500 new and/ or existing VoIP Phones running Skinny Call Control Protocol (SCCP) or Session Initiation Protocol (SIP). Existing phones use CISCO SCCP.
- .3 Provide voicemail options, including the option to integrate (synchronize) with Microsoft Exchange Server 2010 and current industry standard. This will allow users the ability to listen to voicemail from their Exchange inbox or from the phone while synchronizing the voicemail and Exchange mailboxes.

- .4 Provide integration with Cisco routers running Survivable Remote Site Telephony (SRST) to support control and Public Switched Telephone Network (PSTN) connectivity if the data network fails.
- .5 Provide the ability for new or existing Cisco phones or equivalent to have encrypted voice streams on the State of West Virginia data network.
- .6 All voice calls station to station will not leave the State of West Virginia private data network.
- .7 Provide the ability to integrate with new and existing premise based Cisco Contact Center solutions, including Contact Center Express and Contact Center Enterprise.
- .8 Provide redundant electrical grid diversity, redundant UPS and generator backup, and 24x7 physical security in the Hosted Data Center. All data must reside in the United States and infrastructure must not route data offshore.
- .9 All Agency/user requests for service under this contract shall be submitted to WVOT by the spending unit via the written state contract order blanket release form WV-39 (see Attachment E) and the Telecommunications Change Request (TCR) (see Attachment D). These documents must designate the goods or services desired. The WVOT will submit the appropriate documents, upon approval, to the awarded vendor for Hosted VoIP services.

Agency/User Responsibilities

Forms must be sent to the WVOT by the agency or spending unit via:

- E-mail to a WVOT designee.
- E-mail to a WVOT mailbox that will be established.

WVOT Responsibilities

When the WVOT receives a Hosted VoIP service request from the Agency/user, it will:

- Work with the Agency to finalize the service request.
- Once approved by the appropriate agency spending unit and WVOT representatives, the WVOT designee will:
 - Entered the service request to the vendor via a web provided portal based on the vendor's ordering submittal process.
- WVOT will monitor service request until completion.
- WVOT will provide regular status updates to the Agency/user until service installation is completed.

Vendor Responsibilities

- Vendor will not accept forms submitted directly to the vendor by the spending unit. All approved forms must be submitted to the vendor by the WVOT.
 - The vendor's failure to conform to this requirement may result in non-payment of services.
- The vendor shall communicate electronically to the specified WVOT contact, at a minimum, once per week to WVOT with the TCR number, the vendor's work order number, and the requested service's due date.

.10 The WVOT Enterprise Project Management Office (EPMO) is responsible for reviewing and recommending information technology (IT) project proposal plans as well as the implementation of IT plans. The vendor shall provide a detailed project management plan including industry standard project management documents and the methodology stated in West Virginia state code (§5A-6-4b) <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=6#06>. All project plans shall be submitted to the WVOT EPMO for review and approval.

.11 The vendor shall comply with all requests for data return and data destruction.

.1 In the event the contract is terminated by either party, the Vendor will make available to the WVOT and Agency a copy of all data (file exports and/or database copy in the format determined by the state) 30 days prior to the contract termination without cost. Vendor will delete all live and archived copies of data upon notification by the WVOT or Agency that the data extract has been approved by the state agency. This data destruction must be documented and copies of documentation must be supplied to the WVOT and the Agency within 30 days of the approval for data destruction. The Vendor warrants that upon the request of WVOT, it will submit its data processing facilities for an audit of the measures referred to in this paragraph. Failure to comply with this requirement may result in additional penalties.

.12 E-RATE SERVICES: The services requested on this RFP must be provided by a telecommunications carrier - i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The school districts and libraries intend to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis. Vendor should agree that the schools' and libraries' portion of the cost for contracted services is contingent upon the availability and amount of the E-rate discount to WV public schools and libraries on a year by year basis.

The vendor must provide a copy of the completed Form 473 Service Provider Annual Certification upon request to the SLD.

The service provider must also be willing to provide discounted billing per E-rate rules. The vendor shall agree to invoice the SLD for the discount amount using the SLD approved forms and procedures. Vendor shall agree to invoice the schools and libraries only for the after-discount amount, or SLD's share of the contract price.

Throughout the life of the contract, vendor must comply with FCC program rules. These guidelines can be found in much greater detail by visiting <http://usac.org/sl/service-providers/default.aspx>. Vendor must register with the FCC and obtain a FCC registration number. See <https://fjallfoss.fcc.gov/coresWeb/publicHome.do> for more information about this requirement.

6. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or

add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

.1 Materials and Information Required at Oral Presentation: The vendor must conduct a complete presentation detailing how they will meet the project specifications outlined in this RFP.

SECTION FIVE: VENDOR PROPOSAL

- 1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

- 4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.
 - **Technical proposals** must not contain any cost information relating to the project.
 - **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

- 5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the WVOT evaluation committee.

- 6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

SECTION SIX: EVALUATION AND AWARD

- 1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

Qualifications and experience	
Evaluation Criteria	Available Points
Experience	20
Qualifications	15
Approach and methodology	
Evaluation Criteria	Available Points
Service and Support	15
References	10
Project Scope	10
Cost	
Cost	30
Total Points	100

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

2.3 Cost Evaluation:

Basic Monthly Plan

Basic plan functionality includes the features of the:

- ***IP Communications – Traditional Service*** listed in the service component table in Section 5 of Attachment A, the Vendor's Response section. This includes:
 - Call features
 - Ad hoc conferencing
 - Phone features
 - Fax/Modem support
 - Outgoing call routing traditional features
 - Incoming call routing traditional features
 - Directories

Standard Monthly Plan

Standard plan functionality includes the following:

- Basic plan features
- ***IP Communications – Advanced Services***
 - Usability Enhancements
 - Outgoing call routing advanced features
 - Incoming call routing advanced features
 - Soft phone
 - Web video support
- Basic voice mail
 - Messaging – Voicemail box
 - Messaging – Security
 - Messaging – Access
- Status and Presence Management
- Auto-Attendant

Enhanced Monthly Plan

Enhanced plan functionality includes the following:

- Standard plan features
- Integrated messaging (email, voicemail)
- Unified messaging
- Mobility
- Conferencing

Conceptual Cost Evaluation Model

Total number of users: 500

Total Monthly Costs

1. VoIP Solution Call Processing:
 - Basic Service: 50 users
 - Standard Service: 300 users
 - Enhanced Service: 150 users

2. Additional Monthly Charges
3. Data Connectivity to Data Center:
 - Charleston Connection

One Time Costs (please include hourly rates)

- Project Management
- Network Integration
- Solution Integration
- Integration to On-Premises Cisco Call Center Express
- Integration to MS Exchange
- Circuit Installation

Total 1st Year Cost: (Total Monthly Charges x 12) + Total One-Time Costs

The vendor proposal with the lowest total 1 year cost based on the conceptual cost evaluation model receives 30 points.

Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

The vendor should:

1. Provide firm and staff qualifications and experience in completing similar projects.

Vendor response:

- 1.1 Provide an organization chart identifying the Vendor's overall business structure and locations, including an explanation of the various services offered by the company.

Vendor's response:

- 1.2 Provide a minimum of three (3) current customer references. At least one (1) of these shall be from the public sector. All the references should be from accounts of a similar scope and complexity as the project outlined in this RFP. The telephone number and e-mail address of each reference shall be provided.

Vendor's response:

2. Vendor should provide resumes of proposed project team members which provide adequate combined experience indicating a minimum of three (3) years of experience with all aspects of a Call Contact Center. Include copies of any staff certification or degrees applicable to this project. All resumes will be verified for accurate information.

- 2.1 Describe and provide names, resumes and responsibilities for the dedicated account team.

Vendor's response:

- 2.2 Provide qualifications, resumes, and past experience for the people designated to be on the Services and Implementation teams.

Vendor's response:

- 2.3 The vendor should list a minimum of two (2) references, including point of contact, phone number and address.

Vendor's response:

3. Vendor should include the reference's point of contact (POC) for the applicable Client Project Lead for each installation. This information should consist of the POC name; job title; project title (if different than standard

job title); phone number, with extension; e-mail address; fax number; physical work location address (PO boxes are not acceptable); and the entity for which the work was performed.

Vendor's response:

4. Vendor's response should provide a minimum of two (2) successful projects related to a Hosted VoIP system. **The referenced projects should have a successful completed implementation.** Projects that are in process, but not completed, may be used as options. The Vendor should have had primary responsibility (not acting as sub-contractor) for the various phases of the projects including: analysis, design, construction, pilot phases, and implementation. Projects where the Vendor's services have been provided as the primary, or are still in the process of being in place, may not satisfy this requirement. Clearly describe the goals and objectives and how they were met on those projects. Identify projects by position as prime Vendor, or as subcontractor, and describe the nature and extent of the involvement.

Vendor's response:

List project goals and objectives contained in Section 4, Subsection 4:

Project Goal

The West Virginia Office of Technology (WVOT) is seeking a Hosted VoIP solution that will meet the needs of all West Virginia State Agencies and allow the WVOT to provide future services to existing and new agencies/sites. The solution should address all features described in the project goals and objectives section but is not limited to those requirements. WVOT is looking for the best Hosted VoIP solution that will meet the immediate and future needs of the State of West Virginia, while providing integration with the existing environment. The Ethernet POE switches, remote routers, and phones required will be purchased by the state outside of this RFP on other contracts/bids. The switches and routers will be installed prior to the installation of the awarded solution.

The vendor must duplicate the following table in their response submission and complete it by answering each specification. Under each specification is a blank response box for the vendor to describe how their proposed solution meets the specification. The descriptions should be clear, concise, and kept to a maximum of 4,000 characters (approximately one page using Arial font, 10 point). If necessary, the vendor may provide supporting documentation, e.g., architecture diagrams, whitepapers, etc., as attachments to their response. Any supplemental material provided should be referenced with the associated specification numbers from the table below. Supplemental material other than solution and architectural diagrams will be reviewed for reference only and will not be scored.

The project objectives are:

.1 The West Virginia Office of Technology (WVOT) is seeking a Hosted VoIP solution that will meet the needs of all West Virginia State Agencies and allow the WVOT to provide future services to existing and new agencies/sites. It should:

.1 Provide VoIP trunking capabilities from the hosted data center or to an on-premise gateway depending on the scenario.

.2 Provide predictive dialing capabilities.

- .3 Provide an end-to-end system that allows the creation of subscription-based, “as-a-service” offerings.
 - .4 Provide the ability for network integration implementation and support.
 - .5 Provide the ability for Cisco Contact Center software implementation and support.
 - .6 Provide the ability to manage network devices such as routers, gateways, and switches.
 - .7 Provide redundant hardware platform, diverse redundant data connectivity, and redundant storage in the hosted data center.
 - .8 Provide integration with or hosted functionality of Cisco Presence.
 - .9 Provide the ability for software clients to run on smartphones to provide extension mobility for mobile users.
 - .10 Provide the ability to separate state agencies/entities into separate logical systems, with the ability to provide security such as access control lists, virtual local area networks (VLANs), and firewalls to maintain separation between these agencies/entities if desired.
 - .11 Provide a “web portal” and an administrator to make system adds, moves, and changes.
 - .12 If hosted VoIP trunking is not available, the vendor will be responsible for specifying in proposal how Public Switched Telephone Network (PSTN) access will be supported for each site.
- .4.2 To purchase VoIP trunking solutions in order to offer a complete Hosted VoIP solution. The proposed VoIP trunking solution should have the capacity to offer:
- .1 Trunking for Hosted VoIP solutions.
 - .2 Route diversity of voice traffic for disaster recovery / business continuity.
 - .3 Use of excess IP bandwidth to carry voice traffic, potentially reducing overall costs.
 - .4 As primary carrier access for in/out calls for some customer groups.
 - .5 Overflow/redundancy for voice traffic from traditional voice trunks.

HOSTED VOIP SOLUTION DESCRIPTION

**Specification
Number**

Specification

VOIP-1

Please provide an overview of your capabilities to provide a fully managed VoIP Solution with integration to our existing telephony solutions.

Vendor's response:

VOIP-2 Describe your Hosted VoIP solution. Include information on the hardware, architecture used in the solution and packages/services available to the state.

Vendor's response:

VOIP-3 Describe your company's operational model for a Hosted VoIP solution. Please include your operational model with credentials. Also include the resumes of some of the Key Contributors of this team and certifications. Also explain your 2nd Day support model.

Vendor's response:

VOIP-4 Please provide information about your service level agreements (SLAs) around your hosted VoIP Services.

Vendor's response:

VOIP-5 Provide a detailed service description of your solution including information about your Data Center / Network Operations Center.

Vendor response:

VOIP-6 Provide a detailed list of your package offerings of your Hosted VoIP solution and any additional add on options.

Vendor's response:

VOIP-7 Please provide a list of your access options for your Hosted VoIP solution and details around quality of service controls and security. Also verify if you solution will allow for third party access.

Vendor's response:

VOIP-8 The state of West Virginia desires this Hosted VoIP solution to provide an additional suite of collaboration applications. Please specify which applications are included in your service, are they purchased individually, or are the applications structured in packages?

Vendor's response:

VOIP-9 Please provide a description of the user interface and architecture specifically to how mobile devices such as smartphones are integrated into your solution. Please list any devices that your platform supports.

Vendor's response:

VOIP-10 Please provide a list of what equipment the State of West Virginia is required to provide for the initial integration.

Vendor's response:

VOIP-11 Describe what deployment scenarios, e.g., hybrid, private, etc., are supported with your Hosted VoIP solution.

Vendor's response:

VOIP-12 Describe the standard call features supported by your solution, for example, call forwarding, call transfer, call hold etc.

Vendor's response:

VOIP-13 Please provide a list of approved desktop phones supported by the proposed Hosted VoIP solution. The State of West Virginia understands that this list will change over time and requires that this list be updated annually.

Vendor's response:

VOIP-14 Describe the messaging features available with your Hosted VoIP solution.

Vendor's response:

VOIP-15 Describe, if any, the integrated presence and instant messaging features available with your hosted UC platform.

Vendor's response:

VOIP-16 Describe how your solution supports "Single Number Reach" capabilities.

Vendor's response:

VOIP-17 Describe the audio, web, and video conferencing capabilities integrated into your proposed solution.

Vendor's response:

VOIP-18 Describe the interactive voice response (IVR) features available with your Hosted VoIP solution.

Vendor's response:

VOIP-19 Describe how moves, adds, changes and deletes are handled.

Vendor's response:

VOIP-20 Please provide a representative, but detailed project management plan, which includes items such as methodology, task outline, WBS, timelines around implementation steps and planning along with migration tracking and steps. Include a work responsibility matrix that identifies the tasks the vendor will perform and the tasks the State of West Virginia is expected to perform to successfully implement the new system.

Vendor's response:

VOIP-21 Please provide a complete security write up around your hosted solution. This should include information about the data center security, network security and Unified Communications (UC) security. In addition, please discuss recorded call security.

Vendor's response:

VOIP-22 Describe, if available, how your solution provides the ability to separate state agencies/entities into separate logical systems, with the ability to provide security such as access control lists, virtual local area networks (VLANs), and firewalls to maintain separation between these agencies/entities if desired

Vendor's response:

VOIP-23 Describe how the solution supports the protection and remediation of voice mail spam, eavesdropping and redirection.

Vendor's response:

VOIP-24 Please provide information on your platforms reporting capabilities and the capabilities of it to report on the State's existing communication systems that might be integrated into the new UC solution.

Vendor's response:

VOIP-25 Describe your solution's 911 functionality. Even though E911 is not a requirement at this point, please specify how your Hosted VoIP Solution supports E911 requirements, including responsibility for updating E911 databases to reflect location of end user devices and clients.

Vendor's response:

VOIP-26 Describe how a technology refresh would be accomplished for duration of the contract.

Vendor's response:

VOIP-27 Describe the training associated with the proposed Hosted VoIP Solution.

Vendor's response:

VOIP-28 Describe the mobility features of your solution.

Vendor's response:

VOIP-29 Describe how PSTN access will be supported in the event hosted VoIP trunking services is not available for procurement.

Vendor's response:

VOIP-30 Describe your approach to the planning and implementation of the entire lifecycle of the project.

Vendor's response:

VoIP-31 Describe your approach to eliciting end user requirements.
Vendor's response:

VOIP-32 Describe how project status will be communicated to the State of West Virginia.
Vendor's response:

VOIP-33 Describe your reporting and escalation procedures for service outages.
Vendor's response:

VOIP-34 Describe your integration with Cisco Presence.
Vendor's response:

VOIP-35 Describe your solution's methods/tools for-an administrator to make system adds, moves, and changes.
Vendor's response:

4.2 Objective 2: The State of West Virginia is seeking the ability to purchase VoIP trunking solutions in order to offer a complete Hosted VoIP solution. Vendors wishing to provide VoIP trunking services must respond to the following requirements and information requests.

The vendor must duplicate the following table in their response submission and complete it by answering each specification. Under each specification is a blank response box for the vendor to describe how their proposed solution meets the specification. The descriptions should be clear, concise, and kept to a maximum of 4,000 characters (approximately one page using Arial font, 10 point). If necessary, the vendor may provide supporting documentation, e.g., architecture diagrams, whitepapers, etc., as attachments to their response. Any supplemental material provided should be referenced with the associated specification numbers from the table below. Supplemental material other than solution and architectural diagrams will be reviewed for reference only and will not be scored.

VOIP TRUNKING SOLUTIONS DESCRIPTION

Specification Number	Description
VOIPTRK-1	VoIP Trunking: The State of West Virginia is interested in IP-based voice trunks for a number of applications. They include: Trunking for Hosted VoIP Solutions. Route diversity of voice traffic for disaster recovery / business continuity Ability to use excess IP bandwidth to carry voice traffic, potentially

reducing overall costs
 As primary carrier access for in/out calls for some customer groups.
 Overflow/redundancy for voice traffic from traditional voice trunks

Vendor's response:

VOIPTRK-2 Connection points: Specify available locations/connection points on your network where VoIP traffic could be routed to the public switched telephone network. Include a description of your ability to provide SIP trunks from an alternate connection point from your traditional voice trunks, offering The State of West Virginia a diverse path for voice traffic.

Vendor's response:

Please provide information about your VoIP trunking services call routing capabilities to handle local, toll, or any combinations of those services along with the ability to provide inbound local toll/toll free calling.

Vendor's response:

VOIPTRK-3 Trunk capacity: Specify your available options for SIP trunk capacity, including the minimum required service, and the number of simultaneous calls that can be supported for each option using standard compression formats (including no compression.)

Vendor's response:

VOIPTRK-4 Please provide a list of your access options for your VoIP trunking services and detail around Quality of Service controls and security.

Vendor's response:

VOIPTRK-5 Specify what brands/models of VoIP switches, call control systems, etc. are certified and/or tested for interoperability with your VoIP trunking services.

Vendor's response:

VOIPTRK-6 Additional required equipment: Provide a current listing and description of any additional equipment or devices required for The State of West Virginia to utilize your VoIP trunking services on SIP enabled (or using a gateway to support non-SIP enabled) Private Branch Exchange (PBX) or soft switch devices. For each, specify if The State of West Virginia is responsible for providing, or if the vendor includes it as part of the offering. If additional cost is involved, include this in the Cost section. The State understands that this list will change over time and requires that this list be updated annually.

Vendor's response:

VOIPTRK-6 Vendor should state the ability to port existing telephone numbers on The State of West Virginia's existing POTS, Centrex, and/or PRI circuits to your VoIP trunking services. Include details regarding your number porting process as part of the installation/transition process, including any restrictions on number porting (e.g., ability to port numbers individually versus in contiguous blocks). As described previously, The State of West Virginia will need to retain existing published Centrex numbers. If The State of West Virginia elects to install VoIP trunking at one or more locations to migrate existing DIDs, the vendor must provide the ability to port existing DIDs over to their service.

Vendor's response:

VOIPTRK-7 Installation period: Describe the typical installation period for new VoIP trunking services.

Vendor's response:

VOIPTRK-8 Identify your capability to selectively block calls to specified services (e.g., 411) on individual of groups of circuits at the request of The State of West Virginia.

Vendor's response:

VOIPTRK-9 Provide a copy of the applicable service level agreement (SLA) or comparable document for proposed VoIP trunking services.

Vendor's response:

VOIPTRK-10 Please provide information on your reporting capabilities.

Vendor's response:

VOIPTRK-11 Please provide information related to optional services and technologies.

Vendor's response:

5. Solution's Features

Please indicate below the items your solution will provide by placing an X in the vendor's response column beside each item your platform will support. Please provide additional information in description column.

Service Component	Vendor's Response	Description
BASIC PACKAGE: 1. IP Communications - Traditional Service <ul style="list-style-type: none"> • Call Features: Call Preservation for Active Calls, Barge, Call Forward, Call Hold/Resume, Call Park, 		

Service Component	Vendor's Response	Description
<p>Call Pickup and Group Call Pickup, Call Transfer, Client Matter Codes (CMC), Forced Authentication Codes, Do Not Disturb, On-Hook and Off-Hook Dialing, Join across lines (allows user to join callers from different lines), and international dialing</p> <ul style="list-style-type: none"> ● Ad hoc Conferencing ● Phone Features: Hands-free Speakerphone support, Audible and Visual Indication of Ringing Line, Call Status per Line, Mappable Soft Keys, Answer/Release, user-configurable ring setting ● Fax/Modem Support: Fax/Modem over IP ● Outgoing Call Routing: Direct Outward Dial (DOD), Abbreviated dialing ● Incoming Call Routing: Direct Inward Dial (DID), Auto Answer, Calling Line ID, Calling Name ID, Dialed Number ID Service (DNIS), Unassigned Directory Numbers ● Directories: Personal Address Book, Directories, LDAP Support <p>STANDARD PACKAGE:</p> <ol style="list-style-type: none"> 1. Basic Package Functionality 2. IP Communications - Advanced Service <ul style="list-style-type: none"> ● Usability Enhancements: Privacy, Extension Mobility ● Outgoing Call Routing: Click-to-Call and Click-to-Dial, Toll Restriction, Multiple Line Appearances ● Incoming Call Routing: Multiple Calls per Line, Hunt Groups, Select Specified Line Appearance, Shared/Bridged Line Appearances, Call Coverage ● Soft phone ● Support for web video 3. Voice Mail: <p>Messaging - Voicemail Box</p> <ul style="list-style-type: none"> ● Record multiple personal greetings ● Can specify after-greeting action ● Can send notifications for messages from a particular user or phone number ● Can create private distribution list and send messages to this list <p>Messaging – Security</p> <ul style="list-style-type: none"> ● Password and PIN policy options ● Call restriction tables to prevent toll fraud ● Secure private messaging ● Voice message aging policies ● HTTPS for secure web access ● Security event logging <p>Messaging – Access</p> <ul style="list-style-type: none"> ● Process messages and play messages 		

Service Component	Vendor's Response	Description
<ul style="list-style-type: none"> ● Address message to multiple recipients ● Remove introductions to forwarded messages ● Search for messages by name, caller ID, phone number, extension ● Mark messages as regular, urgent, or private ● Create secure messages (no playback when sent outside of company) ● Record messages for future delivery ● Request return receipts for recorded messages ● Live recording of conversation with recording sent to mailbox ● Live reply (Internal and external callers) - immediately reply to messages from other users ● Address messages by extension or by name ● Message delivery to non-subscribers or subscribers at non-office telephone numbers <p>4. Auto Attendant</p> <ul style="list-style-type: none"> ● Connect quickly with right person using voice ● Department / Manager attendant console ● Agency / Entity attendant console ● Enterprise attendant console, Manager attendant console <p>5. Presence and Status</p>		
<p>ENHANCED PACKAGE:</p> <p>1. Standard Package Functionality</p> <p>2. Integrated Messaging</p> <p>Integrated Email, Voicemail</p> <ul style="list-style-type: none"> ● View email, voicemail, fax messages together from an IMAP client: Microsoft - Outlook, IBM Lotus Notes, Entourage for Mac ● ViewMail for Outlook and ViewMail for Notes plug-ins to allow users to compose, reply to, forward, play, rewind, or pause messages from mail client ● Notification alert by SMS for receipt of voicemail, emails, faxes, dispatch messages, calendar appointments and meetings: Notification content includes name of sender, originating phone number if sender name not available, messages marked as urgent or private ● SMS message sent for each message or list of messages <p>3. Unified Messaging</p> <p>Speech-Enabled Messaging, Email, and Calendar Access</p> <ul style="list-style-type: none"> ● Access appointments in Microsoft Exchange calendar from phone ● Access emails from phone ● List and play email message attachments ● Process voicemail messages by voice 		

Service Component	Vendor's Response	Description
<ul style="list-style-type: none">● Play voicemail messages by voice● Edit and manage personal greetings by voice● Speak voicemail passwords, time, and dates <p>Speech-to-Text</p> <ul style="list-style-type: none">● Speech-to-text transcription of voicemail messages <p>4. Mobility</p> <ul style="list-style-type: none">● Allow incoming call to an enterprise user to be offered to the user's IP desk phone as well as a remote destination such as a cellular phone.● Direct Inward System Access (DISA) - enable mobility-enabled users who are outside the enterprise to make calls as though they are directly connected to call manager. <p>5. Conferencing</p> <ul style="list-style-type: none">● Audio conferencing● Video conferencing● Web conferencing● Meet Me conferencing		

Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection 5:

SPECIFICATION

4.5.1 Solution must meet Internal Revenue Service (IRS) requirements for Publication 1075 (including additional requirements for Publication 1075) for the life of agreement. The contract for this proposal/ acquisition must contain IRS Publication 1075 Exhibit 7 language as appropriate.

Publication 1075:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

Additional Requirements for Publication 1075:

<http://www.irs.gov/uac/Additional-Requirements-for-Publication-1075>

4.5.2 Provide call control for existing and new VoIP Phones running Skinny Call Control Protocol (SCCP) or Session Initiation Protocol (SIP).

4.5.3 Provide voicemail options, including the option to integrate (Synchronize) with Microsoft Exchange Server 2010. This will allow users the ability to listen to voicemail from their Exchange inbox or from the phone while synchronizing the voicemail and Exchange mailboxes.

4.5.4 Provide integration with Cisco routers running Survivable Remote Site Telephony (SRST) to support control and Public Switched Telephone Network (PSTN) connectivity if the data network fails.

4.5.5 Provide the ability for new or existing Cisco phones to have encrypted voice streams on the State of West Virginia data network.

4.5.6 All voice calls placed station to station will not leave the State of West Virginia private data network.

4.5.7 Provide the ability to integrate with new and existing premise based Cisco Contact Center solutions, including Contact Center Express and Contact Center Enterprise.

4.5.8 Hosted Data Center must have redundant electrical grid diversity, redundant UPS and generator backup, and 24x7 physical security. All data must reside in the United States and infrastructure must not route data offshore.

4.5.9 All Agency/user requests for service under this contract shall be submitted to WVOT by the spending unit via the written state contract order blanket release form WV-39 (see Attachment E) and the Telecommunications Change Request (TCR) (see Attachment D). These documents must designate the goods or services desired. The WVOT will submit the appropriate documents, upon approval, to the awarded vendor for Hosted VoIP services.

Agency/User Responsibilities

Forms must be sent to the WVOT by the agency or spending unit via:

- E-mail to a WVOT designee.
- E-mail to a WVOT mailbox that will be established.

WVOT Responsibilities

When the WVOT receives a Hosted VoIP service request from the Agency/user, it will:

- Work with the Agency to finalize the service request.
- Once approved by the appropriate agency spending unit and WVOT representatives, the WVOT designee will:
 - Entered the service request to the vendor via a web provided portal based on the vendor's ordering submittal process.
- WVOT will monitor service request until completion.
- WVOT will provide regular status updates to the Agency/user until service installation is completed.

Vendor Responsibilities

- Vendor will not accept forms submitted directly to the vendor by the spending unit. All approved forms must be submitted to the vendor by the WVOT.
 - The vendor's failure to conform to this requirement may result in non-payment of services.
- The vendor shall communicate electronically to the specified WVOT contact, at a minimum, once per week to WVOT with the TCR number, the vendor's work order number, and the requested service's due date.

4.5.10 The WVOT Project Management Office (PMO) is responsible for reviewing and recommending information technology (IT) project proposal plans as well as the implementation of IT plans. The WVOT PMO is responsible for ongoing project performance and requires regular project progress reporting from the vendor project management team. This reporting includes status reports, issues tracking logs, risks log, etc. The vendor shall provide a high level project management plan including key components such as project charter, issue tracking, statement of work (SOW), work breakdown structure (WBS), implementation schedule (entire lifecycle), in accordance with industry standard project management methodology and the methodology stated in West Virginia state code (§5A-6-4b)

<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=6#06>. This plan shall be submitted to the WVOT PMO prior to project initiation.

4.5.11 The vendor shall comply with all requests for data return and data destruction. In the event the contract is terminated by either party, the Vendor will make available to the WVOT and Agency a copy of all data (file exports and/or database copy in the format determined by the state) 30 days prior to the contract termination without cost. Vendor will delete all live and archived copies of data upon notification by the WVOT or Agency that the data extract has been approved by the state agency. This data destruction must be documented and copies of documentation must be supplied to the WVOT and the Agency within 30 days of the approval for data destruction. The Vendor warrants that upon the request of WVOT, it will submit its data processing facilities for an audit of the measures referred to in paragraph. Failure to comply with these requirements may result in additional penalties.

4.5.12 (Vendor should provide supporting documentation that demonstrates fulfillment of this requirement.)

E-RATE SERVICES: The services requested on this RFP must be provided by a telecommunications carrier - i.e., an organization recognized by the FCC as providing telecommunications services on a common carrier basis. The State anticipates that some or all of the Services provided by the Vendor may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The school districts and libraries intend to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis. Vendor should agree that the schools' and libraries' portion of the cost for contracted services is contingent upon the availability and amount of the E-rate discount to WV public schools and libraries on a year by year basis.

Vendor must timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the vendor. The vendor must provide a copy of the completed Form 473 upon request. This form is available on the SLD's website at www.sl.universalservice.org in the Forms section.

Vendor should provide a Service Provider Identification Number (SPIN) with the bid proposal. If a vendor does not currently have a SPIN but would like to apply for one, the vendor must submit a completed FCC Form 498 to the E-rate program administrator, the Schools and Libraries Division of the Universal Service Administrative Company ("SLD"). The form is available on the SLD's website at: www.usac.org/sl in the Forms section. If the vendor is unable to obtain a SPIN before the deadline for responding to this Request, the vendor may attach its completed FCC Form 498 and proof that the form was submitted to the SLD (for example, Postal Form 3817 or a copy of the envelope bearing the postmark date of the mailing of the form; or email confirmation, etc.). Call the Schools and Libraries Division at 888-203-8100 for additional information.

The service provider must also be willing to provide discounted billing per E-rate rules. Vendor shall agree to invoice the Schools and Libraries Division for the discount amount using the SLD approved forms and procedures. Vendor shall agree to invoice the schools and libraries only for the after-discount amount, or SLD's share of the contract price, if selected by the school or library billed entity. Vendor should agree that all invoices will separate ineligible E-rate services and equipment from eligible E-rate services and equipment. Vendor should agree to assist the schools or libraries in resolving any administrative issues that arise from the USF program.

Throughout the life of the contract, bidder must comply with FCC program rules. These guidelines can be found in much greater detail by visiting <http://usac.org/sl/service-providers/default.aspx>. Vendor must register with the FCC and obtain a FCC registration number. See

<https://fjallfoss.fcc.gov/coresWeb/publicHome.do> for more information about this requirement. Vendor should provide their FCC registration number.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should clearly marked.

EXAMPLE:

VOIP13: Cost Sheet						
A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package	\$1.00	50		\$50.00	12	\$600.00
Standard Package	\$2.00	300		\$600.00	12	\$7,200.00
Enhanced Package	\$3.00	150		\$450.00	12	\$5,400.00
Total Call Control Monthly Charges						\$13,200.00
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection	Copper RJ45	Ethernet	100	\$10.00	12	\$120.00
Total Data Connectivity Monthly Charge						\$120.00
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration				\$1.00	12	\$12.00
Fee 2-Federal Universal Service				\$1.00	12	\$12.00
Fee				\$0.00	12	\$0.00
Total Additional Monthly Charges						\$24.00
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						\$13,344.00

B) One-Time Fees			
Implementation Services and Miscellaneous Costs and Fees			
<i>NOTE: All hourly rates quoted must be fully "loaded" to capture all direct and overhead expenses,</i>			
	Cost Per Hour	Estimated Hours	Total
Project Management Services			
Position: Project Manager	\$150.00	100	\$15,000.00
Subtotal		100	\$15,000.00
Network Integration Services			
Position: Network Engineer	\$ 125.00	100	\$12,500.00
Subtotal		100	\$12,500.00
Solution Integration Services			
Position: Solution Architect	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Integration to Contact Center Applications			
Position: Contact Center Specialist	\$ 150.00	100	\$15,000.00
Subtotal		100	\$15,000.00
Integration to Microsoft (MS) Exchange			
Position: Network Engineer	\$ 125.00	100	\$12,500.00
Subtotal		100	\$12,500.00
Circuit Integration			
Position: Account Management	\$ -	100	\$0.00
Subtotal		100	\$0.00
Other Services			
Position:		100	\$0.00
Subtotal			
Services Total			\$150,000.00

C. Total One Year Cost			
A.1 VOIP Solution Call Control			\$13,200.00
A.2 Data Connectivity to Data Center			\$120.00
A.3 Additional Monthly Charges			\$24.00
B. One Time Fees			\$150,000.00
TOTAL for Evaluation:			
C. Total One Year Cost = (Total Monthly Charges times 12 months + Total One-Time Fees)			\$163,344.00

Note: Hours are estimates for bid evaluation purposes only; actual hours may be more or less at the Agency's discretion.

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should clearly marked.

Vendors should complete the cost sheet below. Failure to complete may result in the disqualification of the vendor's proposal.

VOIP13: Cost Sheet						
A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package		50			12	
Standard Package		300			12	
Enhanced Package		150			12	
Total Call Control Monthly Charges						
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection					12	
Total Data Connectivity Monthly Charge						
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration					12	
Fee 2-Federal Universal Service					12	
Fee					12	
Total Additional Monthly Charges						
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						

B) One-Time Fees			
Implementation Services and Miscellaneous Costs and Fees			
<i>NOTE: All hourly rates quoted must be fully "loaded" to capture all direct and overhead expenses,</i>			
	Cost Per Hour	Estimated Hours	Total
Project Management Services			
Position: Project Manager		100	
Subtotal		100	
Network Integration Services			
Position: Network Engineer		100	
Subtotal		100	
Solution Integration Services			
Position: Solution Architect		100	
Subtotal		100	
Integration to Contact Center Applications			
Position: Contact Center Specialist		100	
Subtotal		100	
Integration to Microsoft (MS) Exchange			
Position: Network Engineer		100	
Subtotal		100	
Circuit Integration			
Position: Account Management		100	
Subtotal		100	
Other Services			
Position:		100	
Subtotal			
Services Total			

C. Total One Year Cost			
A.1 VOIP Solution Call Control			
A.2 Data Connectivity to Data Center			
A.3 Additional Monthly Charges			
B. One Time Fees			
TOTAL for Evaluation:			
C. Total One Year Cost = (Total Monthly Charges times 12 months + Total One-Time Fees)			

Note: Hours are estimates for bid evaluation purposes only; actual hours may be more or less at the Agency's discretion.

Attachment D: Telecommunications Change Request (TCR) Form for Hosted Voice over Internet Protocol (VoIP) Telephony

The TCR form is an internal WVOT document used to authorize internal telecommunication service requests. It is used to share and track information between agencies and service providers for the purpose of providing requested telecommunication services.

Agency Detail Click here to enter text.		TCR# (WVOT Only): Click here to enter text.	
VoIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)			
*Agency: Click here to enter text.		Division: Click here to enter text.	
*Agency Contact: Click here to enter text.		*Phone # Click here to enter text.	*Fax #: Click here to enter text.
*On-Site Contact: Click here to enter text.		*Phone # Click here to enter	*Fax #: Click here to enter text.
PAS Number/Account Number: Click here to enter text.		Designated Approval Authority: Click here to enter text.	
Service Component			Check the box of service(s) desired
IP Communications - Traditional Service			
Call Features: Call Preservation for Active Calls, Barge, Call Forward, Call Hold/Resume, Call Park, Call Pickup and Group Call Pickup, Call Transfer, Client Matter Codes (CMC), Forced Authentication Codes, Do Not Disturb, On-Hook and Off-Hook Dialing, Join across lines (allows user to join callers from different lines), and international dialing			<input type="checkbox"/>
Conferencing: Ad hoc Conferencing (number based on DSP)			<input type="checkbox"/>
Phone Features: Hands-free Speakerphone support, Audible and Visual Indication of Ringing Line, Call Status per Line, Mappable Soft Keys, Answer/Release, user-configurable ring setting			<input type="checkbox"/>
Fax/Modem Support: Fax/Modem over IP			<input type="checkbox"/>
Outgoing Call Routing: Direct Outward Dial (DOD), Abbreviated dialing			<input type="checkbox"/>
Incoming Call Routing: Direct Inward Dial (DID), Auto Answer, Calling Line ID, Calling Name ID, Dialed Number ID Service (DNIS), Unassigned Directory Numbers			<input type="checkbox"/>
Directories: Personal Address Book, Directories, LDAP Support			<input type="checkbox"/>
IP Communications - Advanced Service			
Usability Enhancements: Privacy, Extension Mobility			<input type="checkbox"/>
Outgoing Call Routing: Click-to-Call and Click-to-Dial, Toll Restriction, Multiple Line Appearances			<input type="checkbox"/>
Incoming Call Routing: Multiple Calls per Line, Hunt Groups, Select Specified Line Appearance, Shared/Bridged Line Appearances, Call Coverage			<input type="checkbox"/>
Soft phone			<input type="checkbox"/>
Support for web video			<input type="checkbox"/>

Agency Detail Click here to enter text.		TCR# (WVOT Only): Click here to enter text.	
VoIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)			
*Agency: Click here to enter text.		Division: Click here to enter text.	
*Agency Contact: Click here to enter text.		*Phone #: Click here to enter text.	*Fax #: Click here to enter text.
*On-Site Contact: Click here to enter text.		*Phone #: Click here to enter text.	*Fax #: Click here to enter text.
PAS Number/Account Number: Click here to enter text.		Designated Approval Authority: Click here to enter text.	
Service Component			Check the box of service(s) desired
Outbound Call Flow: Predictive Dialing capabilities			<input type="checkbox"/>
Phone sets			
Cisco Unified IP Phone Series 6900 and 7900			<input type="checkbox"/>
Cisco Unified IP Phone Series 8900 and 9900 with optional video camera			<input type="checkbox"/>
Cisco Unified IP Phones 7935 and 7937G (conference phones)			<input type="checkbox"/>
Messaging - Voicemail Box			
Record multiple personal greetings			<input type="checkbox"/>
Can specify after-greeting action			<input type="checkbox"/>
Can send notifications for messages from a particular user or phone number			<input type="checkbox"/>
Can create private distribution list and send messages to this list			<input type="checkbox"/>
Messaging – Security			
Password and PIN policy options			<input type="checkbox"/>
Call restriction tables to prevent toll fraud			<input type="checkbox"/>
Secure private messaging			<input type="checkbox"/>
Voice message aging policies			<input type="checkbox"/>
HTTPS for secure web access			<input type="checkbox"/>
Security event logging			<input type="checkbox"/>
Messaging – Access			
Process messages and play messages			<input type="checkbox"/>
Address message to multiple recipients			<input type="checkbox"/>
Remove introductions to forwarded messages			<input type="checkbox"/>
Search for messages by name, caller ID, phone number, extension			<input type="checkbox"/>
Mark messages as regular, urgent, or private			<input type="checkbox"/>
Create secure messages (no playback when sent outside of company)			<input type="checkbox"/>
Record messages for future delivery			<input type="checkbox"/>
Request return receipts for recorded messages			<input type="checkbox"/>
Live recording of conversation with recording sent to mailbox			<input type="checkbox"/>
Live reply (Internal and external callers) - immediately reply to messages from other users			<input type="checkbox"/>
Address messages by extension or by name			<input type="checkbox"/>
Message delivery to non-subscribers or subscribers at non-office telephone numbers			<input type="checkbox"/>
Integrated Email, Voicemail			
View email, voicemail, fax messages together from an IMAP client: Microsoft - Outlook, IBM Lotus Notes, Entourage for Mac			<input type="checkbox"/>

Agency Detail Click here to enter text.		TCR# (WVOT Only): Click here to enter text.	
VoIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)			
*Agency: Click here to enter text.		Division: Click here to enter text.	
*Agency Contact: Click here to enter text.		*Phone #: Click here to enter text.	*Fax #: Click here to enter text.
*On-Site Contact: Click here to enter text.		*Phone #: Click here to enter text.	*Fax #: Click here to enter text.
PAS Number/Account Number: Click here to enter text.		Designated Approval Authority: Click here to enter text.	
Service Component			Check the box of service(s) desired
ViewMail for Outlook and ViewMail for Notes plug-ins to allow users to compose, reply to, forward, play, rewind, or pause messages from mail client			<input type="checkbox"/>
Notification alert by SMS for receipt of voicemail, emails, faxes, dispatch messages, calendar appointments and meetings: Notification content includes name of sender, originating phone number if sender name not available, messages marked as urgent or private			<input type="checkbox"/>
SMS message sent for each message or list of messages			<input type="checkbox"/>
Visual Voicemail			
View voice messages like email on Cisco IP Phone display			<input type="checkbox"/>
Auto Attendant			
Connect quickly with right person using voice			<input type="checkbox"/>
Department / Manager attendant console			<input type="checkbox"/>
Agency / Entity attendant console			<input type="checkbox"/>
Enterprise attendant console, Manager attendant console			<input type="checkbox"/>
Speech-Enabled Messaging, Email, and Calendar Access			
Access appointments in Microsoft Exchange calendar from phone			<input type="checkbox"/>
Access emails from phone			<input type="checkbox"/>
List and play email message attachments			<input type="checkbox"/>
Process voicemail messages by voice			<input type="checkbox"/>
Play voicemail messages by voice			<input type="checkbox"/>
Edit and manage personal greetings by voice			<input type="checkbox"/>
Speak voicemail passwords, time, and dates			<input type="checkbox"/>
Speech-to-Text			
• Speech-to-text transcription of voicemail messages			<input type="checkbox"/>
Conferencing			
• Audio conferencing			<input type="checkbox"/>
• Video conferencing			<input type="checkbox"/>
• Web conferencing			<input type="checkbox"/>
• Meet Me conferencing			<input type="checkbox"/>
Mobility			
• Allow incoming call to an enterprise user to be offered to the user's IP desk phone as well as a remote destination such as a cellular phone.			<input type="checkbox"/>
• Direct Inward System Access (DISA) - enable mobility-enabled users who are outside the enterprise to make calls as though they are directly connected to call manager.			<input type="checkbox"/>
Contact Center			
• Automatic Call Distributor (ACD)			

Agency Detail Click here to enter text.		TCR# (WVOT Only): Click here to enter text.	
VoIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)			
*Agency: Click here to enter text.		Division: Click here to enter text.	
*Agency Contact: Click here to enter text.		*Phone # Click here to enter text.	*Fax #: Click here to enter text.
*On-Site Contact: Click here to enter text.		*Phone # Click here to enter	*Fax #: Click here to enter text.
PAS Number/Account Number: Click here to enter text.		Designated Approval Authority: Click here to enter text.	
Service Component			Check the box of service(s) desired
• Interactive Voice Response (IVR)			
• Outbound option - Predictive dialing			

Attachment E: WV-39 Release Order

The WV-39 document serves as the West Virginia Department of Administration Purchasing Division's official record of the desired acquisition of the Hosted VoIP service.

WV-39 (Rev. 2/2000)

State of West Virginia

Page 1 of

Pages

Purchasing Division Blanket Release Order

Release #	Req. Date	Buyer	PURCHASING DIVISION'S USE ONLY	
WV FIMS Account #				
Agency/Invoice To: West Virginia Office of Technology		TEAM Code		
Ship To: Ordering Agency		TEAM Code		
Vendor Name & Address: Winning RFP Vendor				
WV FIMS Vendor #		Team Vendor #		
BPO #	Terms	F.O.B.		

Item No.	Quantity	Description	Unit Price	Amount
1.0	1.00	Statewide or Agency Blanket Purchase Order Number Hosted VoIP service as described in TCR # XXXXXXXXXXXX		
1.01	400	Basic Call Control with Voice Mail for 36 months	\$1.00/mo	xxxxx

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Authorized Signature _____ Total Amount _____

Title _____

Telephone - - _____

*Original: Vendor
Copy: Purchasing
Division*

REQUEST FOR PROPOSAL

Statewide Contract

Hosted Voice over Internet Protocol (VoIP)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.

REQUEST FOR PROPOSAL
Statewide Contract
Hosted Voice over Internet Protocol (VoIP)

12. **RENEWAL:** Any reference to automatic renewals is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

Rev. 07/14/93

REQUEST FOR PROPOSAL
Statewide Contract
Hosted Voice over Internet Protocol (VoIP)

Blanket Release Order
Continuation Sheet

Page ____ of ____

Release #	Req. Date	Vendor Name:	Agency:
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Item No.	Quantity	Description	Unit Price	Amount
		Statewide or Agency Blanket Purchase Order Number		

REQUEST FOR PROPOSAL

Statewide Contract
Hosted Voice over Internet Protocol (VoIP)

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REQUEST FOR PROPOSAL
Statewide Contract
Hosted Voice over Internet Protocol (VoIP)

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1

<input type="checkbox"/> Addendum No. 2

<input type="checkbox"/> Addendum No. 3

<input type="checkbox"/> Addendum No. 4

<input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6

<input type="checkbox"/> Addendum No. 7

<input type="checkbox"/> Addendum No. 8

<input type="checkbox"/> Addendum No. 9

<input type="checkbox"/> Addendum No. 10 |
|---|--|

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

Company

Authorized Signature

Date

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

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 Resident Vendor Preference, if applicable.

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

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

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

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

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____