



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

State of West Virginia Master Agreement

Order Date: 09-15-2020

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

Order Number:	CMA 0212 0212 VOIP13EEE 1	Procurement Folder:	778908
Document Name:	VoIP13EEE - Emergency Purchase of Hosted VoIP Services	Reason for Modification:	
Document Description:	VoIP13EEE - Emergency Purchase of Hosted VoIP Services		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-10-21
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-10-20

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000190764	Requestor Name:	Andrew C Lore
VERIZON BUSINESS		Requestor Phone:	(304) 957-8267
ONE VERIZON WAY		Requestor Email:	andrew.c.lore@wv.gov
BASKING RIDGE	NJ 07920		
US			
Vendor Contact Phone:	800-825-4850		
Extension:	3525		
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
ALL STATE AGENCIES	STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City	No City
WV 99999	WV 99999
US	US

AGENCY COPY

Total Order Amount: Open End

MA 09/17/2020

PURCHASING DIVISION AUTHORIZATION

DATE: SEP 21 2020

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 10/1/2020

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: OCT - 5 2020

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase Order
Statewide Contract for Hosted Voice over Internet Protocol (VOIP) Services

This Purchase Order constitutes the acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the agency, The West Virginia Office of Technology and the Vendor, Verizon Business of Charleston, West Virginia. This open-end contract provides Hosted Voice over Internet Protocol (VoIP) services per the Vendor's letter of agreement dated 09/02/2020, the specifications, terms and conditions of original Contract VOIP13 dated 10/24/2013, VOIP13E dated 10/21/2017, VOIP13EE dated 10/21/2019 and subsequent Change Orders to the same incorporated herein by reference and made apart hereof and attached hereto.

Effective Dates: October 21, 2020 - October 20, 2021
Renewals Remaining: 0

Execution of this agreement by the Purchasing Director or his designee, constitutes acceptance by those parties of the Terms and Conditions contained in the attached documents and binds the Vendor whose signature appears therein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	0.000000
	Service From	Service To			

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services

September 2, 2020
State of West Virginia
Attn: Justin McAllister
Office of Technology
1900 Kanawha Blvd E
Bldg. 5, 10th Floor
Charleston, WV 25305

RE: VOIP13EEE

Dear Mr. McAllister:

Per the email dated August 26, 2020, West Virginia Office of Technology is requesting an emergency replacement to the VOIP13EE Contract which is necessary to continue supporting the current operating environment without change or disruption of services for the period October 21, 2020 to October 20, 2021. WVOT is requesting an emergency replacement to the VOIP13EE Contract according to all Terms and Conditions, Pricing and Specifications contained in the original VOIP13 Contract, VOIP13E and VOIP13EE including all authorized Change Orders.

Verizon is agreeable to an additional twelve (12) months for the purpose of continuation of the existing services during their transition period, subject to and incorporating all terms & conditions, pricing, specifications and authorized Change Orders contained in the original VOIP13 Contract, VOIP13E and VOIP13EE.

Thank you again for the opportunity to provide your telecommunications needs.

Sincerely,

Sandra Hawkins

Sandra Hawkins
Senior Account Manager
Authorized Contact

Verizon
304-356-3395
sandra.k.hawkins@verizon.com



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

State of West Virginia Master Agreement

Order Date: 2019-11-01

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

Order Number: CMA 0212 0212 VOIP13EE		Procurement Folder: 650274
Document Name: VoIP13EE - Emergency Purchase of Hosted VoIP Services		Reason for Modification:
Document Description: VoIP13EE - Emergency Purchase of Hosted VoIP Services		
Procurement Type: Central Master Agreement		
Buyer Name: Mark A Atkins		
Telephone: (304) 558-2307		
Email: mark.a.atkins@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2019-10-21
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2020-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS ONE VERIZON WAY BASKING RIDGE NJ 07920 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 20 FILE LOCATION <u>41675</u>

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

SCANNED

RETURNED TO BUYER

DATE: NOV 13 2019

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tarah</i> DATE: 11/4/19 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>8. Gray</i> DATE: 11/12/19 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: 11-13-19 ELECTRONIC SIGNATURE ON FILE
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Date Printed: Nov 04, 2019 Order Number: VOIP13EE

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:

Emergency Purchase Order
Statewide Contract for Hosted Voice over Internet Protocol (VOIP) Services

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Effective Dates: October 21, 2019 - October 20, 2020
Renewals Remaining: 0

Execution of this agreement by the Purchasing Director or his designee, constitutes acceptance by those parties of the Terms and Conditions contained in the attached documents and binds the Vendor whose signature appears therein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
Service From		Service To			
Internet (Portnet /VidP) Services					

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services

 **verizon**
4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 21, 2019
State of West Virginia
Attn: Justin McAllister
Office of Technology
1900 Kanawha Blvd E
Bldg. 5, 10th Floor
Charleston, WV 25305

RE: VOIP13EE

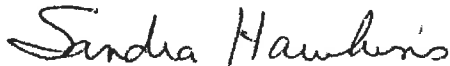
Dear Mr. McAllister:

Per the email dated October 17th, West Virginia Office of Technology is requesting an emergency replacement to the VOIP13E Contract which is necessary to continue supporting the current operating environment without change or disruption of services for the period October 21, 2019 to October 20, 2020. WVOT is requesting an emergency replacement to the VOIP13E Contract according to all Terms and Conditions, Pricing and Specifications contained in the original VOIP13 Contract and VoIP13E including all authorized Change Orders.

Verizon is agreeable to an additional twelve (12) months for the purpose of continuation of the existing services during their transition period, subject to and incorporating all terms & conditions, pricing, specifications and authorized Change Orders contained in the original VOIP13 and VoIP13E Contract.

Thank you again for the opportunity to provide your telecommunications needs.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

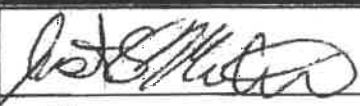

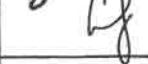
West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [VOIP13EE]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Justin T. McAllister, CFO	WV Office of Technology		10/30/19
Roger Chapman, Director of Network Engineering	WV Office of Technology		10/30/19
Andrew Lore	WVOT		10/30/19

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verizon Business Network Svcs, Inc. on behalf of Verizon Select Services

Authorized Signature: [Signature]

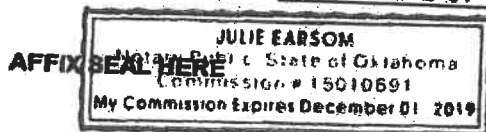
Date: 10/28/2019

State of Oklahoma

County of Tulsa, to-wit:

Taken, subscribed, and sworn to before me this 28 day of October, 2019.

My Commission expires December 01, 2019.



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)




STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

Allan L. McVey
Cabinet Secretary

Joshua D. Spence
Chief Technology Officer

TO: Mark Atkins
Senior Buyer, Purchasing Division

FROM: Justin McAllister, CFO
West Virginia Office of Technology 

CC: Andrew Lore, Procurements Team
West Virginia Office of Technology

SUBJECT: Emergency Replacement Contract for VoIP Services (VoIP13EE)

DATE: October 31, 2019

With the October 16, 2019 Purchasing Division approval for an Emergency Contract for VoIP services, the West Virginia Office of Technology (WVOT) requests an award for these services to Verizon Business for the period of October 21, 2019 through October 20, 2020. This new agreement will be based upon the Statewide Contract, VoIP13E, according to the same terms, conditions and pricing of the original contract and all subsequent Change Orders approved by the Purchasing Division.

As noted in the original request, **this Emergency Replacement Contract is necessary to extend the current operating environment without disruption of services for the period October 21, 2019 to October 20, 2020, during which time the WVOT and other Agencies will continue to migrate telecommunications services to the replacement statewide contract VoIP19 with Segra.**

Due to the lengthy migration and tedious processing of the affected services for State Agencies, three competitive bids are not feasible due to time constraints and the risk of losing communications disrupting daily operations. In addition, the original VoIP13 contract was solicited using the RFP process to obtain the "best value" procurement meeting the State's needs. Several factors were evaluated and scored during the RFP process, and it would not be feasible to evaluate, implement, and support a potentially different solution, potentially operated by different service providers, in the given timeframe. Furthermore, the disruption to Agencies transitioning these services would be severe and limit their ability to provide critical services to constituents.

Because of the factors outlined above, the WVOT respectfully requests the award of the Emergency Purchase of VoIP-based services to Verizon Business.

Please let us know if additional information is needed to support this award.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Allan L. McVey
Cabinet Secretary

Joshua D. Spence
Chief Technology Officer

TO: Mark Atkins, Senior Buyer
WV Purchasing Division

FROM: Justin McAllister, CFO
West Virginia Office of Technology (WVOT)

CC: John Toomey, Procurements Manager
West Virginia Office of Technology (WVOT)

Andrew Lore, Procurement Team
West Virginia Office of Technology (WVOT)

SUBJECT: Emergency Contract for Continuation of Hosted VoIP Services Provided via VoIP13E

DATE: September 26, 2019

EMERGENCY APPROVED
[Signature]
10/16/19

The West Virginia Office of Technology (WVOT) requests approval to establish an Emergency Statewide Contract for the continuation of Hosted Voice over Internet Protocol (VoIP) and Hosted Contact Center services, currently provided via the VoIP13E Statewide Contract. The existing VoIP13E contract with Verizon Business is set to expire October 20, 2019, with agencies continuing to benefit from and rely upon its services daily. The WVOT is requesting a twelve-month (12) contract beginning on October 21, 2019 and expiring on October 20, 2020. Concurrently, the WVOT will continue to migrate agencies to the Hosted VoIP Solution offered under the VoIP19 Statewide Contract with Segra (previously Lumos).

While the State of West Virginia has started its migrations and implementations to the Segra solution, the roll-out is in its infancy, with a select group of high-need agencies currently piloting the agreement. Because of the intricacies involved with establishing a Hosted Contact Center (known as VCC to Verizon), the WVOT has yet to move call center services to VoIP19, which would, without a VoIP13E replacement, hindered agencies' abilities to serve the citizens of West Virginia. Currently, four agencies use Verizon's VCC application:

- The DHHR Centralized Intake, which supports the 24x7x365 Child and Adult Abuse Hotline, providing potentially life-saving services and support to the State's most at-risk citizens;
- The Northern DHHR Customer Service team, which utilizes a separate hosted Contact Center, and aids patrons in Affordable Care Act applications and other human services support;
- The Taxpayer Services Division, which must remain operational for WV constituents, particularly from February to April, as citizens are filing the appropriate tax forms;
- The Enterprise Resource Planning Help Desk, answering nearly 25,000 calls per year from all State entities and Vendors using the wvOASIS system.

Additionally, eight agencies rely on VoIP13E for their daily telephony services:

- The WV Governor's Office and Governor's Mansion, servicing more than fifty (50) end users who oversee and administer the daily operations of the Executive Branch;
- The Tax Division uses hosted VoIP services as its main telephony solution – in total, about 450 phones across ten different sites;
- The Office of Tax Appeals, which is responsible for hearing and deciding any disputes arising from state tax matters;
- WV One Stop Business Division, comprised of representatives from the WV Secretary of State's Office, Workforce WV, the State Tax Department, and the Division of Labor, which assists the public in how to do business with the State of WV;
- WVNet/Higher Education Policy Commission, overseeing and managing a variety of initiatives at many of the State's higher education institutions. These initiatives affect Academic Affairs, Financial Aid, Policy and Planning, Legal Services, Student Affairs, grants, and many others;
- Robert Shell Juvenile Center, housing twenty-three offenders, operating 24x7x365, and responsible for intake from all across the State;
- The WV Economic Development Authority, a nine-member board comprised of the Governor, Tax Commissioner, and seven Governor-appointed members who are responsible for borrowing monies from the Board of Treasury Investments to loan to borrowers in order to promote and develop the economic welfare of WV.

Because of the early success of VoIP19, and the confidence in its viability to meet all agencies' needs, the WVOT is only requesting that VoIP13EE be granted for the continuation of existing services for already-implemented instances, not for new sites. Any agency seeking new Hosted VoIP services will be cared for under VoIP19; however, to ensure no disruptions to the services of the critical agencies outlined above, the WVOT is respectfully submitting this request.

Please let us know if additional information is needed in support of this.

Atkins, Mark A

From: Lore, Andrew C
Sent: Thursday, September 26, 2019 7:35 PM
To: Atkins, Mark A
Cc: McAllister, Justin T; Toomey, John
Subject: Emergency Statewide Contract Request - VoIP13EE
Attachments: WVOT Emergency Request - VOIP13EE.pdf

Good evening, Mark,

Please see the WVOT's Emergency Request Memo for VoIP13EE. If you have questions or need further information, let us know. Thanks!

Andrew Lore, Procurements Team
West Virginia Office of Technology



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Allan L. McVey
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

Joshua D. Spence
Chief Technology Officer

TO: Mark Atkins, Senior Buyer
WV Purchasing Division

FROM: Justin McAllister, CFO
West Virginia Office of Technology (WVOT)

CC: John Toomey, Procurements Manager
West Virginia Office of Technology (WVOT)

Andrew Lore, Procurement Team
West Virginia Office of Technology (WVOT)

SUBJECT: Emergency Contract for Continuation of Hosted VoIP Services Provided via
VoIP13E – Additional Information Requested

DATE: October 9, 2019

In response to the questions received regarding the WVOT's request to establish a Statewide Contract for the continuation of VoIP13E services, the WVOT offers the following additional information:

1. Can this be resolved in a shorter period than the 1-year request?

No, it is not anticipated that this could be resolved in a shorter period. See further explanation below.

2. If not, why this should take a full year?

Per the terms of the VOIP19 contract, Segra has twenty-four (24) months to complete the migration of 10,000 phones to their hosted service. The migration priorities are based on the associated degree of risk that is represented by the age of the telephony hardware; sites serviced by the oldest hardware represent the highest degree of risk and are therefore being migrated first. The oldest telephony systems have been end-of-life for several years and serve anywhere from a few hundred to several thousand phones. Catastrophic failure of any of these systems will have a dramatic impact on the State's ability to

conduct business. Sites served by Verizon's UCaaS service (VOIP13E) represent zero risk and therefore are not highest priority. Additionally, there are many complicating factors that negatively impact migration schedules for these sites: the Governor's Office in general, Legislative Session, Tax Season, Holidays, etc. Complicating matters further, both DHHR and Tax and Revenue purchased Hosted Contact Center Services from the VoIP13 contract and migrating Contact Centers is much more complex and intricate than regular hosted telephony service.

3. Can a 6-month contract with one 6-month renewal work?

Segra anticipates completing the migration in 2020 but is it too early in the process to make that determination. Given the number of the higher priority sites still to be completed, it is unlikely that these services would be migrated any sooner than a year.

4. Can you provide more information on when the remaining agencies are expected to be migrated to the VOIP19 contract?

As previously mentioned, Segra has twenty-four months to complete the migrations for the State's IP telephony environments. Currently, Segra has high priority migrations scheduled through year's end with emphasis on those sites most likely to fail. Given the reliability of these services, the WVOT and Segra have not confirmed the migrations of VoIP13E sites, but it is expected that these sites would be moved in 2020.

Lyle, Tara L

From: Lore, Andrew C
Sent: Wednesday, October 16, 2019 12:48 PM
To: Lyle, Tara L
Cc: Toomey, John
Subject: RE: VOIP13E - Emergency Request

Tara,

1. What is the estimated cost for the emergency? Sorry, I forgot to ask this on Mark's previous return.
The WVOT spends approximately \$550K - \$600K per year with Verizon for VoIP13 services. Those agencies that are being direct-billed by Verizon (ERP, for example) would not be counted in this total. As explained in the Emergency Request, the WVOT is not adding any additional sites to this contract; therefore, the spend is expected to remain fairly static and decrease as sites are implemented to the Segra solution.
2. Who decides the priority list for replacing the hardware (high and low priority migration projects) OT or the vendor?
The State ultimately makes the final decision in which sites are migrated and in what order. The process for selecting sites is a collaborative effort between the Vendor, WVOT, and the subject agency, as many factors are weighed and considered. Currently, the focus is on those agencies with the oldest equipment most likely to have "hard fails", which would leave them without service altogether.

Let us know if you need anything further,
Andrew

From: Toomey, John <John.Toomey@wv.gov>
Sent: Wednesday, October 16, 2019 11:09 AM
To: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Cc: Lyle, Tara L <Tara.L.Lyle@wv.gov>
Subject: FW: VOIP13E - Emergency Request

Good morning Andrew,

Please see additional questions from CP below.

Thank you!

John Toomey
ISM2/Procurements Manager
West Virginia Office of Technology
1900 Kanawha Blvd, East
Building 5, 10th Floor
PO Box 50110
Charleston, WV 25305
Office (304) 957-8158
John.Toomey@wv.gov

From: Lyle, Tara L <Tara.L.Lyle@wv.gov>
Sent: Wednesday, October 16, 2019 11:07 AM
To: Toomey, John <John.Toomey@wv.gov>
Subject: VOIP13E - Emergency Request

John,

Two additional questions on the emergency request for the VOIP13E.

1. What is the estimated cost for the emergency? Sorry, I forgot to ask this on Mark's previous return.
2. Who decides the priority list for replacing the hardware (high and low priority migration projects) OT or the vendor?

Thanks,
Tara

Tara Lyle, Buyer Supervisor
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

304-558-2544
www.wvpurchasing.gov

From: McAllister, Justin T
To: Lore, Andrew C
Subject: Re: VoIP13EE - CTO Approval
Date: Wednesday, October 30, 2019 7:18:27 AM

Approved

From: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Sent: Tuesday, October 29, 2019 3:28:53 PM
To: McAllister, Justin T <Justin.T.McAllister@wv.gov>
Subject: VoIP13EE - CTO Approval

Can you provide CTO Approval for the continuation of VoIP13EE services?

From: Lore, Andrew C
To: Lyle, Tara L
Cc: Toomey, John
Subject: RE: VOIP13E - Emergency Request
Date: Wednesday, October 16, 2019 12:47:00 PM

Tara,

1. What is the estimated cost for the emergency? Sorry, I forgot to ask this on Mark's previous return.

The WVOT spends approximately \$550K - \$600K per year with Verizon for VoIP13 services. Those agencies that are being direct-billed by Verizon (ERP, for example) would not be counted in this total. As explained in the Emergency Request, the WVOT is not adding any additional sites to this contract; therefore, the spend is expected to remain fairly static and decrease as sites are implemented to the Segra solution.

2. Who decides the priority list for replacing the hardware (high and low priority migration projects) OT or the vendor?

The State ultimately makes the final decision in which sites are migrated and in what order. The process for selecting sites is a collaborative effort between the Vendor, WVOT, and the subject agency, as many factors are weighed and considered. Currently, the focus is on those agencies with the oldest equipment most likely to have "hard fails", which would leave them without service altogether.

Let us know if you need anything further,
Andrew

From: Toomey, John <John.Toomey@wv.gov>
Sent: Wednesday, October 16, 2019 11:09 AM
To: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Cc: Lyle, Tara L <Tara.L.Lyle@wv.gov>
Subject: FW: VOIP13E - Emergency Request

Good morning Andrew,

Please see additional questions from CP below.

Thank you!

John Toomey
ISM2/Procurements Manager
West Virginia Office of Technology
1900 Kanawha Blvd, East
Building 5, 10th Floor
PO Box 50110
Charleston, WV 25305
Office (304) 957-8158
John.Toomey@wv.gov

From: Lyle, Tara L <Tara.L.Lyle@wv.gov>
Sent: Wednesday, October 16, 2019 11:07 AM
To: Toomey, John <John.Toomey@wv.gov>
Subject: VOIP13E - Emergency Request

John,

Two additional questions on the emergency request for the VOIP13E.

1. What is the estimated cost for the emergency? Sorry, I forgot to ask this on Mark's previous return.
2. Who decides the priority list for replacing the hardware (high and low priority migration projects) OT or the vendor?

Thanks,
Tara

Tara Lyle, Buyer Supervisor
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

304-558-2544
www.wvpurchasing.gov

Atkins, Mark A

From: Atkins, Mark A
Sent: Tuesday, October 8, 2019 10:36 AM
To: Lore, Andrew C
Cc: McAllister, Justin T; Toomey, John
Subject: RE: Emergency Statewide Contract Request - VoIP13EE
Attachments: WVOT Emergency Request - VOIP13EE.pdf

Andrew,

I just received a response from upper management on your VOIP13E emergency request. They have asked for additional information/support to be provided in the request. Please include/explain the following:

1. Can this be resolved in a shorter period than the 1 year request?
2. If not, why this should take a full year?
 - a. Can a 6-month contract with one 6-month renewal work?
3. Can you provide more information on when the remaining agencies are expected to be migrated to the VOIP19 contract?

Feel free to add any other pertinent information that can be helpful in your request.

Mark

From: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Sent: Thursday, September 26, 2019 7:35 PM
To: Atkins, Mark A <Mark.A.Atkins@wv.gov>
Cc: McAllister, Justin T <Justin.T.McAllister@wv.gov>; Toomey, John <John.Toomey@wv.gov>
Subject: Emergency Statewide Contract Request - VoIP13EE

Good evening, Mark,

Please see the WVOT's Emergency Request Memo for VoIP13EE. If you have questions or need further information, let us know. Thanks!

Andrew Lore, Procurements Team
West Virginia Office of Technology

You are viewing this page over a secure connection. Click here for more information.

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

MCI COMMUNICATIONS SERVICES, INC.

* SEE DAA

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	3/16/1995		3/16/1995	Foreign	Profit			

Organization Information			
Business Purpose	5172 - Information - Telecommunications - Wireless Telecommunications Carriers (except satellite)		Capital Stock 0.0000
Charter County			Control Number 0
Charter State	DE	Excess Acres	0
At Will Term	Member Managed		
At Will Term Years			Par Value 0.000000
Authorized Shares	0	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Mailing Address	ONE VERIZON WAY BASKING RIDGE, NJ, 07920 USA
Notice of Process Address	CT CORPORATION SYSTEM 1627 QUARRIER ST CHARLESTON, WV, 253112124
Principal Office Address	ONE VERIZON WAY BASKING RIDGE, NJ, 07920 USA ✓
Type	Address

Officers	
Type	Name/Address
President	MICHAEL MAIORANA 22001 LOUDOUN COUNTY PARKWAY ASHBURN, VA, 20147
Treasurer	SCOTT KROHN ONE VERIZON WAY BASKING RIDGE, NJ, 07920
Vice-President	PAUL L. MATTIOLA ONE VERIZON WAY BASKING RIDGE, NJ, 07920
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
VERIZON BUSINESS SERVICES	✓ TRADENAME	12/20/2005	
DBA Name	Description	Effective Date	Termination Date

Name Changes	
Date	Old Name
6/27/2005	MCI WORLDCOM COMMUNICATIONS, INC.

Date	Old Name			
Mergers				
Merger Date	Merged	Merged State	Survived	Survived State
8/21/2001	BLT TECHNOLOGIES, INC.	WA	MCI WORLDCOM COMMUNICATIONS, INC.	DE
8/21/2001	TOUCH 1 LONG DISTANCE, INC.	AL	MCI WORLDCOM COMMUNICATIONS, INC.	DE
4/18/2011	VERIZON GLOBAL NETWORKS INC.	DE	MCI COMMUNICATIONS SERVICES, INC.	DE
8/30/2012	CYBERTRUST, INC.	DE	MCI COMMUNICATIONS SERVICES, INC.	DE
3/18/2016	TELECONNECT LONG DISTANCE SERVICES & SYSTEMS COMPANY	IA	MCI COMMUNICATIONS SERVICES, INC.	DE
1/4/2018	TTI NATIONAL, INC.	DE	MCI COMMUNICATIONS SERVICES, INC.	DE
8/2/2019	PROTECTWISE, INC.	DE	MCI COMMUNICATIONS SERVICES, INC.	DE
8/5/2019	NIDDEL CORP.	FL	MCI COMMUNICATIONS SERVICES, INC.	DE
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
8/5/2019	MERGER: MERGING NIDDEL CORP., A NON-QUALIFIED FL ORGANIZATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
8/2/2019	MERGER: MERGING PROTECTWISE, INC., A NON-QUALIFIED DE ORGANIZATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
1/4/2018	MERGER: MERGING TTI NATIONAL, INC., A QUALIFIED DE CORPORATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
3/18/2016	MERGER: MERGING TELECONNECT LONG DISTANCE SERVICES & SYSTEMS COMPANY, A QUALIFIED IA CORPORATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR

8/30/2012	MERGER: MERGING CYBERTRUST, INC., A QUALIFIED DE CORPORATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
4/18/2011	MERGER: MERGING VERIZON GLOBAL NETWORKS INC., A QUALIFIED DE CORPORATION WITH AND INTO MCI COMMUNICATIONS SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
6/27/2005	NAME CHANGE: FROM MCI WORLDCOM COMMUNICATIONS, INC.
8/21/2001	MERGER: MERGING BLT TECHNOLOGIES, INC., A QUALIFIED WA CORPORATION WITH AND INTO MCI WORLDCOM COMMUNICATIONS, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
8/21/2001	MERGER: MERGING TOUCH 1 LONG DISTANCE, INC., A QUALIFIED AL CORPORATION WITH AND INTO MCI WORLDCOM COMMUNICATIONS, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
6/3/1999	CHANGE OF NAME FROM WORLDCOM TECHNOLOGIES, INC. TO MCI WORLDCOM COMMUNICATIONS, INC.
1/14/1998	MERGER: MERGING 49 NON QUAL CORPS AND MFS INTELENET OF WEST VIRGINIA, INC., A QUAL DE CORP., WITH AND INTO WORLDCOM TECHNOLOGIES, INC., A QUAL DE CORP., THE SURVIVOR.
8/21/1997	CHANGE OF NAME FROM MFS INTELENET, INC. TO WORLDCOM TECHNOLOGIES, INC.
Date	Amendment

Annual Reports
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2019
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, November 4, 2019 — 9:43 AM

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

State of West Virginia Master Agreement

Order Date: 2018-10-11

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

Order Number: CMA 0212 0212 VOIP13E		Procurement Folder: 385125
Document Name: VoIP13E C/O#2 - Emergency Purchase of Hosted VoIP Services		Reason for Modification: Change Order #2 to renew contract under the same pricing, terms and conditions, and specifications as agreed upon in the Original Contract and subsequent Change Orders.
Document Description: VoIP13E C/O#2 - Emergency Purchase of Hosted VoIP Services		
Procurement Type: Central Master Agreement		
Buyer Name: Mark A Atkins		
Telephone: (304) 558-2307		
Email: mark.a.atkins@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2019-10-20

VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0		Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 19 FILE LOCATION <u>39394</u>

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount Open End

10-18-18
MA 10/17/2018
SCANNED

RETURNED TO BUYER

DATE: OCT 22 2018

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <u>Tuanh Hoang</u> DATE: <u>10/10/18</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <u>[Signature]</u> DATE: <u>10/19/18</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <u>[Signature]</u> DATE: <u>10-19-18</u> ELECTRONIC SIGNATURE ON FILE
---	--	---

Date Printed: Oct 12, 2018 Order Number: VOIP13E

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:

Change Order #2

Change Order 2 is issued to renew the contract under the same pricing, terms and conditions, and specifications contained in the Original Contract and subsequent Change Orders.

Effective Dates: October 21, 2018 - October 20, 2019

Renewals Remaining: 0

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No further changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

John A. Myers
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

John D. Dunlap
Chief Technology Officer

September 18, 2018

Sandra K. Hawkins, Senior Client Partner
Verizon Business, Inc.
Sandra.K.Hawkins@verizon.com
Phone: 304-356-3395

Subject: Renewal of CMA VoIP13L

Dear Ms. Hawkins:

Provisions were included in the original contract documents to renew the subject contract under the same terms, conditions, and pricing contained in the original agreement and subsequent Change Orders. The renewal dates are October 21, 2018 through October 20, 2019. I have included the WV Purchasing Affidavit, which will also need to be signed and notarized to complete this renewal. If your company agrees, please sign below and return to my attention as soon as possible.

Please contact me if you have any questions.

Sincerely,

Andrew Lore
West Virginia Office of Technology
1900 Kanawha Boulevard East
Building 5, 10th Floor
Charleston, WV 25305
304-957-8267
Andrew.C.Lore@wv.gov

Attachment

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

Name/Signature

9/28/2018
Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verizon Business Network Svcs Inc on behalf of MCI Communications Svc Inc d/b/a Verizon Business Services

Authorized Signature: *Janita S. Christman* *Sr. Analyst Billing* Date: 9/28/2018

State of Oklahoma

County of Pawnee, to-wit:

Taken, subscribed, and sworn to before me this 28th day of September, 2018.

My Commission expires December 01, 2019.



NOTARY PUBLIC

Julie Carson

Purchasing Affidavit (Revised 01/19/2018)

Corporate Policy Statement

Policy No. CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



APPENDIX I
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Michael O'Connor, Associate Director, Billing Solutions (VZ ID [redacted]) and
Adam S Davis, Sr. Manager, Billing (VZ ID [redacted]) and
Renee L Bright, Consultant, Billing (VZ ID [redacted]) and
Venus S Houston, Sr. Analyst, Billing (VZ ID [redacted]) and
Debra Hall, Analyst, Billing (VZ ID [redacted]) and
Tiara A Parker, Analyst, Billing (VZ ID [redacted])

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring wet ink signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with Security Procedure for Anthony Recine, SVP, Blue Ink Stamp Policy.

This will be effective beginning on August 21, 2013 and ending on June 30, 2014 or before it is rescinded by me.

(Annual delegation must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegation may be renewed rather than July 1st should also include an end date of the subsequent term. 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date, and a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com, and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved by:

Signature: 

8/21/13
Date

Anthony Recine
Name

SVP

(Bum 4)

0130001707
Responsibility Code or Cost Center Code

Delegate's Signature: Michael O'Connor

Delegate's Signature: Adam S Davis

Delegate's Signature: Renee L Bright

Delegate's Signature: Venus S Houston

Delegate's Signature: Debra Hall

Delegate's Signature: Tiara A Parker

Lyle, Tara L

From: Lore, Andrew C
Sent: Thursday, October 18, 2018 11:35 AM
To: Lyle, Tara L
Subject: RE: VOIP13E - CO#2

Tara,

The version on the Header can be removed – the header should only have the renewal memo, as the PA is usually put in the Procurement Folder (I just didn't separate the documents). Page 2 (the PA) is what Verizon is sending; they're not sending the 3rd page anymore because they have someone sign the PA – they would send the delegation page when they didn't sign the PA...Make sense?

No, if you would like to reach-out, feel free!

From: Lyle, Tara L
Sent: Thursday, October 18, 2018 11:30 AM
To: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Subject: RE: VOIP13E - CO#2

The version on the header is okay but it needs to be clearer. This has been rejected back to us from CTS1 review since the copy is not legible. CTS1 review is prior to the AG's office review and approval.

Are you dealing with Sandy Hawkins at Verizon? Do you mind if I reach out to her?

From: Lore, Andrew C
Sent: Thursday, October 18, 2018 10:50 AM
To: Lyle, Tara L <Tara.L.Lyle@wv.gov>
Subject: RE: VOIP13E - CO#2

Tara,

We asked Verizon, but they declined to provide one; they sent this PA for use instead. Will this work?

From: Lyle, Tara L
Sent: Thursday, October 18, 2018 10:35 AM
To: Lore, Andrew C <Andrew.C.Lore@wv.gov>
Subject: VOIP13E - CO#2

Andrew,

Do you have a cleaner, clearer or legible copy of Appendix 1 from Verizon?

The version on the header is too light and does not scan or copy very well.

Thanks,
Tara

Tara Lyle, Buyer Supervisor
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

304-558-2544 (phone)
304-558-4115 (fax)
www.wvpurchasing.gov



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Cabinet Secretary

John D. Dunlap
Chief Technology Officer

M E M O R A N D U M

TO: Andrew C. Lore
WV Office of Technology

FROM: John D. Dunlap, Chief Technology Officer
Office of Technology

A handwritten signature in dark ink, appearing to read "John D. Dunlap".

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: OT19038 - IS&C NUMBER: 2019-255**

DATE: October 3, 2018

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems."

After conducting a review of your request to renew the contract with Verizon Business, Inc. for hosted VoIP Solutions and Virtual Contact Center Services during the period October 21, 2018 through October 20, 2019, the Office of Technology has determined

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

VERIZON BUSINESS NETWORK SERVICES INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	7/12/1973		7/12/1973	Foreign	Profit			

Organization Information			
Business Purpose	5611 - Admin/Support Waste Mgt/Remediation Services - Administrative and Support Services - Office Administrative Services		Capital Stock 0.0000
Charter County			Control Number 0
Charter State	DE		Excess Acres 0
At Will Term	Member Managed		
At Will Term Years			Par Value 0.000000
Authorized Shares	0		

Addresses

Type	Address
Mailing Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Notice of Process Address	CT CORPORATION SYSTEM 1627 QUARRIER ST CHARLESTON, WV, 253112124
Principal Office Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Type	Address

Officers

Type	Name/Address
Director	CHRISTOPHER M. FORMANT ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Director	SARA A. ORR ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
President	MICHAEL MAIORANA ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Secretary	STEVEN TUGENTMAN ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Treasurer	SCOTT KROHN ONE VERIZON WAY BASKING RIDGE, NJ, 07920
Type	Name/Address

Name Changes

Date	Old Name
5/10/2006	MCI NETWORK SERVICES, INC.

8/23/2005	MCI WORLDCOM NETWORK SERVICES, INC.
Date	Old Name

Mergers

Merger Date	Merged	Merged State	Survived	Survived State
2/15/2005	MCI EQUIPMENT ACQUISITION CORPORATION	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
8/23/2005	WORLDCOM PAYROLL SERVICES, LLC	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
5/10/2006	NAME CHANGE: FROM MCI NETWORK SERVICES, INC.
8/23/2005	MERGER: MERGING WORLDCOM PAYROLL SERVICES, LLC, A QUALIFIED DE LIMITED LIABILITY COMPANY WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
8/23/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
6/27/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
2/15/2005	MERGER: MERGING MCI EQUIPMENT ACQUISITION CORPORATION, A QUALIFIED DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
10/25/1999	MERGER, MERGING WORLDCOM NETWORK SERVICES, INC., A QUAL DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., THE SURVIVOR
6/3/1999	CHANGE OF NAME FROM MCI TELECOMMUNICATIONS CORPORATION TO MCI WORLDCOM NETWORK SERVICES, INC.
11/19/1985	MERGER; MERGING MCI REALY CORPORATION WITH AND INTO MCI TELE COMMUNICATION CORPORATION, THE SURVIVOR
5/9/1985	

	MERGER; MERGING MCI EQUIPMENT CORPORATION AND MCI LEASING, I NC. WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION
12/3/1984	MERGER; MERGING WEST COUNTY DEVELOPMENT CORPORATION WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION, THE SURVIVOR
8/23/1984	MERGER; MERGING N-TRIPLE-C INC., WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION, THE SURVIVOR
Date	Amendment

Annual Reports
Filed For
2018
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, October 11, 2018 — 2:35 PM

© 2018 State of West Virginia

Harper, Linda B

Subject:

FW: VOIP13e

From: sandra.k.hawkins@verizon.com [<mailto:sandra.k.hawkins@verizon.com>]
Sent: Tuesday, October 17, 2017 3:14 PM
To: Lopez, Melanie L <Melanie.L.Lopez@wv.gov>
Subject: RE: VOIP13e

Melanie,

The Basking Ridge NJ is our Corp Headquarters and the PO Box in Dallas Texas is our billing remit to address.

Do you want this on letter head?

Sandy

verizon✓

Sandra K. Hawkins, MBA
Senior Client Partner

~~4700 MacCordle Ave, SE~~
Charleston, WV 25304

O 304.356.3395 | M 304.807.0207
sandra.k.hawkins@verizon.com

Learn where the future is going. Verizon Insights Lab

"Highest in Customer Satisfaction With
Large Enterprise Business Wireline Service"




4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

March 21, 2018

State of West Virginia
Department of Administration
Purchasing Division
Attn: Jessica Chambers
2019 Washington St. E.
Charleston, WV 25305

RE: Verizon Corporate and Regional Addresses

Dear Ms. Chambers:

Verizon Select Services Inc. corporate offices are located at 22001 Loudoun County Parkway, Ashburn, Virginia; however Verizon has regional offices nationwide including in WV. Our regional offices in WV are 4700 MacCorkle Ave. S.E., Charleston, WV 25304 and 827 Fairmont Rd, Suite 204, Morgantown, WV 26505.

Please use 4700 MacCorkle Av S.E., Charleston, WV 25304 for all future correspondence.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.hawkins@verizon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT
NAME:
PHONE:
FAX:
E-MAIL:
ADDRESS:

(866) 283-7122

(800) 363-0105

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Ins Co of Pittsburgh 19445

INSURER B: New Hampshire Insurance Company 23841

INSURER C: American Home Assurance Co 19380

INSURER D: Illinois National Insurance Co 23817

INSURER E:

INSURER F:

INSURED
Verizon Business
1095 Avenue of the Americas
New York NY 10036 USA

Holder Identifier:

COVERAGES

CERTIFICATE NUMBER: 570073570012

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL4611607	06/30/2018	06/30/2019	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$4,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY		CA 461-15-19 AOS CA 461-15-20 MA CA 461-15-21 VA See Next Page	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN N N/A	WC014590551 AOS WC014590550 CA	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,000,000 EL DISEASE-EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes: Verizon Business Services.

Certificate No.: 570073570012

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia
Attn: Andrew Lore
1900 Kanawha Blvd. E.
Charleston WV 25305 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Business		Page _ of _
POLICY NUMBER See Certificate Number: 570073570012		EFFECTIVE DATE:		
CARRIER See Certificate Number: 570073570012	NAIC CODE			
ADDITIONAL REMARKS				

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACRD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSTR	TYPE OF INSURANCE	ADDED INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 774-22-65 NH - Primary	06/30/2018	06/30/2019	
A				CA 774-22-66 NH - Excess	06/30/2018	06/30/2019	
	WORKERS COMPENSATION						
D		N/A		WCD14590552 FL	06/30/2018	06/30/2019	
B		N/A		WCD14590553 ME	06/30/2018	06/30/2019	
B		N/A		WCD14590549 NJ, NY, TX, VA	06/30/2018	06/30/2019	
B		N/A		WCD14590554 MA, ND, OH, WA, WI, WY	06/30/2018	06/30/2019	



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

State of West Virginia Master Agreement

Order Date: 2018-05-31

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

Order Number: CMA 0212 0212 VOIP13E	Procurement Folder: 385125
Document Name: VoIP13E C/O#1 - Emergency Purchase of Hosted VoIP Services	Reason for Modification:
Document Description: VoIP13E C/O#1 - Emergency Purchase of Hosted VoIP Services	Change Order #1 to reduce rates for the Virtual Contact Center services.
Procurement Type: Central Master Agreement	
Buyer Name: Jessica S Chambers	
Telephone: (304) 558-0246	
Email: jessica.s.chambers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2018-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 18 FILE LOCATION <u>38676</u>

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount

Open End

SCANNED

RETURNED TO BUYER
DATE: JUN 14 2018

ENTERED

PURCHASING DIVISION AUTHORIZATION

SIGNED BY:

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

SIGNED BY:

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

SIGNED BY:

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:**Change Order #1**

Change Order 1 is issued to reduce the rates for Virtual Contact Center services, as defined by the attached documentation.

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No further changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
	Service From	Service To			
Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services					

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

TO: Jessica Chambers
Senior Buyer, Purchasing Division

FROM: Melanie Lopez *Melanie Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

SUBJECT: Statewide Contract VoIP13E Change Order #1 – Rate Reductions

DATE: May 30, 2018

The West Virginia Office of Technology formally requests a Change Order to the Statewide Contract for Hosted Voice Services, VoIP13E. This Change Order is necessary to reflect updated pricing offered by the Vendor. No pricing increases result from these changes, only pricing reductions. Below is a list of changes requested:

Non-Recurring Costs (NRCs) – One-time charges

Service	Previous Rate	New Rate
Dialer Enablement	\$4,000.00	\$3,825.00
Advanced Quality Management	\$40,400.00	\$25,500.00
Advanced Workforce Management	\$58,100.00	\$54,900.00

Monthly Recurring Costs (MRCs)

Service	Previous Rate	New Rate
Agent Fee	\$126.00	\$109.20
Supervisor Fee	\$135.00	\$109.20
Port Fee	\$64.80	\$64.74
Voice Recording	\$11.70	\$10.14
Storage	\$16.20	\$1.01
Advanced Workforce Management	\$44.00	\$42.90
Automated Speech	\$0.09/minute	\$0.08/minute



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

May 30, 2018

State of West Virginia
Attn: Melanie Lopez
1900 Kanawha Blvd E
Charleston, WV 25305

RE: VOIP13E/Virtual Contact Center Rate Reduction

Dear Mrs. Lopez:

Verizon would like to provide a rate reduction for Virtual Contact Center services on VoIP13E contract as follows:

Non-Recurring Costs (NRCs) – One-time charges

Service	Previous Rate	New Rate
Dialer Enablement	\$4,000.00	\$3,825.00
Advanced Quality Management	\$40,400.00	\$25,500.00
Advanced Workforce Management	\$58,100.00	\$54,900.00

Monthly Recurring Costs (MRCs)

Service	Previous Rate	New Rate
Agent Fee	\$126.00	\$109.20
Supervisor Fee	\$135.00	\$109.20
Port Fee	\$64.80	\$64.74
Voice Recording	\$11.70	\$10.14
Storage	\$16.20	\$1.01
Advanced Workforce Management	\$44.00	\$42.90
Automated Speech	\$0.09/minute	\$0.08/minute

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

Sandra Hawkins

Senior Account Manager

Authorized Contact

Verizon

304-356-3395

sandra.k.hawkins@verizon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:																					
INSURED Verizon Business 1095 Avenue of the Americas New York NY 10036 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td>New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C:</td><td>American Home Assurance Co.</td><td>19380</td></tr><tr><td>INSURER D:</td><td>Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445	INSURER B:	New Hampshire Insurance Company	23841	INSURER C:	American Home Assurance Co.	19380	INSURER D:	Illinois National Insurance Co	23817	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D:	Illinois National Insurance Co	23817																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 570069009955

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:			GL5196564	06/30/2017	06/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$1,000,000 \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> XCU Included <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 286-73-91 AOS CA 286-73-92 MA CA 286-73-93 VA	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC063724385 AOS WC063724388 MN	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE-EA EMPLOYEE EL DISEASE-POLICY LIMIT \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VOIP 13 Contract. State of WV is included as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

State of WV Attn: Stephanie Gale 2019 Washington Street, East Charleston WV 25305 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Holder Identifier :

Certificate No : 570069009955



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY AON Risk Services Northeast, Inc.		NAMED INSURED Verizon Business	
POLICY NUMBER See Certificate Number: 570069009955			
CARRIER See Certificate Number: 570069009955	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC063724384 CA	06/30/2017	06/30/2018	
D		N/A		WC063724386 FL	06/30/2017	06/30/2018	
B		N/A		WC063724387 ME	06/30/2017	06/30/2018	
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018	
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018	



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

MEMORANDUM

TO: Andrew C. Lore
WV Office of Technology

FROM: John D. Dunlap, Chief Technology Officer
Office of Technology *John D. Dunlap*

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: OT18147 - IS&C NUMBER: 2018-983

DATE: May 31, 2018

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services; and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems."

After conducting a review of your request for a change order with Verizon to reduce the rates for Virtual Contact Center Services for the Hosted Voice Services (VoIP13E), the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verizon Business Network Services Inc., on behalf of MCI Communications Inc., d/b/a Verizon Business Services

Authorized Signature: Marsha K. Harrell Date: 2/13/2018

State of Mississippi **Marsha K Harrell**
Senior Analyst
Contract Management

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 13 day of February, 2018

My Commission expires May 3, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Karen Blue Johnson

Purchasing Affidavit (Revised 07/07/2017)

Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



APPENDIX 4 VERIZON BUSINESS CPS-103 LETTER OF DELEGATION OF AUTHORITY FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Contract Management; *Marsha K Harrell, Senior Analyst, Contract Management*; and *Jacquelyn A Whiting, Director, Pricing & Contract Management*

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2017 and ending on June 30, 2018 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Signature

Date

Anthony Recine

Name

VZ ID

SVP & CMO

(Band 4)

Responsibility Code or Cost Center Code

Delegate's Signature - Jacquelyn A Whiting

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

VERIZON BUSINESS NETWORK SERVICES INC.

** See attached*

Organization Information									
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason	
C Corporation	7/12/1973		7/12/1973	Foreign	Profit				

Organization Information			
Business Purpose	5611 - Admin/Support Waste Mgt/Remediation Services - Administrative and Support Services - Office Administrative Services		Capital Stock 0.0000
Charter County			Control Number 0
Charter State	DE		Excess Acres 0
At Will Term	Member Managed		
At Will Term Years	Par Value 0.000000		
Authorized Shares	0		

Addresses

Type	Address
Mailing Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Notice of Process Address	CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV, 25313
Principal Office Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Type	Address

Officers

Type	Name/Address
Director	SARA A. ORR ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Director	CHRISTOPHER M. FORMANT ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
President	MICHAEL MAIORANA ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Secretary	STEVEN TUGENTMAN ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Treasurer	SCOTT KROHN ONE VERIZON WAY BASKING RIDGE, NJ, 07920
Vice-President	PAUL L. MATTIOLA ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Type	Name/Address

Name Changes

Date	Old Name
5/10/2006	MCI NETWORK SERVICES, INC.
8/23/2005	MCI WORLDCOM NETWORK SERVICES, INC.
Date	Old Name

Mergers				
Merger Date	Merged	Merged State	Survived	Survived State
2/15/2005	MCI EQUIPMENT ACQUISITION CORPORATION	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
8/23/2005	WORLDCOM PAYROLL SERVICES, LLC	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
5/10/2006	NAME CHANGE: FROM MCI NETWORK SERVICES, INC.
8/23/2005	MERGER: MERGING WORLDCOM PAYROLL SERVICES, LLC, A QUALIFIED DE LIMITED LIABILITY COMPANY WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
8/23/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
6/27/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
2/15/2005	MERGER: MERGING MCI EQUIPMENT ACQUISITION CORPORATION, A QUALIFIED DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
10/25/1999	MERGER, MERGING WORLDCOM NETWORK SERVICES, INC., A QUAL DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., THE SURVIVOR
6/3/1999	CHANGE OF NAME FROM MCI TELECOMMUNICATIONS CORPORATION TO MCI WORLDCOM NETWORK SERVICES, INC.
11/19/1985	

	MERGER; MERGING MCI REALY CORPORATION WITH AND INTO MCI TELE COMMUNICATION CORPORATION, THE SURVIVOR
5/9/1985	MERGER; MERGING MCI EQUIPMENT CORPORATION AND MCI LEASING, I NC. WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION
12/3/1984	MERGER; MERGING WEST COUNTY DEVELOPMENT CORPORATION WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION, THE SURVIVOR
8/23/1984	MERGER; MERGING N-TRIPLE-C INC., WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION, THE SURVIVOR
Date	Amendment

Annual Reports
Date filed
5/21/2016
6/26/2017
5/23/2015
5/20/2014
5/14/2013
6/21/2012
5/17/2011
6/16/2009
8/20/2008
11/19/2007
3/15/2007
12/13/2005
9/27/2004
5/6/2004
5/13/2003
10/3/2001
11/30/2000
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, May 30, 2018 — 8:54 AM

© 2018 State of West Virginia

Harper, Linda B

Subject:

FW: VOIP13e

From: sandra.k.hawkins@verizon.com [mailto:sandra.k.hawkins@verizon.com]
Sent: Tuesday, October 17, 2017 3:14 PM
To: Lopez, Melanie L <Melanie.L.Lopez@wv.gov>
Subject: RE: VOIP13e

Melanie,

The Basking Ridge NJ is our Corp Headquarters and the PO Box in Dallas Texas is our billing remit to address.

Do you want this on letter head?

Sandy

verizon✓

Sandra K. Hawkins, MBA
Senior Client Partner

4700 ~~MacCorkle~~ ~~Av.~~ SE
Charleston, WV 25304

O 304.356.3395 | M 304.807.0207
sandra.k.hawkins@verizon.com

Learn where the future is going. Verizon Insights Lab

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Large Enterprise Business Wireline Service"**



 **verizon**
4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

March 21, 2018

State of West Virginia
Department of Administration
Purchasing Division
Attn: Jessica Chambers
2019 Washington St. E.
Charleston, WV 25305

RE: Verizon Corporate and Regional Addresses

Dear Ms. Chambers:

Verizon Select Services Inc. corporate offices are located at 22001 Loudoun County Parkway, Ashburn, Virginia; however Verizon has regional offices nationwide including in WV. Our regional offices in WV are 4700 MacCorkle Ave. S.E., Charleston, WV 25304 and 827 Fairmont Rd, Suite 204, Morgantown, WV 26505.

Please use 4700 MacCorkle Av S.E., Charleston, WV 25304 for all future correspondence.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



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

State of West Virginia
Master Agreement

Order Date: 2017-10-19

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

Order Number: CMA 0212 0212 VOIP13E		Procurement Folder: 385125
Document Name: VoIP13E - Emergency Purchase of Hosted VoIP Services		Reason for Modification:
Document Description: Hosted Voice over Internet Protocol (VoIP) Services		Agency Emergency Contract for Statewide Services
Procurement Type: Central Master Agreement		
Buyer Name: Linda B Harper		
Telephone: (304) 558-0468		
Email: linda.b.harper@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2018-10-20

VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0		Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 18 37347 FILE LOCATION

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount Open End

0-23-17
BAT
RETURNED TO BUYER

DATE: OCT 25 2017

SCANNED

ENTERED

2BA 10-23-17

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 10/23/2017 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 10-25-17 ELECTRONIC SIGNATURE ON FILE
--	---	--

Date Printed: Oct 19, 2017 Order Number: VOIP13E

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:

Emergency Purchase Order
Statewide Contract for
Hosted Voice over Internet Protocol (VOIP) Services

This Purchase Order constitutes the acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the agency, The West Virginia Office of Technology and the Vendor: Verizon Business, of Charleston, West Virginia. This open-end contract provides Hosted Voice over Internet Protocol (VoIP) services per the Vendors letter of agreement dated: 10/10/2017, the specifications, terms and conditions of original Contract: VOIP13; dated: 10/24/2013, and subsequent Change Orders and Contract VOIP13A ; dated: 09/28/2015 and subsequent Change Orders to the same incorporated herein by reference and made apart hereof and attached hereto.

Effective Dates: October 21, 2017 - October 20, 2018

Renewals Remaining: 1

Execution of this agreement by the Purchasing Director or their designee, constitutes acceptance by those parties of the Terms and Conditions contained in the attached documents and binds the Vendor whose signature appears therein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
	Service From	Service To			
Commodity Line Description: 81161700					

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services

VOIP13E	Document Phase Draft	Document Description Hosted Voice over Internet Protocol (VoIP) Services	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

The Verizon logo, consisting of the word "verizon" in a bold, sans-serif font, with a checkmark-like symbol above the 'i'.

4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 10, 2017

State of West Virginia
Attn: Melanie Lopez
Office of Technology
1900 Kanawha Blvd E
Bldg 5, 10th Floor
Charleston WV 25305

RE: Emergency Replacement Contract for VOIP13A

Dear Mrs. Lopez:

The West Virginia Office of Technology (WVOT) is requesting an Emergency Replacement Contract which is necessary to extend the current operating environment without disruption of services for the period October 21, 2017 to October 20, 2018, with an optional renewal period of an additional twelve months. The WVOT is requesting the Emergency Replacement Contract according to all Terms and Conditions, Pricing and Specifications contained in the Original Contract including all authorized Changes Orders with the current VOIP13A contract.

Verizon is agreeable to a twelve (12) month Emergency Replacement Contract, with an optional additional twelve-month period for any necessary transition of services, for the purpose of providing the existing services of VOIP13A, subject to and incorporating all terms & conditions, pricing, specifications and authorized Change Orders contained in the original VOIP13A Contract.

Thank you again for the opportunity to provide your telecommunications needs.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Hawkins".

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L. Myers, Manager, Contract Management; *Marsha K. Harrell, Senior Analyst, Contract Management*; and *Angela A. Cooper, Analyst, Contract Management*; and *Karen Blue Johnson, Analyst, Contract Management*; and *Jacquelyn A. Whiting, Director, Pricing & Contract Management*

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2017 and ending on June 30, 2018 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@com.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/17/17
Signature Date

Anthony Recine
Name VZ ID

SVP & CMO (Band 4)

Responsibility Code or Cost Center Code

J. Whiting 4/15/17
Delegate's Signature - Jacquelyn A. Whiting

Patricia L. Myers 6/16/17
Delegate's Signature - Patricia L. Myers

Marsha K. Harrell 6/13/17
Delegate's Signature - Marsha K. Harrell

Angela A. Cooper 6/16/17
Delegate's Signature - Angela A. Cooper

Karen B. Johnson 6/16/17
Delegate's Signature - Karen Blue Johnson



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
1

BLANKET RELEASE
00

CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PURCHASE
ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FUND	
10/24/2013		NET 30		470751768	
SHIP VIA		FOB		FREIGHT TERMS	
BEST WAY		DESTINATION		ACCOUNT NUMBER	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	PREPAID	MUL-MUL
	DELIVERY DATE	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
STATEWIDE OPEN END CONTRACT					
FOR THE PROCUREMENT, INSTALLATION, AND SUPPORT OF VOICE OVER INTERNET PROTOCOL (VOIP).					
THIS CONTRACT BETWEEN VERIZON BUSINESS SERVICES AND THE STATE OF WEST VIRGINIA IS COMPRISED OF THE FOLLOWING DOCUMENTS:					
REQUEST FOR PROPOSAL (RFP) INCORPORATED BY REFERENCE, ALL ADDENDA INCORPORATED BY REFERENCE, THE VENDOR'S PROPOSAL DATED 01/21/2013 INCORPORATED BY REFERENCE, AND DOCUMENTS ATTACHED HERETO.					
THIS CONTRACT IS BEING AWARDED WITH THE EXPECTATION THAT THE PARTIES WILL CONTINUE TO WORK IN GOOD FAITH TO COME TO AN AGREEMENT ON THE APPLICABILITY OF, AND LANGUAGE CONTAINED IN, A BUSINESS ASSOCIATE ADDENDUM. ONCE AN AGREEMENT IS REACHED, THIS CONTRACT MAY BE AMENDED BY CHANGE ORDER TO INCLUDE THE EXECUTED BUSINESS ASSOCIATE ADDENDUM IF APPLICABLE. THE PARTIES UNDERSTAND THAT UNTIL SUCH TIME AS AN AGREEMENT ON THE BUSINESS ASSOCIATE					
				PURCHASING DIVISION CERTIFIED ENCUMBERED	
				OCT 24 2013	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>				OPEN END	
				TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY KRISTA FERRELL 304-558-2596
PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 60130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE 7
2

BLANKET RELEASE
00

CHANGE ORDER

CORRECT PURCHASE ORDER NUM
MUST APPEAR ON ALL PACKAGES
INVOICES, AND SHIPPING PAPERS
QUESTIONS CONCERNING THIS PO
CHASE ORDER SHOULD BE DIRECT
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/ESH		FUND	
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		NUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
0001	12/31/2012	LS	725-57-01-001		.00000		
ADDENDUM IS REACHED, NO VOICEMAIL OR VOICE RECORDING SERVICES MAY BE PROVIDED TO A HIPAA COVERED ENTITY. VOICE OVER INTERNET PROTOCOL (VOIP)							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY
PURCHASING DIVISION AUTHORIZED SIGNATURE

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 **October 21st, 2017**

and extends for a period of **one (1)** year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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 **one (1)** 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.

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



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

- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed 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 and shall list the state as a certificate holder:
- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 ☐ or more.
 - ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - ☐
 - ☐
 - ☐
 - ☐
 - ☐
 - ☐

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

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. [RESERVED]

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.

ADDENDUM TO RFP NO. VOIP13 AND VERIZON'S PROPOSAL

This Addendum is made on the date signed below by and between the State of West Virginia ("State"), and Verizon Business Network Solutions, Inc. ("Verizon") on behalf of (as a signatory agent): MCI Communications Services, Inc. d/b/a Verizon Business Services (47-0751768)

to clarify various issues contained in the Request for Proposal identified as RFP No. VOIP13 ("RFP") and Verizon's proposal submitted in response to it ("Verizon's Proposal"). The RFP, Verizon's Proposal, and any other documents that combine to form the contract for the services requested in the RFP ("Contract"), are modified as follows:

1. **WV-96 AGREEMENT ADDENDUM:** All provisions contained in the Revised WV-96 Agreement Addendum, attached hereto as Exhibit A and incorporated herein by reference, shall control and take priority over Verizon's Proposal and any other conflicting provisions contained in the Contract.
2. **TERM, NOTICE TO PROCEED, TIME IS OF THE ESSENCE:** The Contract will commence upon, and performance obligations will begin after the parties' execution and award of a contract by the State.
3. **LIQUIDATED DAMAGES:** Liquidated damages will be limited to 3% of the total revenue paid to Verizon under the Contract for downtime due to vendor failure. This clause shall in no way be considered exclusive and shall not limit the State or Agencies right to pursue any other available remedy.
4. **WV SENATE BILL 700:** Any references to WV Senate Bill 700 are hereby deleted.
5. **MODIFICATIONS:** Verizon's Proposal will in no way change the requirement that any modification of the Contract requires approval from Verizon and the State. Approval by the State requires signed documentation from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only).
6. **PRICING:** The pricing contained in Verizon's proposal and the Contract shall not be modified without the express written agreement of Verizon, and the State. Approval by the State requires separate approvals from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only). Without all necessary approvals, any price changes are void and of no force and effect. The State hereby rejects the Pricing Disclaimer contained in Verizon's Proposal.
7. **PRICING EXTENSION:** Verizon hereby extends the pricing contained in Verizon's Proposal to the date of this Addendum.

- 8. PRICING ACCEPTANCE:** The State hereby rejects any pricing tied to the MPLS07 contract.
- 9. HOURLY RATE CLARIFICATION:** Verizon's Proposal reflects a \$0 cost per hour for the positions of "Solution Architect" and "Account Management." The work performed by individuals employed in those two positions (if any) will be provided to the State at no cost. Additionally, Verizon is prohibited from adding additional positions and/or hourly rates not identified in the RFP pricing pages without approval from the State. Approval by the State requires separate approvals from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only).
- 10. P-CARD:** Verizon's proposal of a \$5 fee for accepting certain payments via telephone, contained on page 129 of Verizon's technical proposal is accepted.
- 11. INDEMNIFICATION:** Verizon's Indemnification provisions beginning on page 130 of its Technical Proposal are accepted to the extent not modified by the revised WV-96 Agreement Addendum.
- 12. BACKGROUND CHECK:** Verizon's response to "51. BACKGROUND CHECK:" is hereby rejected. Verizon will comply with that provision as contained in the West Virginia Code and the General Terms and Conditions of the RFP.
- 13. SERVICE LEVEL AGREEMENTS:** Any Service Level Agreement resulting from the Contract will conform to the requirements of the Contract and must be submitted to the Purchasing Division and the Attorney General's office for approval as a change order to this Contract prior to Verizon performing any work under the Service Level Agreement. Discussions about when and how the services required by the Contract will be performed should be memorialized in Service Level Agreements, but under no circumstances can a Service Level Agreement increase or decrease the scope or manner of services required by the Contract.
- 14. FINAL CONTRACT and ORDER OF PRECEDENCE:** Any references to negotiation, final agreements or final contracts are hereby deleted. The State cannot award a contract and then negotiate a final contract. There will be one contract approved by the West Virginia Office of Technology, the Purchasing Division, and the Attorney General's office (as to form only). That contract will include the revised WV-96 Agreement Addendum, this Addendum, Addendums to the RFP, the RFP, the Clarifications to Verizon's Proposal, and Verizon's Proposal in descending order of priority with the WV-96 being first in priority and Verizon's Proposal being last in priority.
- 15. IRS PUBLICATION 1075:** Verizon confirms that the solution offered in Verizon's Proposal is in compliance with IRS Publication 1075. Additionally, Exhibit 7 to IRS Publication 1075 is specifically incorporated herein by reference.

16. **Service Level Objectives:** The Service Level Objectives dated December 21, 2012, a copy of which is attached hereto as Exhibit B, will be modified as follows:

The first paragraph in the Change Management section will be modified as follows:

From: The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time.

To: The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time only after obtaining agreement from the state.

The second paragraph in the Change Management section will be modified as follows:

From: Voicemail Password reset requests will have a 4 hour service objective.

To: Voicemail Password reset requests will have a 2 hour maximum service objective.

17. **Moves, Adds, Changes, and Deletions (MACDs) Charges:** The State will not be charged for Moves, Adds, Changes, and Deletions as long as a web portal is not available.

Verizon Business Network Services, Inc.
on behalf of MCI Communications, Inc.
d/b/a Verizon Business Services

Vendor

By: Marsha K. Harrell

Its: Marsha K Harrell
Senior Consultant
Contract Management

Date: 10/23/13

WV Office of Technology

By: R. Harbom

Its: PMO Director

Date: 10/23/2013

WV Attorney General's Office

By: D. H. J.

Its: Chief Counsel

Date: 10/24/13

WV Purchasing Division

By: W. M. J.

Its: Assistant Director

Date: 10/23/2013

WV-95
Rev. 8/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. **DISPUTES** - Any reference in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - These provisions of any clause requiring the Agency to indemnify or hold harmless any party are hereby deleted in their entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any reference to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes for which it is exempt are deleted. As a State entity, this Agency is exempt from Federal, State, and local taxes and will not pay taxes for which it is exempt for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Services performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** - Any clause limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is hereby deleted and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and except for an assignment to a Vendor affiliate, Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement for claims involving personal injury, death or property damage is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. Vendor's liability under this Agreement shall not exceed the amount paid to Vendor under this Agreement. However, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WV OT
Signed: K. Harbom
Title: PMO Director
Date: 10-23-2013

VENDOR

VorTech Business Network Services, Inc.
on behalf of DCI Communications, Inc.
d/b/a VorTech Business Services

Company Name:

Signed:

Marsha K. Harrell

Title:

Marsha K. Harrell

Date:

Senior Consultant
Contract Management

10/23/13

Approved as to form this 24th day of
October, 2013
Patrick Morrissey, Attorney General
(By: [Signature])

Verizon

UCCaaS

Service Level Objectives

December 21, 2012

Service Level Objectives

Overview

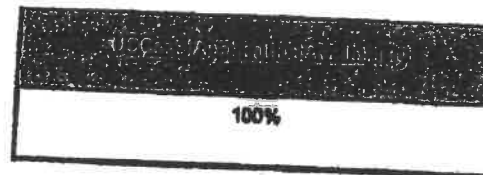
Verizon supports quality service on Unified Communications and Collaborations as a Service by offering a service level objective for customers that implement UCCaaS with Verizon Private IP (MPLS) transport service. Verizon UCCaaS Service Level Objectives are provided for the following service areas:

- ▣ Application Availability
- ▣ Call Quality Including:
 - Mean Opinion Score
- ▣ Change Management
- ▣ Proactive Notification
- ▣ Time to Repair

Application Availability

UCCaaS applications are defined as the customer solution incorporating CUCM, CUPS, CUCx designed using Cisco best practices for redundancy and availability in conjunction with UCCaaS geographic redundancy (C1 2013) with dual Private IP access to each data center.

Application availability is defined as the amount of time the service is available within a given month. A UCCaaS application is deemed "Available" if i) no Outage alarm events have occurred in the Verizon's Network Operations Center ("NOC"), or ii) no Trouble Ticket related to Outages has been opened by Customer.



Call Quality

UCCaaS Call Quality service objectives include a Mean Opinion Score value derived from samples taken hourly and reported as an aggregate on a monthly basis.

The MOS calculation is an algorithm run on completed call segments using information such as Codec type used, reference conditions, and sample rates which are provided by devices like IP phones and gateways as part of the call detail records and call detail management tools within the UCCaaS platform on each call segment. The output from the algorithm provides an assessment of the listening quality experienced by the end user in the form of a value between 1 and 5, where 1 is poor voice quality and 5 is excellent voice quality.

Call Quality reports for Mean Opinion Score will show the measurement of the quality element as a percentage of Good, Acceptable and Poor quality derived from the objectives in the table below for the month.

Global Service Objectives	
Good	MOS \geq 4.0
Acceptable	MOS \geq 3.7
Poor	MOS \leq 3.5

Change Management

The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time.

Voicemail Password reset requests will have a 4 hour service objective

Inside of Customer's Network	Outside of Customer's Network
72 Hours	<ul style="list-style-type: none"> Add, Remove, Change an IP Phone or soft phone Add, Remove, Change a User, Directory Listing Add, Remove, Change Call Capabilities Hot List Add, Remove, Change Call Pickup Group Change Phone Button Configuration Change Soft Key Configuration Add, Remove, Change Extension Mobility Set Up/Login Features Add, Remove, Change Voicemail Box Voicemail Password Reset Add, Remove, Change e.Presence User

Pro-Active Notification

The Pro-active Service Outage notification objective is for UCCaaS customers utilizing the following applications: Unified Communication Manager, Unified Presence Server and Unity Connections messaging. Pro-active notification will be provided to the customers designated point of contact through email. Verizon has fifteen (15) minutes to notify the customer primary point of contact from the start point of the notification period defined below.

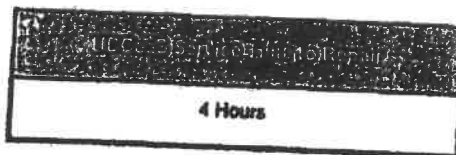
- The "Notification Period" begins with the opening of a Trouble Ticket for a service outage and ends when the Trouble Ticket is closed. Verizon is in compliance if the customer opens the Trouble Ticket or contacts Verizon within the Notification Period. Verizon will provide a ticket number and initial status.
- "Service Outage" is defined as a customer affecting network outage; service unavailable; call completion impacted. Service outage SLO for pro-active notification does not apply to voice messaging or presence applications.

Time to Repair (TTR)

Time to Repair is defined as the time it takes to close a reported UCCaaS service outage trouble ticket. The TTR SLA applies to the Cisco Unified Communication Manager, Cisco Unity Connection, and Cisco Unified Presence applications.

Time to Repair starts when a trouble ticket is opened by Verizon or the Customer for an outage event and concludes when the trouble ticket is closed following the resolution of an outage event.

- Calculation time periods do not include non-Verizon networks or (PSTN or SIP) Trunking services.



State of West Virginia

Attachment C - Cost Sheet

VOIP13: Cost Sheet - MPLS						
A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package	\$13.49	50		\$674.50	12	\$8,084.00
Standard Package	\$19.17	300		\$5,751.00	12	\$69,012.00
Enhanced Package	\$37.36	150		\$5,604.00	12	\$67,248.00
Total Call Control Monthly Charges						\$144,354.00
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection	Fiber	Ethernet	20 Mbps	\$3,097.60	12	\$37,171.20
Total Data Connectivity Monthly Charge						\$37,171.20
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration					12	\$0.00
Fee 2-Federal Universal Service				\$1,755.80	12	\$21,069.60
Fee				\$225.87	12	\$2,710.44
Total Additional Monthly Charges						\$23,780.04
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						\$205,305.24

January 23, 2013



State of West Virginia

Attachment C – Cost Sheet

VOIP13: Cost Sheet – Type 3

A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package	\$13.49	50		\$674.50	12	\$8,094.00
Standard Package	\$19.17	300		\$5,751.00	12	\$69,012.00
Enhanced Package	\$37.36	150		\$5,604.00	12	\$67,248.00
Total Call Control Monthly Charges						\$144,354.00
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection	Fiber	Ethernet	20 Mbps	\$3,781.60	12	\$45,379.20
Total Data Connectivity Monthly Charge						\$45,379.20
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration					12	\$0.00
Fee 2-Federal Universal Service				\$1,865.93	12	\$22,391.16
Fee				\$239.62	12	\$2,875.44
Total Additional Monthly Charges						\$25,266.60
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						\$214,999.80

January 23, 2013



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, travel, per diem, and any other travel-related expenses.</i>			
	Cost Per Hour	Estimated Hours	Total
Position: Project Manager	\$185.00	100	\$18,500.00
Subtotal		100	\$18,500.00
Position: Network Engineer	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Solution Architect	\$ -	100	\$0.00
Subtotal		100	\$0.00
Position: Contact Center Specialist	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Network Engineer	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Account Management	\$ -	100	\$0.00
Subtotal		100	\$0.00
Position:		100	\$0.00
Subtotal			
Services Total			\$78,500.00

State of West Virginia

Attachment C - Cost Sheet

Professional Services - Additional Categories

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
Communications	Contact Center Services			\$200			
Communications	Unified Communications & Collaboration	\$190		\$225		\$275	\$185
Communications	UCaaS / UC Product Design & Implementation		\$200				\$185
Network	IPv6		\$185	\$195		\$260	\$185
Network	WAN Optimization Services		\$185	\$195		\$260	\$185
Network	Wireless LAN		\$185	\$195		\$260	\$185
Network	Data Protection		\$185	\$195		\$260	\$185
Mobility	Machine-to-Machine		\$190	\$210		\$260	\$185
Mobility	Mobility Consulting		\$190	\$210		\$260	\$185
Mobility	Machine-to-Machine - System Integration		\$190	\$210		\$260	\$185
Mobility	Mobility - System Integration		\$190	\$210		\$260	\$185
IT Solutions	Application		\$185	\$200		\$225	\$185
IT Solutions	Data & Storage		\$185	\$200		\$225	\$185
IT Solutions	Data Center Services		\$185	\$200		\$225	\$185
IT Solutions	IT Infrastructure		\$185	\$200		\$225	\$185
IT Solutions	IT System Integration		\$185	\$200		\$225	\$185
IT Solutions	Business Optimization & Resiliency		\$185	\$200		\$225	\$185
IT Solutions	Cloud Strategy		\$185	\$200		\$225	\$185
IT Solutions	Compliance		\$185	\$200		\$225	\$185

January 23, 2013

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State of West Virginia

Attachment C – Cost Sheet

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
IT Solutions	Solutions Architecture		\$185	\$200		\$225	\$185
IT Solutions	Training - Cloud and Security		\$185	\$200		\$225	\$185
Communications - Staff Augmentation	Contact Center Services	\$125	\$150	\$205			\$175
Communications - Staff Augmentation	Unified Communications & Collaboration	\$125	\$150	\$205			\$175
Communications - Staff Augmentation	UCaaS / UC Product Design & Implementation	\$125	\$150	\$205			\$175
Network - Staff Augmentation	IPv6	\$125	\$150	\$205			\$175
Network - Staff Augmentation	WAN Optimization Services	\$125	\$150	\$205			\$175
Network - Staff Augmentation	Wireless LAN	\$125	\$150	\$205			\$175
Network - Staff Augmentation	Data Protection	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Machine-to-Machine	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Mobility Consulting	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Machine-to-Machine - System Integration	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Mobility - System Integration	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Application	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Data & Storage	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Data Center Services	\$125	\$150	\$205			\$175

January 23, 2013

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State of West Virginia

Attachment C - Cost Sheet

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
IT Solutions - Staff Augmentation	IT Infrastructure	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	IT System Integration	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Business Optimization & Resiliency	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Cloud Strategy	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Compliance	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Solutions Architecture	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Training - Cloud and Security	\$125	\$150	\$205			\$175



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
1

BLANKET RELEASE
00

CHANGE ORDER
1

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
CHANGE ORDER #01							
CHANGE ORDER ISSUED TO CLARIFY LIST OF SERVICES AVAILABLE UNDER THE CONTRACT AND TO ADD ORDERING PROCEDURES FOR AGENCIES USING THE CONTRACT, PER THE ATTACHED DOCUMENTATION.							
ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.							
10/20/2014			725-57-01-001				
VOICE OVER			INTERNET PROTOCOL (VOIP)				
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						APR 29 2014	
						Beverly Toler	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY

GUY NISBET

304-558-2596

PURCHASING DIVISION AUTHORIZED SIGNATURE



Earl Ray Tomblin
Governor

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Ross Taylor
Cabinet Secretary
Gale Given
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Christine Fernandes *CF*
Procurements PM for West Virginia Office of Technology

CC: Kim Harbuz
PMO Director for West Virginia Office of Technology

SUBJECT: CHANGE ORDER - VOIP13 STATEWIDE CONTRACT

DATE: April 23, 2014

WVOT has evaluated the comprehensive list of services offered by Verizon the vendor for the VoIP13 Statewide Contract and this change order is to clarify the Hosted VoIP services that will be awarded under the contract. Below is a list of services to be awarded to the vendor based on the VoIP13 solicitation with the associated page ranges listed in the vendor's Cost Proposal. Those services not intended for award are marked as 'No Award':

VOIP13 Contract Services

1. **Project Services and Financial Management- No Award** Pages 17-26
These types of services cross various disciplines and not directly, Hosted Voice related. These apply to non-IT functions as well. Therefore, they could be acquired through other delivery contracts or proposals.
2. **IP Integrated Access- Award** Pages 27-29
This service allows entities to carry both data and voice over the same connection.
3. **IP Trunking- Award** Pages 30-32
This provides voice channeling and consolidation sharing across the state network for cost reduction purposes.
4. **Hosted IP Centrex- No Award** Pages 33-43
This service is an IP-based voice service offered by the vendor and is not required.
5. **Unified Communication and Collaboration (UCCaaS)- Award** Pages 44-51

This is the core service which provides all call control, voicemail, presence, messaging, move/add/change/delete (MACD) for telephony users.

6. **Managed WAN Service- No Award** Pages 62-61
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
7. **Managed LAN Services- No Award** Pages 62-66
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
8. **Managed IP PBX Services- No Award** Pages 69-82
This service allows entities to acquire management and maintenance of an existing IP base telephony system.
9. **Audio Conferencing – Award** Pages 83-89
This service allows ad-hoc conference calling on-demand for end users on the hosted solution.
10. **Video Conferencing- Award** Pages 90-94
This service allows ad-hoc video conferencing on-demand for end users on the hosted solution.
11. **Web EX Connect- Award** Pages 95-97
This service allows ad-hoc web collaboration on-demand for end users.
12. **Open Video Communications (OVC) Award** Pages 98-105
This service allows integration of telephony and video conferencing solutions without replacing all current telecommunications equipment by end users.
13. **IP Contact Center Services Award** Pages 106-116
This service allows entities to acquire integration, management, and maintenance of an existing IP Contact Call Center system.
14. **Virtual Contact Center Services Award** Pages 116-121
This service allows entities to acquire a hosted Contact Center Service solution which currently does not exist today without investing in capital expenditure equipment.
15. **Managed Security Services No Award** Pages 128-173
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
16. **Security Management Program No Award** Pages 174-187
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.

All services listed as Award are available only in conjunction with the solicited hosted voice, video and collaboration services provided in the contract. For example, the Session Initiated Protocol services of IP Integrated Access and IP Trunking proposed by the vendor can only be procured for a hosted VoIP solution.

Under the previously authorized mandates, the Attachment – "Ordering Procedures" also outlines the ordering procedures to be used by all state agencies and political subdivisions in various locales. This change order also seeks to ratify and highlight these procedures.

Please let me know if I may provide additional information.

ATTACHMENT I - Ordering Procedures for Agencies and political subdivisions

WVOT will submit written state contract order blanket release form WV-39 (found on Purchasing Division's website).

1. WVOT-supported agency requests for services under this contract will be submitted to WVOT for approval by the spending unit by submitting a Telecommunications Change Request form (TCR-Form attached to this ordering procedure).

These documents must designate the goods or services desired. The WVOT will submit the appropriate documents, upon approval, to the vendor for Hosted contract services. WVOT will monitor each service request until completion and provide status updates to the agency/user until service installation is completed.

Please email all requests with both forms to: tcn@wv.gov.

WVOT non-supported agency requests for services under this contract will be submitted directly to the vendor. For such requests, billing of services will be between the vendor and the non-supported agency.

TCR FORM

40

VOIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)

1-Agency Detail:		2-(WVOT Only)	
		TCR#:	Due Date:
Agency:		Division:	
Agency Contact:	Phone:	CELL:	
Agency On-Site Contact:	Phone:	CELL:	
Agency On-Site Address:	E-mail Address:		
	6-Digit Account Number (UBI) and Verizon Account Number: 915001		
	Hours of Operation:		
3-WVOT On-Site Contact:		Phone #:	CELL #:
		E-mail Address:	
WVOT On-Site Contact:		Phone #:	CELL #:
		E-mail Address:	

4-Requested Services (Complete all that apply)

SERVICE COMPONENT	CHECK THE BOX OF THE DESIRED SERVICE(S)
Hosted VOIP - New Implementation	<input type="checkbox"/>
Hosted VOIP – Existing (move, add, change, delete)	<input type="checkbox"/>
Hosted Virtual Contact Center – New Implementation	<input type="checkbox"/>
Hosted Virtual Contact Center – Existing (move, add, change, delete)	<input type="checkbox"/>
IP Contact Center Services	<input type="checkbox"/>
Open Video Communications	<input type="checkbox"/>
WebEx	<input type="checkbox"/>
Audio Conferencing	<input type="checkbox"/>
Other:	<input type="checkbox"/>

5-TCR AUTHORIZATION

BY SIGNING BELOW, THE AGENCY AGREES TO PAY BOTH NON-RECURRING (NRC) AND MONTHLY RECURRING (MRC) COSTS ASSOCIATED WITH THIS TCR – AS DETAILED IN THE ATTACHED DOCUMENTATION.

Agency Authorization:		
	(Printed Name)	(Signature)

(WVOT USE ONLY)

WVOT Authorization		
Completed By		



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
1

BLANKET RELEASE
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CHANGE ORDER
2

CORRECT PURCHASE ORDER NUMBER
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TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/14/2014		NET 30		470751768			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #02				
	CHANGE ORDER ISSUED FOR THE FOLLOWING CHANGES TO THE CONTRACT.						
	1. PUBLISH REVISED PRICING SHEET RATES.						
	2. UPDATE THE IP TOLL RATE BASED ON USAGE.						
	3. ADD WV HAA AGREEMENT TO THE VOIP13 AGREEMENT FOR STATE AGENCIES.						
	4. EFFECTIVE DATE: 05/14/2014						
	5. NO OTHER CHANGES.						
	ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.						
	10/20/2014		725-57-01-001				
	VOICE OVER	INTERNET	PROTOCOL (VOIP)				
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							
PURCHASING DIVISION CERTIFIED ENCUMBERED							
MAY 14 2014							
Beverly Toler							
OPEN END							
TOTAL							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY GUY NISBET 304-558-2596
PURCHASING DIVISION AUTHORIZED SIGNATURE



Earl Ray Tomblin
Governor

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Ross Taylor
Cabinet Secretary
Gale Given
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Christine Fernandes *CF*
Procurements PM for West Virginia Office of Technology

CC: Kim Harbour
PMO Director for West Virginia Office of Technology

SUBJECT: CHANGE ORDER TWO - VOIP13 STATEWIDE CONTRACT

DATE: May 11, 2014

In addition to the change order requested on May 8, 2014, this is to provide the additional information requested to update and include an IP toll rate under Sections 3.3.1 and 3.4. This rate was developed by Verizon based on an estimated agency usage of 8,000 calls per month averaging 7.5 minutes per call. We have confirmed that there will be no agency commitment to this usage and the standard rate will be set at \$.0232 per minute.

Also attached to this change order is the Business Associate Addendum (BAA) signed by Verizon, approved as to form by the Attorney General's office and acknowledged by the WVOT. We would like to include this as part of the change order. Please let me know if there is any additional information required.

TO: Christine Fernandes – Procurement PM for WVOT

FROM: Melanie Lopez – WVOT PM for IP Telephony

CC: Kim Harbour – WVOT PMO Director
John Dunlap – WVOT Network Engineering Director

SUBJECT: Clarification Change Order – VOIP13 Statewide Contract

DATE: May 7, 2014

In order to further clarify the vendor's change request letter, the following items are associated with our request in the initial change order to include the following services:

5. Unified Communication and Collaboration as a Service (UCCaaS), from page 44 of the Cost Response – reducing monthly rates.

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User		
Essential Package	\$16.00	New Rate	\$11.36
Basic Package	\$22.00	New Rate	\$15.62
Enhanced Package	\$27.00	New Rate	\$19.17
Premium Package	\$32.00	New Rate	\$22.72

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User		
Call Control	\$19.00	New Rate	\$13.49
Voicemail	\$ 3.50	New Rate	\$ 2.45
Presence/Instant Messaging	\$ 3.00	New Rate	\$ 2.10

The remaining items in the vendor letter are associated with our request in the initial change order to include,

13. IP Contact Center Services, from page 110 of the Cost Response – adding the TBD rates;

3.3.1 Toll Free Transport Charges – Domestic. Customer will be charged a transport rate of \$.0235 per minute, assessed in 6-second increments for VoIP Inbound Toll Free calls originating in domestic locations and terminating to IP endpoints. For calls terminating to non-IP end points, charges will be assessed in accordance with the separately-executed Service Attachment for Long Distance Voice Services reference in Section 1.1.1, above. Unless otherwise stated, a \$0.01 per-call minimum transport charge applies.

3.4 Local Origination Access Charges. For VoIP Inbound Local Origination, where a tariff applies, Customer will pay the rates set forth in the tariff. Where no tariff applies, Customer will pay the following per-minute Local Origination access rates, assessed in six-second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per-call minimum applies.

	Without IP IVR	With IP IVR
Switched Termination	<u>\$.0232</u>	<u>\$.0180</u>
Dedicated/Local Termination	<u>\$.0232</u>	<u>\$.0180</u>
IP Termination	<u>\$.0232</u>	<u>\$.0180</u>

 **verizon**
4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

May 8, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: Further Information for Change Order

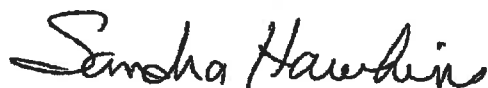
Dear Mrs. Lopez:

Verizon response to address rates for Section 3.3.1 and 3.4; The Verizon Virtual Contact Center platform requires calls to be delivered from the VoIP Inbound services platform. Verizon provides the rates based on anticipated usage and commitment associated with services to be provided and current Verizon rates.

Although there is no commitment associated with this service, Verizon used anticipated usage based on current customer estimates of 8,000 calls per month at an average of 7.5 minutes per call, along with possible future growth of the services to support a deeply discounted rate. The Standard rate for this service per minute is \$.035 per minute, and Verizon is providing a discounted rate of \$.0232 per minute.

Verizon commits to provide the best services at the best rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

April 22, 2014

Department of Administration
 2019 Washington Street, East
 PO Box 50130
 Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

Verizon would like to provide a reduction in the Monthly Recurring Charges for the UCCaaS Packages listed on page 44 of the Cost Section, Service Attachment for Unified Communications and Collaboration as a Service Part I: Rates and Charges..

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User	
Essential Package	\$16.00	New Rate \$11.36
Basic Package	\$22.00	New Rate \$ 15.62
Enhanced Package	\$27.00	New Rate \$19.17
Premium Package	\$32.00	New Rate \$22.72

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User	
Call Control	\$19.00	New Rate \$ 13.49
Voicemail	\$3.50	New Rate \$ 2.45
Presence/Instant Messaging	\$3.00	New Rate \$ 2.10

Verizon would like to replace the following sections adding the TBD rate on page 110 in the Cost Section:
3.3.1 Toll Free Transport Charges – Domestic. Customer will be charged a transport rate of \$.0235 per minute, assessed in 6-second increments, for VoIP Inbound Toll Free calls originating in domestic locations and terminating to IP end points. For calls terminating to non-IP end points, charges will be assessed in accordance with the separately-executed Service Attachment for Long Distance Voice Services referenced in Section 1.1.1, above. Unless otherwise stated, a \$0.01 per-call minimum transport charge applies.

3.4 Local Origination Access Charges. For VoIP Inbound Local Origination, where a tariff applies, Customer will pay the rates set forth in the tariff. Where no tariff applies, Customer will pay the following per-minute Local Origination access rates, assessed in six-second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per-call minimum applies.

	Without IP IVR	With IP IVR
Switched Termination	<u>\$.0232</u>	<u>\$.0180</u>
Dedicated/Local Termination	<u>\$.0232</u>	<u>\$.0180</u>
IP Termination	<u>\$.0232</u>	<u>\$.0180</u>

Verizon's VoIP Inbound Toll Free and/or Local Origination service is required for Verizon's Virtual Contact Center to use the phone call routing capabilities as stated in the Virtual Contact Center Service Attachment.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management

Marsha K Harrell, Senior Consultant, Pricing & Contract Management

Lisa M Guignard, Director, Pricing & Contract Management

and

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2013 and ending on June 30, 2014 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:	
<i>Anthony Recine</i>	6/18/13
Signature	Date
Anthony Recine	
Name	VZ ID
VP, Pricing & Contract Management	
Responsibility Code or Cost Center Code	
<i>Lisa M Guignard</i>	6/20/13
Delegate's Signature - Lisa M Guignard	
<i>Patricia L Myers</i>	6/19/13
Delegate's Signature - Patricia L Myers	
<i>Marsha K Harrell</i>	6/19/13
Delegate's Signature - Marsha K Harrell	

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE, the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agency11.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. Protected Health Information or PHI shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. Security Incident means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. Subcontractor means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. Further Uses and Disclosures. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 19406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to the Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vm/agencyvi.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wy.gov or <https://apps.wy.gov/oit/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named or an adverse party.

4. Addendum Administration,

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
 - d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
 - e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.
- 5. General Provisions/Ownership of PHI.**
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
 - b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
 - c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
 - d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
 - e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
 - f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
 - g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
 - h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WVOT

Signature: [Signature]

Title: CTO

Date: 5/12/14

Form - WVBA-012004
Amended 06.25.2013

Name of Associate: Verizon Business Network Services Inc.

Signature: [Signature]

Margie K. Harrell

Sr. Analyst

Contract Management

Title: _____

Date: 5/9/14

APPROVED AS TO FORM THIS 26th
DAY OF June 20 14
BY [Signature]
Patrick Montee
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Verizon Business Network Services Inc.

Name of Agency: _____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**AMENDMENT
TO THE
WV STATE GOVERNMENT
HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Amendment is to the HIPAA BUSINESS ASSOCIATE ADDENDUM between MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon"), and the State of West Virginia ("Customer") dated _____ (the "BAA").

WHEREAS, the parties entered into a statewide open end contract (PO No. VOIP13) dated October 24, 2013 for certain Voice Over Internet Protocol (VOIP) products and/or services to be provided to Customer; and

WHEREAS, the parties now desire to execute the HIPAA Business Associate Addendum;

NOW THEREFORE, the parties agree to amend the BAA as follows:

1. The first paragraph of the WV State Government Business Associate Addendum (hereinafter "BAA") is replaced with the following:

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc., a Verizon company ("Associate"), and is effective as of the final date of execution of the Addendum.

2. Numbered paragraph 2(b) of the BAA is replaced with the following:

Purposes. Except as otherwise limited in this Addendum, Associate may receive, use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such receipt, use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate acknowledges that HIPAA provides direct responsibility to Associate concerning impermissible use and disclosures of the PHI it handles on behalf of Agency.

3. Numbered paragraph 3(b) of the BAA is replaced with the following:

Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any unauthorized use or disclosure of the PHI, including any successful Security Incident not provided for by this Agreement of which it becomes aware.

4. Numbered paragraph 3(f) of the BAA is replaced with the following:

Support of Individual Rights. Given the nature of the underlying contract, the Parties do not expect that there will be any need for Associate to provide support for individual rights as set forth in subsection f. In the event that such support is required, the Associate will work diligently to meet the 10 day response time set forth in subsection f. If Associate has difficulty complying with the timelines in subsection f, the Parties will work together in a diligent manner to assure the support of individual rights.

5. Numbered paragraph 3(i)(ii) of the BAA is replaced with the following:

Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment if possible and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

6. Numbered paragraph 3(g) of the BAA is replaced with the following:

Retention of PHI. [Intentionally deleted.]

7. Numbered paragraph 3(h) of the BAA is replaced with the following:

Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the terms found within the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

8. Numbered paragraph 3(i) of the BAA is replaced with the following:

Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. Upon reasonable notice, The Associate shall also make these same internal practices, books and records available to Agency, or Agency's contractor, for reasonable, periodic audit(s) of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

9. Numbered paragraph 3(l) of the BAA is replaced with the following:

Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately (no later than 24 hours) by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected successful Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/Default.aspx>. A "successful security incident" is the successful unauthorized access, receipt use, disclosure, modification or destruction of information or interference with system operations in an information system.

The Associate shall immediately investigate such suspected successful Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. To the extent known by Associate, within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer; and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

Associate shall also supply the Agency with a summary report regarding attempted but unsuccessful security incidents of which Associate has become aware, within thirty (30) days of such a request (so long such requests are made no more frequently than once every twelve (12) months), or more frequently if such a request is reasonable, necessary, and directly related to protecting the Associate against a material vulnerability.

10. Numbered paragraph 3(m) of the BAA is replaced with the following:

Assistance in Litigation or Administrative Proceedings. The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as fact witnesses or to the extent of a reasonable request for limited, cooperative assistance, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent are named as an adverse party or have an interest adverse to the Agency or the claimant.

11. Numbered paragraph 5(h) of the BAA is replaced with the following:

Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process and made part of this Addendum if mutually agreed to by the parties and attached hereto. The parties acknowledge and agree to the following additional terms:

Privacy Insurance. In the event Agency or State obtains privacy liability insurance, it shall supply Associate with a Certificate of Insurance or similar documentation demonstrating such coverage, within thirty (30) days of written request from Associate.

12. Appendix A is amended to add the following as the last sentence at the bottom:

All Protected Health Information reasonably associated with the "Scope of Work" attached hereto.

13. Except as specifically modified herein, all other terms and conditions of the BAA remain in full force and effect.

14. This Amendment is hereby made a part of the BAA and incorporated therein by reference.

15. Each party, intending to be legally bound has caused this Amendment to be executed by its authorized representative on the date(s) indicated below, to be effective as of the last date executed.

State of West Virginia

By: [Signature]

Name: Gale Griver

Title: CTO

Date: 5/12/14

Verizon Business Network Services Inc. on behalf of
MCI Communications Services, Inc.

By: [Signature]

Name: Marsha K Harrell

Sr. Analyst

Title: Contract Management

Date: 5/9/14

Approved as to form this 14th day of May, 2014
Patrick Morrissey, Attorney General

By: [Signature]
Chief Counsel



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

State of West Virginia
Master Agreement

Order Date: 2014-10-24

60
CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Number: CMA 0212 0212 VOIP13	
Document Name: Change Order 3 for Converted VOIP13	Procurement Folder: 232
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	Reason for Modification:
Procurement Type: Central Master Agreement	Renewal and price reductions. All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and in effect.
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	
Free on Board: FOB Dest, Freight Prepaid	Effective Start Date: 2013-10-21
	Effective End Date: 2015-10-20

BUSINESS SVCS VERIZON
4700 MACCORKLE AVE STE 101

CHARLESTON

WV 25304

US

Vendor Contact Phone: (909) 999-9999

Extension:

Discount Percentage: 0.0000

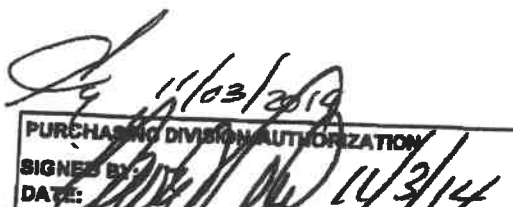

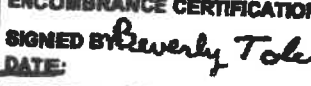
Discount Days: 0

Requestor Name: Guy Nisbet

Requestor Phone: (304) 558-2596

Requestor Email: guy.l.nisbet@wv.gov

ALL STATE AGENCIES	STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City	No City
WV 99999	WV 99999
US	US

 PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: 11/3/14 ELECTRONIC SIGNATURE ON FILE	 ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: 11/5/14 ELECTRONIC SIGNATURE ON FILE	 ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly Toler DATE: ELECTRONIC SIGNATURE ON FILE
--	---	---

Date Printed: Oct 24, 2014 Order Number: VOIP13

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:

PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER INTERNET PROTOCOL SOLUTIONS and SVCS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000

Description: Data Voice or Multimedia Network Equipment or Platforms and**Extended Description:**

Total Order Amount	Open End
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Earl Ray Tomblin
Governor

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Ross Taylor
Cabinet Secretary
Gale Given
Chief Technology Officer

TO: Guy Niebet
Purchasing Division

FROM: Melanie Lopez *Melanie Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Kim Harbour
PMO Director, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

RE: CO #3 - RENEWAL OF VOIP13 STATEWIDE CONTRACT / PRICE REDUCTION

DATE: October 08, 2014

This memo is to request the renewal of the Statewide Contract VOIP13 beginning on October 21, 2014 and expiring October 20, 2015. To renew the original Contract according to all terms, conditions, prices and specifications contained in the original Contract including all authorized change orders, per the attached documentation. All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

In addition to the renewal request, we are also including a Change Order to the Statewide Contract VOIP13. This request is for price reduction in Package Pricing, A la Carte pricing, Audio Conferencing Pricing, and Net Conferencing Pricing. Per the vendor memo, all proposed pricing changes are reductions in pricing and can be reviewed in the attached pricing table also provided with this request.

In supplement, references to contract documents where the rates appear are as follows:

- Package Pricing (Essential, Basic, Enhanced, Premium) rates are shown in the full Cost Response document on page 44.

1900 Kanawha Blvd. E. Building 5 10th Floor P.O. Box 50110 Charleston, WV 25305 Phone: (304) 957-6800 Fax: (304) 558-1351

0.11%
10/21/14

- A la Carte Pricing (Call Control, Voicemail, Presence/Instant Messaging) rates are shown in the full Cost Response document on page 44.
- Audio and Net Conferencing rates are shown in Attachment C, pages 18 and 19, of the full Cost Response document.
- Audio Conferencing Feature Charges are shown on page 86 of the Cost Proposal in Audio Conferencing Service Attachment.

This memo recognizes the gaps between dates on all associated documentation for the Change Order and asks that they be accepted. The gaps between dates are due to technical difficulties experienced by the administrators after the original Contract was migrated to wvOASIS. The renewal information of the Contract was not entered into wvOASIS at the time of migration.

Please let us know if additional information is needed.

verizon
 4700 MacCorkle Ave. S.E.
 Charleston, WV 25304
 304-356-3395

June 25, 2014

Department of Administration
 2019 Washington Street, East
 PO Box 50130
 Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

Verizon would like to provide another reduction in the Monthly Recurring Charges for the UCCaaS Packages listed in Change Order 2:

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User	
Essential Package	\$11.36	New Rate \$10.40
Basic Package	\$15.62	New Rate \$ 14.30
Enhanced Package	\$19.17	New Rate \$17.55
Premium Package	\$22.72	New Rate \$20.80

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User	
Call Control	\$13.49	New Rate \$ 12.35
Voicemail	\$2.45	New Rate \$ 2.28
Presence/Instant Messaging	\$2.10	New Rate \$ 1.95

Also, Verizon would like to provide a price reduction for Audio Conferencing listed on page 18, Net Conferencing listed on page 19, and Page 86 of the Cost Proposal. See attached for reduced rates:

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
 Senior Account Manager
 Authorized Contact
 Verizon
 304-356-3395
sandra.k.hawkins@verizon.com


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 1, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

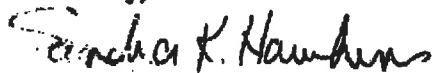
RE: VOIP13

Dear Mr. Dunlap:

Verizon is asking the State of WV to exercise the first renewal option of the VOIP13 contract with the contract effective date of 10/24/2014 to 10/20/2015. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement**Policy No.: CPS-103****Issued: December 6, 2010****Subject: Authority to Approve Transactions**

**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L. Myers, Manager, Pricing & Contract Management

Marsha K. Harrell, Senior Consultant, Pricing & Contract Management

Jacquelyn A. Whiting, Director, Pricing & Contract Management

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Authorized By:

Anthony Recine 5/16/14
Signature Date

Name**VZ ID****VP, Pricing & Contract Management****Responsibility Code or Cost Center Code**

J. Whiting 5/15/14
Delegate's Signature - Jacquelyn A. Whiting

Patricia L. Myers 5/20/14
Delegate's Signature - Patricia L. Myers

Marsha K. Harrell 5/20/14
Delegate's Signature - Marsha K. Harrell

Revised Rates for Audio and Net conferencing are listed below:

Audio Conferencing		
Calls that originate & Terminate in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Service Includes Bridging & Transport unless otherwise noted.		
Service Level/Access Type	Rate Per Minute / Per Participant	
Premium Service		
	Current	New
Dial-Out Access	0.2640	0.1980
Toll Free Meet-Me Access	0.2340	0.0980
Toll Meet-Me Access (bridging only)	0.2100	0.0900
Standard Service		
	Current	New
Dial-Out Access	0.1980	0.1485
Toll Free Meet-Me Access	0.1740	0.0780
Toll Meet-Me Access (bridging only)	0.1440	0.0690
Unattended Service		
	Current	New
Toll Free Meet-Me Access	0.0400	0.0167
Toll Meet-Me Access (bridging only)	0.0350	0.0095
Instant Meeting Service		
	Current	New
Dial-Out Access	0.0400	0.0167
Toll Free Meet-Me Access	0.0400	0.0167
Toll Meet-Me Access (bridging only)	0.0350	0.0095
Toll Free Meet-Me - Wireless Access Option	0.0380	0.0154
Toll Meet-Me - Wireless Access Option (bridging only)	0.0330	0.0091

Feature			
Feature	Billing Unit	Current	New
Cancellation Charge	Per Reserved Bridge Port	3.50	2.00
Instant Meeting Fee 0-20 Ports	Per Month Per Subscription	0.00	0.00
Instant Meeting Fee 21-30 Ports	Per Month Per Subscription	39.95	0.00
Instant Meeting Fee 31-40 Ports	Per Month Per Subscription	49.95	0.00
Instant Meeting Fee 41-50 Ports	Per Month Per Subscription	59.95	0.00
Instant Meeting Fee 51-60 Ports	Per Month Per Subscription	69.95	36.00
Instant Meeting Fee 61-70 Ports	Per Month Per Subscription	79.95	40.50
Instant Meeting Fee 71-80 Ports	Per Month Per Subscription	89.95	45.00
Instant Meeting Fee 81-90 Ports	Per Month Per Subscription	99.95	49.50
Instant Meeting Fee 91-100 Ports	Per Month Per Subscription	109.95	54.00
Instant Replay Plus/Instant Meeting Replay	Per Minute	0.40	0.16
Instant Replay Plus	Per Set Up	25.00	0.00
Overbooking (after first 50 bridge ports)	Per Port	3.50	2.00
Recorded Audio File Download	Per Download	45.00	25.00

Net Conferencing		
Domestic Per Minute Net Conferencing		
	Current	New
Instant, Advanced, Reserved and Customized Net Conferencing on Microsoft Live Meeting Professional Platform	0.20	0.20
Instant and Advanced Net Conferencing on WebEx Meeting Center Pro Platform	0.20	0.1530



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 80130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2015-01-13

CORRECT ORDER NUMBER 69
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

103

Order Number: CMA 0212 0212 VOIP13	Procurement Folder: 232
Document Name: Change Order 4 for Converted VOIP13	Reason for Modification:
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	Change Order 4: Issued for Rate reduction for Virtual Contact Center, per the attached documentation. All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and in effect.
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-10-20

BUSINESS SVCS VERIZON 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304 US Vendor Contact Phone: (800) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov
--	---

SHIP TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

12-7-15
RPA

[Signature] 1/21/2015

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 01/22/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 1/30/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 2-5-15 ELECTRONIC SIGNATURE ON FILE
--	--	--

Date Printed: Jan 13, 2015 Order Number: VOIP13

Page: 1

FORM ID: WV_PRC_CMA_001 8/14



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Ross Taylor
Cabinet Secretary

Gale Given
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Melanie Lopez
Procurements Manager for West Virginia Office of Technology

CC: Kim Harbour
PMO Director for West Virginia Office of Technology

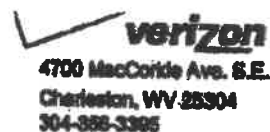
SUBJECT: CHANGE ORDER FOUR - VOIP13 STATEWIDE CONTRACT

DATE: September 10, 2014

This is to request a change order to reduce certain rates associated with Virtual Contact Center services included in the Statewide Contract VOIP13, pages 116 and 117 of the Cost Proposal. These Services are currently deployed for at least two of our Agencies and being considered by others; therefore, this reduction in rates is in the best interest of the State of WV. Per the vendor memo, the proposed pricing changes are reductions to the initial rates.

Please let me know if there is any additional information required.

O.K.
WVS
01/20/15



August 19, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: VOIP13/Virtual Contact Center

Dear Mr. Dunlap:

Verizon would like to provide a rate reduction for Virtual Contact Center listed on page 116 and 117 of the Cost Proposal for VoIP13 (see attached pages).

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

	Charge	NRC	8/19/2014
	Initial Implementation	\$5,000	no change
	Per Ordered Agent	\$15	no change

				8/19/2014
Individual Type	Charge Description	MRC* (0-99 Agents)	MRC* (100+ Agents)	New Rate
Agent Fee	Per unique logged-in Agent			
	(see Definitions in table in Sect. 2.3)	\$160 /	\$140 /	\$125
Supervisor Fee	Per unique logged-in Supervisor			
	(see Definitions in table in Sect. 2.3)	\$170 /	\$160 /	\$135
Port Fee	Per Extra Port			
	(above single port provided to each Agent and Supervisor)	\$83 /	\$72 /	\$64.80



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 60130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 2015-09-28

CORRECT ORDER NUMBER 74
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 VOIP13	Procurement Folder: 232
Document Name: Change Order 6 VOIP13	Reason for Modification:
Document Description: VOIP13 Installation and Support of Hosted Voice Over	To cancel and reissue the contract.
Procurement Type: Central Master Agreement	
Buyer Name: Laura E Hooper	
Telephone: (304) 658-0468	
Email: laura.e.hooper@wv.gov	
Shipping Method: Best Way	
Free on Board: FOB Dest, Freight Prepaid	Effective Start Date: 2013-10-21
	Effective End Date: 2016-10-20

Vendor Customer Code: 000000148997 BUSINESS SVCS VERIZON 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov
--	---

SHIP TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

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

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> 9/28/15 DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE
--	---	--

Date Printed: Sep 28, 2015 Order Number: VOIP13

Page: 1

FORM ID: WV-PHC-CMA-001 8/14
OCT 6 2015

Extended Description:**Change Order 5**

Contract VOIP13 is being cancelled due to the incorrect FEIN number/VSS Oasis Account number being applied to this Statewide contract when the contract was converted into Oasis. Reissued and renewed under the correct FEIN/VSS Oasis Account number, as CMA VOIP13A.

Effective Date of Cancellation of VOIP13: 09/28/2015

Effective Date of Reissue as VOIP13A: 09/28/2015

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: VOICE OVER INTERNET PROTOCOL (VOIP)

Extended Description:

 **verizon**
4700 MacCordle Ave. S.E.
Charleston, WV 25304
304-356-3395

September 22, 2015

State of West Virginia
West Virginia Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

RE: VOIP13

Dear Ms. Hooper:

At the request of the State of WV, Verizon confirms the correct vendor/fein # for VOIP13 is 190764/470751768. Verizon also gives permission for the State of WV to do what is necessary to correct the error in their system.

If you have any questions, please do not hesitate to contact me on 304-356-3395 or via email at sandra.k.hawkins@verizon.com.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



August 20, 2015

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2015 to 10/20/2016. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

A handwritten signature in cursive script that reads "Sandra Hawkins".

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 58130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 2015-09-28

CORRECT ORDER NUMBER 78-
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 VOIP13A	Procurement Folder: 150006
Document Name: VOIP13A - Reissue of VOIP13	Reason for Modification: Reissue of cancelled contract VOIP13.
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	
Procurement Type: Central Master Agreement	
Buyer Name: Laura E Hooper	
Telephone: (304) 558-0458	
Email: laura.e.hooper@wv.gov	
Shipping Method: Best Way	
Free on Board: FOB Dest, Freight Prepaid	Effective Start Date: 2013-10-21 Effective End Date: 2016-10-20

Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 371392 PITTSBURGH PA 152507392 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-8899 Requestor Email: larry.d.mcdonnell@wv.gov
--	---

SHIP TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

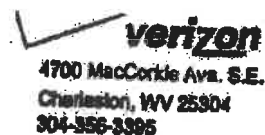
Total Order Amount	Open End
--------------------	----------

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> 9/28/15 DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>Robert Fisher</i> DATE: 10/2/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Toler</i> DATE: 10/2/15 ELECTRONIC SIGNATURE ON FILE
--	---	--

Date Printed: Sep 28, 2015 Order Number: VOIP13A

Page: 1

FO 001: WV-PUR-MA_001 8/14



September 22, 2015

State of West Virginia
West Virginia Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

RE: VOIP13

Dear Ms. Hooper:

At the request of the State of WV, Verizon confirms the correct vendor/fein # for VOIP13 is 190764/470751768. Verizon also gives permission for the State of WV to do what is necessary to correct the error in their system.

If you have any questions, please do not hesitate to contact me on 304-356-3395 or via email at sandra.k.hawkins@verizon.com.
Sincerely,

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

August 20, 2015

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

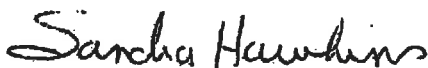
RE: VOIP13

Dear Mr. Dunlap:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2015 to 10/20/2016. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



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

State of West Virginia Master Agreement

Order Date: 2016-10-06

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

Order Number: CMA 0212 0212 VOIP13A	Procurement Folder: 150008
Document Name: Change Order #1 - Extension of VOIP13A	Reason for Modification:
Document Description: Change Order #1 - Extension of VOIP13A	An extension of VOIP13A Statewide Contract for the continued provision of services from the existing vendor, Verizon Business, from October 21, 2016 until October 20, 2017.
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L. Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-10-20

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 371392		Requestor Name: Larry McDonnell Requestor Phone: (304) 558-8999 Requestor Email: larry.d.mcdonnell@wv.gov	
PITTSBURGH	PA 152507392		
US			
Vendor Contact Phone: (999) 999-9999	Extension:		
Discount Percentage: 0.0000			
Discount Days: 0			

INVOICED TO		SHIPPED TO	
ALL STATE AGENCIES		STATE OF WEST VIRGINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV 99999	No City	WV 99999
US		US	

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

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 10/19/16 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 10/25/16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: OCT 26 2016 ELECTRONIC SIGNATURE ON FILE
---	--	--

Extended Description:

Change Order #1: An extension of VOIP13A Statewide Contract for the continued provision of services from the existing vendor, Verizon Business, from October 21 2016 until October 20, 2017.

The extension is necessary to provide continued support of the two contracted services; Virtual Contact Center and Hosted VOIP. These services are currently being used by DHHR and the Tax Division. As the WVOT's IP Telephony (IPT) environment implementation continues, these services will be made available for our supported agencies use and the VOIP-13A contract services will no longer be required.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: VOICE OVER INTERNET PROTOCOL (VOIP)

Extended Description:



September 27, 2016

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

RE: VOIP13

Dear Mr. McAllister:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2016 to 10/20/2017. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Jim Justice
Governor

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

MEMORANDUM

TO: Melanie L. Lopez
WV Office of Technology

FROM: John D. Dunlap, Chief Technology Officer
Office of Technology

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: OT18042 - IS&C NUMBER: 2018-252

DATE: October 13, 2017

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems."

After conducting a review of your request for an emergency contract with Verizon Business for Hosted VoIP Services during the period October 21, 2017 through October 20, 2018, the Office of Technology has determined:

Capitol Complex Bldg. #5 – 10th Floor Charleston, West Virginia 25305 Phone: (304) 558-5472 Fax: (304) 558-0136

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT
NAME
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Verizon Business
1095 Avenue of the Americas
New York NY 10036 USA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Ins Co of Pittsburgh 19445
INSURER B: New Hampshire Insurance Company 23841
INSURER C: American Home Assurance Co. 19380
INSURER D: Illinois National Insurance Co 23817
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570069009955

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5196564	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP AGG \$1,000,000
A	AUTOMOBILE LIABILITY			CA 286-73-91 AOS	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> XCU Included			CA 286-73-92 MA	06/30/2017	06/30/2018	BODILY INJURY (Per person)
A	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 286-73-93 VA	06/30/2017	06/30/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC063724385 AOS WC063724388 MN	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE-EA EMPLOYEE \$1,000,000 EL. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VOIP 13 Contract. State of WV is included as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

State of WV
Attn: Stephanie Gale
2019 Washington Street, East
Charleston WV 25305 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No. : 570069009955



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Business	
POLICY NUMBER See Certificate Number: 570069009955			
CARRIER See Certificate Number: 570069009955	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC063724384 CA	06/30/2017	06/30/2018	
D		N/A		WC063724386 FL	06/30/2017	06/30/2018	
B		N/A		WC063724387 ME	06/30/2017	06/30/2018	
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018	
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018	



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Jim Justice
Governor

State Capitol
Charleston, West Virginia 25305

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

TO: Mike Sheets
Director, Purchasing Division

FROM: Melanie Lopez *Melanie Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

SUBJECT: Emergency Contract for Hosted VoIP Services (OT18042)

DATE: October 12, 2017

With the September 15, 2017 Purchasing Division approval for an emergency purchase of Hosted Voice over Internet Protocol (VoIP) services, the West Virginia Office of Technology (WVOT) requests an award for these services to Verizon Business for the period October 21, 2017 through October 20, 2018, with an optional one-year renewal. This new agreement will be based upon the expiring Statewide Contract, VOIP13A, according to the same terms, conditions and pricing of the original contract and all subsequent Change Orders approved by the Purchasing Division.

As noted in the original request dated September 14, 2017, without the continuation of these Hosted VoIP and Hosted Contact Center services, critical telephony services for Agencies would be at risk. The current environment comprised of several Agencies, whose services would be impacted adversely, includes:

- The DHHR Centralized Intake Hosted Contact Center, which supports the 24x7x365 Child and Adult Abuse Hotline, providing potentially life-saving services and support to the State's at-risk citizens.
- The Northern DHHR Customer Service Team, who utilize a separate Hosted Contact Center, aid patrons in Affordable Care Act applications and other human services support.
- The Tax Division, including personnel at ten remote sites, uses Hosted VoIP services as its 'phone system' for daily operations – comprising about 450 phones.
- The Taxpayer Services Division has deployed a Hosted Contact Center that must remain operational for WV constituents, particularly during the busy season from February to April, as citizens are filing the appropriate tax forms.

- The Enterprise Resource Planning Help Desk utilizes Hosted Contact Center to answer nearly 25,000 calls per year from all State entities and Vendors using the wvOASIS system.
- WVNet/Higher Education Policy Commission relies on Hosted VoIP services to oversee and manage a variety of initiatives at many of the State's higher education institutions including, Bluefield State College, Concord University, Fairmont State University, Glenville State University, Marshall University, Potomac State College of West Virginia University, Shepherd University, West Liberty University, West Virginia School of Osteopathic Medicine, West Virginia State University, West Virginia University, West Virginia University Institute of Technology, and the Erma Byrd Higher Education Center. These initiatives affect Academic Affairs, Financial Aid, Policy and Planning, Legal Services, Student Affairs, grants, and many others.
- Various agencies with older, failing telephony systems that will need a provider's emergency service and support while this contract's replacement is being finalized.

Because of the aforementioned environment and Agency deployments, and the nature of the services those agencies provide, three competitive bids are not feasible due to time constraints, the inherent complexity of implementing Hosted VoIP services, and the risks of "downtime" associated with moving the existing Agencies to a new solution.

In addition, the VoIP13A contract was solicited using the RFP process to obtain the "best value" procurement meeting the State's needs. Several factors were evaluated and scored during the RFP process, including:

- Experience in implementing Hosted VoIP solutions in similar scenarios;
- Service and support of implemented solutions and the quality of ongoing maintenance to maximize the solutions' operational functionality;
- Project scope for designing and implementing various solutions that meet diverse and complex business needs;
- Qualifications of the vendor to implement a successful solution and the historical data to demonstrate its abilities;
- And references from customers who utilize similar services.

These elements continue to be crucial, and it would not be feasible to evaluate, implement, and support a different solution, potentially operated by a different service provider, in the given timeframe. Furthermore, the disruption to Agencies transitioning these services would be severe and limit their ability to provide critical services to constituents. The migration of Agency sites to a Hosted VoIP environment requires individual data gathering and custom design work by the Vendor, as well as coordination with the Agency and the WVOT, all of which can take months to complete for each site. In the case of Hosted Contact Center services, even greater customization is required, along with training of personnel necessary to manage the day-to-day operations of the Contact Centers.

Because of the factors outlined above, the West Virginia Office of Technology respectfully requests the award of the Emergency Purchase of Hosted VoIP services to Verizon Business.

Please let us know if additional information is needed to support this award.



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 10, 2017

State of West Virginia
Attn: Melanie Lopez
Office of Technology
1900 Kanawha Blvd E
Bldg 5, 10th Floor
Charleston WV 25305

RE: Emergency Replacement Contract for VOIP13A

Dear Mrs. Lopez:

The West Virginia Office of Technology (WVOT) is requesting an Emergency Replacement Contract which is necessary to extend the current operating environment without disruption of services for the period October 21, 2017 to October 20, 2018, with an optional renewal period of an additional twelve months. The WVOT is requesting the Emergency Replacement Contract according to all Terms and Conditions, Pricing and Specifications contained in the Original Contract including all authorized Changes Orders with the current VOIP13A contract.

Verizon is agreeable to a twelve (12) month Emergency Replacement Contract, with an optional additional twelve-month period for any necessary transition of services, for the purpose of providing the existing services of VOIP13A, subject to and incorporating all terms & conditions, pricing, specifications and authorized Change Orders contained in the original VOIP13A Contract.

Thank you again for the opportunity to provide your telecommunications needs.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Verizon Business Network Services Inc on behalf of MCI Communications Inc dba Verizon Business Services

Authorized Signature: Angela A. Cooper - Contract Analyst Date: 9/14/17

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 14 day of September, 2017.

My Commission Expires May 3, 2021

AFFIX SEAL HERE **KAREN BLUE JOHNSON**

NOTARY PUBLIC

Karen Blue Johnson
Purchasing Affidavit (Revised 07/07/2017)

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

VERIZON BUSINESS NETWORK SERVICES INC.

See attached

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	7/12/1973		7/12/1973	Foreign	Profit			

Organization Information			
Business Purpose	5611 - Admin/Support Waste Mgt/Remediation Services - Administrative and Support Services - Office Administrative Services		Capital Stock 0.0000
Charter County			Control Number 0
Charter State	DE		Excess Acres 0
At Will Term	Member Managed		
At Will Term Years	Par Value 0.000000		
Authorized Shares	0		

Addresses	
Type	Address
Mailing Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Notice of Process Address	CT CORPORATION SYSTEM 5400 D.BIG TYLER ROAD CHARLESTON, WV, 25313
Principal Office Address	ONE VERIZON WAY BASKING RIDGE, NJ, 079201097 USA
Type	Address

Officers	
Type	Name/Address
Director	SARA A. ORR ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Director	CHRISTOPHER M. FORMANT ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
President	MICHAEL MAIORANA ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Secretary	STEVEN TUGENTMAN ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Treasurer	SCOTT KROHN ONE VERIZON WAY BASKING RIDGE, NJ, 07920
Vice-President	PAUL L. MATTIOLA ONE VERIZON WAY BASKING RIDGE, NJ, 079201097
Type	Name/Address

Name Changes

Date	Old Name
5/10/2006	MCI NETWORK SERVICES, INC.
8/23/2005	MCI WORLDCOM NETWORK SERVICES, INC.
Date	Old Name

Mergers				
Merger Date	Merged	Merged State	Survived	Survived State
2/15/2005	MCI EQUIPMENT ACQUISITION CORPORATION	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
8/23/2005	WORLDCOM PAYROLL SERVICES, LLC	DE	MCI WORLDCOM NETWORK SERVICES, INC.	DE
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
5/10/2006	NAME CHANGE: FROM MCI NETWORK SERVICES, INC.
8/23/2005	MERGER: MERGING WORLDCOM PAYROLL SERVICES, LLC, A QUALIFIED DE LIMITED LIABILITY COMPANY WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
8/23/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
6/27/2005	NAME CHANGE: FROM MCI WORLDCOM NETWORK SERVICES, INC.
2/15/2005	MERGER: MERGING MCI EQUIPMENT ACQUISITION CORPORATION, A QUALIFIED DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR
10/25/1999	MERGER, MERGING WORLDCOM NETWORK SERVICES, INC., A QUAL DE CORPORATION WITH AND INTO MCI WORLDCOM NETWORK SERVICES, INC., THE SURVIVOR
6/3/1999	CHANGE OF NAME FROM MCI TELECOMMUNICATIONS CORPORATION TO MCI WORLDCOM NETWORK SERVICES, INC.
11/19/1985	

	MERGER; MERGING MCI REALY CORPORATION WITH AND INTO MCI TELE COMMUNICATION CORPORATION, THE SURVIVOR
5/9/1985	MERGER; MERGING MCI EQUIPMENT CORPORATION AND MCI LEASING, I NC. WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION
12/3/1984	MERGER; MERGING WEST COUNTY DEVELOPMENT CORPORATION WITH AND INTO MCI TELECOMMUNICATIONS CORPORATION, THE SURVIVOR
8/23/1984	MERGER; MERGING N-TRIPLE-C INC., WITH AND INTO MCI TELECOMMU NICATIONS CORPORATION, THE SURVIVOR
Date	Amendment

Annual Reports	
Date filed	
5/21/2016	
6/26/2017	
5/23/2015	
5/20/2014	
5/14/2013	
6/21/2012	
5/17/2011	
6/16/2009	
8/20/2008	
11/19/2007	
3/15/2007	
12/13/2005	
9/27/2004	
5/6/2004	
5/13/2003	
10/3/2001	
11/30/2000	
Date filed	

For more information, please contact the Secretary of State's Office at 304-558-8000.

Friday, October 13, 2017 — 1:09 PM

© 2017 State of West Virginia

Harper, Linda B

Subject:

FW: VOIP13e

From: sandra.k.hawkins@verizon.com [mailto:sandra.k.hawkins@verizon.com]

Sent: Tuesday, October 17, 2017 3:14 PM

To: Lopez, Melanie L <Melanie.L.Lopez@wv.gov>

Subject: RE: VOIP13e

Melanie,

The Basking Ridge NJ is our Corp Headquarters and the PO Box in Dallas Texas is our billing remit to address.

Do you want this on letter head?

Sandy

verizon

Sandra K. Hawkins, MBA
Senior Client Partner

~~4700 MacCorkle Av. SE~~
Charleston, WV 25304

O 304.356.3395 | M 304.807.0207
sandra.k.hawkins@verizon.com

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Large Enterprise Business Wireline Service"**





STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified VOIP13 E

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Melanie Lopez Procurements Mgr	WVOT		10/13/17
ANDREW LORE ISC I	WVOT		10/13/17
Justin T. McAllister CFO	WVOT		10/13/17



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Jim Justice
Governor

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

TO: Mike Sheets
Acting Director, Purchasing Division

FROM: Melanie Lopez *Melanie Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

SUBJECT: OT18042 – Emergency Contract for Hosted VoIP Services

DATE: September 14, 2017

EMERGENCY APPROVED
[Signature]
9/15/17

The West Virginia Office of Technology (WVOT) requests approval for the emergency purchase of hosted Voice over Internet Protocol (VoIP) and hosted Contact Center services. The existing VoIP13 contract with Verizon Business is set to expire October 20, 2017. The WVOT is requesting a twelve-month contract beginning October 21, 2017, expiring October 20, 2018, with an optional one-year renewal, during which time the WVOT will continue its market research on the requirements for Vendors and their qualifications, develop specifications, advertise a solicitation and complete an award for a longer-term replacement solution. The optional renewal period would be utilized if delays are encountered during the solicitation process and/or for a migration period to the new solution.

Without the continuation of these hosted VoIP and hosted Contact Center services, critical operational telephony services for Agencies would be at risk. These Agencies and services include:

- The DHHR Centralized Intake hosted Contact Center, which supports the 24x7x365 Child and Adult Abuse Hotline, providing potentially life-saving services and support to the State's at-risk citizens.
- The Northern DHHR Customer Service team, who utilizes a separate hosted Contact Center, aids patrons in Affordable Care Act application and other human services support.
- The Tax Division, including personnel at ten remote sites, uses hosted VoIP services as their 'phone system' for daily operations – comprising about 450 phones.
- The Taxpayer Services Division has deployed a hosted Contact Center which must remain operational for WV constituents, particularly during the busy season from February to April, as citizens are filing the appropriate tax forms.

- The Enterprise Resource Planning Help Desk utilizes hosted Contact Center to answer nearly 25,000 calls per year from all State entities and Vendors using the wvOASIS system.
- WVNet/Higher Education Policy Commission relies on hosted VoIP services to oversee and manage a variety of initiatives at many of the State's higher education institutions including, Bluefield State College, Concord University, Fairmont State University, Glenville State University, Marshall University, Potomac State College of West Virginia University, Shepherd University, West Liberty University, West Virginia School of Osteopathic Medicine, West Virginia State University, West Virginia University, West Virginia University Institute of Technology, and the Erma Byrd Higher Education Center. These initiatives affect Academic Affairs, Financial Aid, Policy and Planning, Legal Services, Student Affairs, grants, and many others.
- Various agencies with older, failing telephony systems that will need a provider's emergency service and support while this contract's replacement is being finalized.

Please let us know if additional information is needed to support this request.



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

State of West Virginia Master Agreement

Order Date: 2018-10-11

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

Order Number: CMA 0212 0212 VOIP13E		Procurement Folder: 385125
Document Name: VoIP13E C/O#2 - Emergency Purchase of Hosted VoIP Services		Reason for Modification: Change Order #2 to renew contract under the same pricing, terms and conditions, and specifications as agreed upon in the Original Contract and subsequent Change Orders.
Document Description: VoIP13E C/O#2 - Emergency Purchase of Hosted VoIP Services		
Procurement Type: Central Master Agreement		
Buyer Name: Mark A Atkins		
Telephone: (304) 558-2307		
Email: mark.a.atkins@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2019-10-20

VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0		Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 19 FILE LOCATION <u>39394</u>

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount Open End

1078-18
BBA
SCANNED

RETURNED TO BUYER
DATE: OCT 22 2018

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tanya H. Hinkle</i> DATE: 10/10/18 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 10/19/18 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Cole</i> DATE: 10-19-18 ELECTRONIC SIGNATURE ON FILE
--	---	---

Date Printed: Oct 12, 2018 Order Number: VOIP13E

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:**Change Order #2**

Change Order 2 is issued to renew the contract under the same pricing, terms and conditions, and specifications contained in the Original Contract and subsequent Change Orders.

Effective Dates: October 21, 2018 - October 20, 2019

Renewals Remaining: 0

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No further changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

John A. Myers
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

John D. Dunlap
Chief Technology Officer

September 18, 2018

Sandra K. Hawkins, Senior Client Partner
Verizon Business, Inc.
Sandra.K.Hawkins@verizon.com
Phone: 304-356-3395

Subject: Renewal of CMA VoIP13E

Dear Ms. Hawkins:

Provisions were included in the original contract documents to renew the subject contract under the same terms, conditions, and pricing contained in the original agreement and subsequent Change Orders. The renewal dates are October 21, 2018 through October 20, 2019. I have included the WV Purchasing Affidavit, which will also need to be signed and notarized to complete this renewal. If your company agrees, please sign below and return to my attention as soon as possible.

Please contact me if you have any questions.

Sincerely,

Andrew Lore
West Virginia Office of Technology
1900 Kanawha Boulevard East
Building, 5, 10th Floor
Charleston, WV 25305
304-957-8267
Andrew.C.Lore@wv.gov

Attachment

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

Name/Signature

9/28/2018
Date



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

State of West Virginia Master Agreement

Order Date: 2018-05-31

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

Order Number: CMA 0212 0212 VOIP13E		Procurement Folder: 385125
Document Name: VoIP13E C/O#1 - Emergency Purchase of Hosted VoIP Services		Reason for Modification: Change Order #1 to reduce rates for the Virtual Contact Center services.
Document Description: VoIP13E C/O#1 - Emergency Purchase of Hosted VoIP Services		
Procurement Type: Central Master Agreement		
Buyer Name: Jessica S Chambers		
Telephone: (304) 558-0246		
Email: jessica.s.chambers@wv.gov		
Shipping Method: Best Way		Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid		Effective End Date: 2018-10-20

VENDOR		DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0		Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 18 FILE LOCATION <u>38676</u>

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount Open End

6-8-18
13AR
SCANNED

RETURNED TO BUYER
DATE: JUN 14 2018

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: [Signature] DATE: 6/08/2018 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: [Signature] DATE: 6/13/18 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly Tides DATE: 6-14-18 ELECTRONIC SIGNATURE ON FILE
--	---	--

Date Printed: Jun 07, 2018 Order Number: VOIP13E

Page: 1

FORM ID: WV_PRC_CMA_001 8/14

Extended Description:**Change Order #1**

Change Order 1 is issued to reduce the rates for Virtual Contact Center services, as defined by the attached documentation.

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No further changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

John A. Myers
Cabinet Secretary

John D. Dunlap
Chief Technology Officer

TO: Jessica Chambers
Senior Buyer, Purchasing Division

FROM: Melanie Lopez *Melanie Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

SUBJECT: Statewide Contract VoIP13E Change Order #1 – Rate Reductions

DATE: May 30, 2018

The West Virginia Office of Technology formally requests a Change Order to the Statewide Contract for Hosted Voice Services, VoIP13E. This Change Order is necessary to reflect updated pricing offered by the Vendor. No pricing increases result from these changes, only pricing reductions. Below is a list of changes requested:

Non-Recurring Costs (NRCs) – One-time charges

Service	Previous Rate	New Rate
Dialer Enablement	\$4,000.00	\$3,825.00
Advanced Quality Management	\$40,400.00	\$25,500.00
Advanced Workforce Management	\$58,100.00	\$54,900.00

Monthly Recurring Costs (MRCs)

Service	Previous Rate	New Rate
Agent Fee	\$126.00	\$109.20
Supervisor Fee	\$135.00	\$109.20
Port Fee	\$64.80	\$64.74
Voice Recording	\$11.70	\$10.14
Storage	\$16.20	\$1.01
Advanced Workforce Management	\$44.00	\$42.90
Automated Speech	\$0.09/minute	\$0.08/minute

May 30, 2018

State of West Virginia
Attn: Melanie Lopez
1900 Kanawha Blvd E
Charleston, WV 25305

RE: VOIP13E/Virtual Contact Center Rate Reduction

Dear Mrs. Lopez:

Verizon would like to provide a rate reduction for Virtual Contact Center services on VoIP13E contract as follows:

Non-Recurring Costs (NRCs) – One-time charges

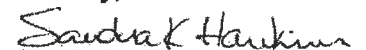
Service	Previous Rate	New Rate
Dialer Enablement	\$4,000.00	\$3,825.00
Advanced Quality Management	\$40,400.00	\$25,500.00
Advanced Workforce Management	\$58,100.00	\$54,900.00

Monthly Recurring Costs (MRCs)

Service	Previous Rate	New Rate
Agent Fee	\$126.00	\$109.20
Supervisor Fee	\$135.00	\$109.20
Port Fee	\$64.80	\$64.74
Voice Recording	\$11.70	\$10.14
Storage	\$16.20	\$1.01
Advanced Workforce Management	\$44.00	\$42.90
Automated Speech	\$0.09/minute	\$0.08/minute

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins

Senior Account Manager

Authorized Contact

Verizon

304-356-3395

sandra.k.hawkins@verizon.com



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

State of West Virginia Master Agreement

Order Date: 2017-10-19

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

Order Number: CMA 0212 0212 VOIP13E	Procurement Folder: 385125
Document Name: VoIP13E - Emergency Purchase of Hosted VoIP Services	Reason for Modification:
Document Description: Hosted Voice over Internet Protocol (VoIP) Services	Agency Emergency Contract for Statewide Services
Procurement Type: Central Master Agreement	
Buyer Name: Linda B Harper	
Telephone: (304) 558-0468	
Email: linda.b.harper@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2017-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2018-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS 4700 MACCORKLE AVE SE CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov 18 37347 FILE LOCATION

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount

Open End

10-23-17
BAZ
RETURNED TO BUYER

DATE: OCT 25

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 10/23/2017 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 10/25/17 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 10-25-17 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Emergency Purchase Order
Statewide Contract for
Hosted Voice over Internet Protocol (VOIP) Services

This Purchase Order constitutes the acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the agency, The West Virginia Office of Technology and the Vendor: Verizon Business, of Charleston, West Virginia. This open-end contract provides Hosted Voice over Internet Protocol (VoIP) services per the Vendors letter of agreement dated: 10/10/2017, the specifications, terms and conditions of original Contract: VOIP13; dated: 10/24/2013, and subsequent Change Orders and Contract VOIP13A ; dated: 09/28/2015 and subsequent Change Orders to the same incorporated herein by reference and made apart hereof and attached hereto.

Effective Dates: October 21, 2017 - October 20, 2018
Renewals Remaining: 1

Execution of this agreement by the Purchasing Director or their designee, constitutes acceptance by those parties of the Terms and Conditions contained in the attached documents and binds the Vendor whose signature appears therein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Hosted Voice over Internet Protocol (VoIP) Services

Extended Description:

Hosted Voice over Internet Protocol (VoIP) Services

VOIP13E	Document Phase Draft	Document Description Hosted Voice over Internet Protocol (VoIP) Services	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 10, 2017

State of West Virginia
Attn: Melanie Lopez
Office of Technology
1900 Kanawha Blvd E
Bldg 5, 10th Floor
Charleston WV 25305

RE: Emergency Replacement Contract for VOIP13A


Dear Mrs. Lopez:

The West Virginia Office of Technology (WVOT) is requesting an Emergency Replacement Contract which is necessary to extend the current operating environment without disruption of services for the period October 21, 2017 to October 20, 2018, with an optional renewal period of an additional twelve months. The WVOT is requesting the Emergency Replacement Contract according to all Terms and Conditions, Pricing and Specifications contained in the Original Contract including all authorized Changes Orders with the current VOIP13A contract.

Verizon is agreeable to a twelve (12) month Emergency Replacement Contract, with an optional additional twelve-month period for any necessary transition of services, for the purpose of providing the existing services of VOIP13A, subject to and incorporating all terms & conditions, pricing, specifications and authorized Change Orders contained in the original VOIP13A Contract.

Thank you again for the opportunity to provide your telecommunications needs.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Contract Management [redacted];
Marsha K Harrell, Senior Analyst, Contract Management [redacted]; and
Angela A Cooper, Analyst, Contract Management [redacted]; and
Karen Blue Johnson, Analyst, Contract Management [redacted]; and
Jacquelyn A Whiting, Director, Pricing & Contract Management [redacted]*

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2017 and ending on June 30, 2018 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@corp.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/7/17
Signature Date

Anthony Recine
Name VZ ID

SVP & CMO (Band 4)

Responsibility Code or Cost Center Code

J. Whiting 4/15/17
Delegate's Signature - Jacquelyn A Whiting

Patricia L Myers 6/16/17
Delegate's Signature - Patricia L Myers

Marsha K Harrell 6/13/17
Delegate's Signature - Marsha K Harrell

Angela A Cooper 6/16/17
Delegate's Signature - Angela A Cooper

Karen Blue Johnson 6/16/17
Delegate's Signature - Karen Blue Johnson



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
1

BLANKET RELEASE
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CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395 VERIZON BUSINESS SVCS 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/24/2013		NET 30		470751768			
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
STATEWIDE OPEN END CONTRACT							
FOR THE PROCUREMENT, INSTALLATION, AND SUPPORT OF VOICE OVER INTERNET PROTOCOL (VOIP).							
THIS CONTRACT BETWEEN VERIZON BUSINESS SERVICES AND THE STATE OF WEST VIRGINIA IS COMPRISED OF THE FOLLOWING DOCUMENTS:							
REQUEST FOR PROPOSAL (RFP) INCORPORATED BY REFERENCE, ALL ADDENDA INCORPORATED BY REFERENCE, THE VENDOR'S PROPOSAL DATED 01/21/2013 INCORPORATED BY REFERENCE, AND DOCUMENTS ATTACHED HERETO.							
THIS CONTRACT IS BEING AWARDED WITH THE EXPECTATION THAT THE PARTIES WILL CONTINUE TO WORK IN GOOD FAITH TO COME TO AN AGREEMENT ON THE APPLICABILITY OF, AND LANGUAGE CONTAINED IN, A BUSINESS ASSOCIATE ADDENDUM. ONCE AN AGREEMENT IS REACHED, THIS CONTRACT MAY BE AMENDED BY CHANGE ORDER TO INCLUDE THE EXECUTED BUSINESS ASSOCIATE ADDENDUM IF APPLICABLE. THE PARTIES UNDERSTAND THAT UNTIL SUCH TIME AS AN AGREEMENT ON THE BUSINESS ASSOCIATE							
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						OCT 24 2013	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY KRISTA FERRELL 304-558-2596
PURCHASING DIVISION AUTHORIZED SIGNATURE



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
2

BLANKET RELEASE
00

CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/BSN		FUND	
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	12/31/2012	LS	725-57-01-001	.00000			
ADDENDUM IS REACHED, NO VOICEMAIL OR VOICE RECORDING SERVICES MAY BE PROVIDED TO A HIPAA COVERED ENTITY. VOICE OVER INTERNET PROTOCOL (VOIP)							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

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 **October 21st, 2017**

and extends for a period of **one (1)** year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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 **one (1)** 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.

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



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

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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 and shall list the state as a certificate holder:



Commercial General Liability Insurance:

\$1,000,000.00

☐ or more.



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



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

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 hearth, 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.

ADDENDUM TO RFP NO. VOIP13 AND VERIZON'S PROPOSAL

This Addendum is made on the date signed below by and between the State of West Virginia ("State"), and Verizon Business Network Solutions, Inc. ("Verizon") on behalf of (as a signatory agent): MCI Communications Services, Inc. d/b/a Verizon Business Services (47-0751768)

to clarify various issues contained in the Request for Proposal identified as RFP No. VOIP13 ("RFP") and Verizon's proposal submitted in response to it ("Verizon's Proposal"). The RFP, Verizon's Proposal, and any other documents that combine to form the contract for the services requested in the RFP ("Contract"), are modified as follows:

1. **WV-96 AGREEMENT ADDENDUM:** All provisions contained in the Revised WV-96 Agreement Addendum, attached hereto as Exhibit A and incorporated herein by reference, shall control and take priority over Verizon's Proposal and any other conflicting provisions contained in the Contract.
2. **TERM, NOTICE TO PROCEED, TIME IS OF THE ESSENCE:** The Contract will commence upon, and performance obligations will begin after the parties' execution and award of a contract by the State.
3. **LIQUIDATED DAMAGES:** Liquidated damages will be limited to 3% of the total revenue paid to Verizon under the Contract for downtime due to vendor failure. This clause shall in no way be considered exclusive and shall not limit the State or Agencies right to pursue any other available remedy.
4. **WV SENATE BILL 700:** Any references to WV Senate Bill 700 are hereby deleted.
5. **MODIFICATIONS:** Verizon's Proposal will in no way change the requirement that any modification of the Contract requires approval from Verizon and the State. Approval by the State requires signed documentation from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only).
6. **PRICING:** The pricing contained in Verizon's proposal and the Contract shall not be modified without the express written agreement of Verizon, and the State. Approval by the State requires separate approvals from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only). Without all necessary approvals, any price changes are void and of no force and effect. The State hereby rejects the Pricing Disclaimer contained in Verizon's Proposal.
7. **PRICING EXTENSION:** Verizon hereby extends the pricing contained in Verizon's Proposal to the date of this Addendum.

8. **PRICING ACCEPTANCE:** The State hereby rejects any pricing tied to the MPLS07 contract.
9. **HOURLY RATE CLARIFICATION:** Verizon's Proposal reflects a \$0 cost per hour for the positions of "Solution Architect" and "Account Management." The work performed by individuals employed in those two positions (if any) will be provided to the State at no cost. Additionally, Verizon is prohibited from adding additional positions and/or hourly rates not identified in the RFP pricing pages without approval from the State. Approval by the State requires separate approvals from the West Virginia Office of Technology, the West Virginia Purchasing Division, and the Attorney General's office (as to form only).
10. **P-CARD:** Verizon's proposal of a \$5 fee for accepting certain payments via telephone, contained on page 129 of Verizon's technical proposal is accepted.
11. **INDEMNIFICATION:** Verizon's Indemnification provisions beginning on page 130 of its Technical Proposal are accepted to the extent not modified by the revised WV-96 Agreement Addendum.
12. **BACKGROUND CHECK:** Verizon's response to "51. BACKGROUND CHECK:" is hereby rejected. Verizon will comply with that provision as contained in the West Virginia Code and the General Terms and Conditions of the RFP.
13. **SERVICE LEVEL AGREEMENTS:** Any Service Level Agreement resulting from the Contract will conform to the requirements of the Contract and must be submitted to the Purchasing Division and the Attorney General's office for approval as a change order to this Contract prior to Verizon performing any work under the Service Level Agreement. Discussions about when and how the services required by the Contract will be performed should be memorialized in Service Level Agreements, but under no circumstances can a Service Level Agreement increase or decrease the scope or manner of services required by the Contract.
14. **FINAL CONTRACT and ORDER OF PRECEDENCE:** Any references to negotiation, final agreements or final contracts are hereby deleted. The State cannot award a contract and then negotiate a final contract. There will be one contract approved by the West Virginia Office of Technology, the Purchasing Division, and the Attorney General's office (as to form only). That contract will include the revised WV-96 Agreement Addendum, this Addendum, Addendums to the RFP, the RFP, the Clarifications to Verizon's Proposal, and Verizon's Proposal in descending order of priority with the WV-96 being first in priority and Verizon's Proposal being last in priority.
15. **IRS PUBLICATION 1075:** Verizon confirms that the solution offered in Verizon's Proposal is in compliance with IRS Publication 1075. Additionally, Exhibit 7 to IRS Publication 1075 is specifically incorporated herein by reference.

16. **Service Level Objectives:** The Service Level Objectives dated December 21, 2012, a copy of which is attached hereto as Exhibit B, will be modified as follows:

The first paragraph in the Change Management section will be modified as follows:

From: The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time.

To: The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time only after obtaining agreement from the state.

The second paragraph in the Change Management section will be modified as follows:

From: Voicemail Password reset requests will have a 4 hour service objective.

To: Voicemail Password reset requests will have a 2 hour maximum service objective.

17. **Moves, Adds, Changes, and Deletions (MACDs) Charges:** The State will not be charged for Moves, Adds, Changes, and Deletions as long as a web portal is not available.

Verizon Business Network Services, Inc.
on behalf of MCI Communications, Inc.
d/b/a Verizon Business Services

Vendor

By: Marsha K. Harrell
Marsha K. Harrell
Senior Consultant
Contract Management
Its: -
Date: 10/23/13

WV Office of Technology

By: R. Harbom
Its: PMO Director
Date: 10/23/2013

WV Attorney General's Office

By: [Signature]
Its: Chief Counsel
Date: 10/24/13

WV Purchasing Division

By: [Signature]
Its: Assistant Director
Date: 10/23/2013

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Those provisions of any clause requiring the Agency to indemnify or hold harmless any party are hereby deleted in their entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes for which it is exempt are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for which it is exempt for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and except for an assignment to a Vendor affiliate, Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement for claims involving personal injury, death or property damage is hereby deleted. Limitation on special, incidental or consequential damages are acceptable. Vendor's liability under this Agreement shall not exceed the amount paid to Vendor under this Agreement. However, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State records are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WV OT
Signed: Patrick Morrissey
Title: PMO Director
Date: 10-23-2013

VENDOR: Verizon Business Network Services, Inc.
on behalf of MCI Communications, Inc.
d/b/a Verizon Business Services
Company Name:
Signed: Marsha K. Harrell
Title: Marsha K Harrell
Senior Consultant
Contract Management
Date: 10/23/13

Approved as to form this 24th day of
October, 2013
Patrick Morrissey, Attorney General
(Rv)

Verizon

UCCaaS

Service Level Objectives

December 21, 2012

Service Level Objectives

Overview

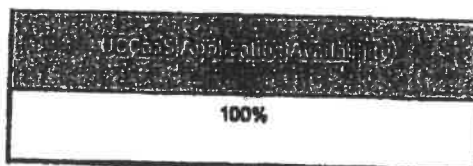
Verizon supports quality service on Unified Communications and Collaborations as a Service by offering a service level objective for customers that implement UCCaaS with Verizon Private IP (MPLS) transport service. Verizon UCCaaS Service Level Objectives are provided for the following service areas:

- ▣ Application Availability
- ▣ Call Quality including:
 - Mean Opinion Score
- ▣ Change Management
- ▣ Proactive Notification
- ▣ Time to Repair

Application Availability

UCCaaS applications are defined as the customer solution incorporating CUCM, CUPS, CUCx designed using Cisco best practices for redundancy and availability in conjunction with UCCaaS geographic redundancy (Q1 2013) with dual Private IP access to each data center.

Application availability is defined as the amount of time the service is available within a given month. A UCCaaS application is deemed "Available" if (i) no Outage alarm events have occurred in the Verizon's Network Operations Center ("NOC"), or (ii) no Trouble Ticket related to Outages has been opened by Customer.



Call Quality

UCCaaS Call Quality service objectives include a Mean Opinion Score value derived from samples taken hourly and reported as an aggregate on a monthly basis.

The MOS calculation is an algorithm run on completed call segments using information such as Codec type used, reference conditions, and sample rates which are provided by devices like IP phones and gateways as part of the call detail records and call detail management tools within the UCCaaS platform on each call segment. The output from the algorithm provides an assessment of the listening quality experienced by the end user in the form of a value between 1 and 5, where 1 is poor voice quality and 5 is excellent voice quality.

Call Quality reports for Mean Opinion Score will show the measurement of the quality element as a percentage of Good, Acceptable and Poor quality derived from the objectives in the table below for the month.

Original Verizon Metrics	
Good	MOS \geq 4.0
Acceptable	MOS \geq 3.7
Poor	MOS \leq 3.6

Change Management

The change management service level objective is to provide change requests (examples provided below) as defined by the customer contract. Verizon may add, delete or modify the change request types from time to time.

VoiceMail Password reset requests will have a 4 hour service objective

UCCaaS (Unified Communications as a Service) (Out of Service Hours)	Optional Additions to Change Management Change
72 Hours	<ul style="list-style-type: none"> Add, Remove, Change an IP Phone or soft phone Add, Remove, Change a User, Directory Listing Add, Remove, Change Call Capabilities Hunt List Add, Remove, Change Call Pickup Group Change Phone Button Configuration Change Soft Key Configuration Add, Remove, Change Extension Mobility Set Up/Login Features Add, Remove, Change Voicemail Box VoiceMail Password Reset Add, Remove, Change a Presence User

Pro-Active Notification

The Pro-active Service Outage notification objective is for UCCaaS customers utilizing the following applications: Unified Communication Manager, Unified Presence Server and Unity Connections messaging. Pro-active notification will be provided to the customers designated point of contact through email. Verizon has fifteen (15) minutes to notify the customer primary point of contact from the start point of the notification period defined below.

- The "Notification Period" begins with the opening of a Trouble Ticket for a service outage and ends when the Trouble Ticket is closed. Verizon is in compliance if the customer opens the Trouble Ticket or contacts Verizon within the Notification Period. Verizon will provide a ticket number and initial status.
- "Service Outage" is defined as a customer affecting network outage; service unavailable; call completion impacted. Service outage SLO for pro-active notification does not apply to voice messaging or presence applications

Time to Repair (TTR)

Time to Repair is defined as the time it takes to close a reported UCaaS service outage trouble ticket. The TTR SLA applies to the Cisco Unified Communication Manager, Cisco Unity Connection, and Cisco Unified Presence applications.

Time to Repair starts when a trouble ticket is opened by Verizon or the Customer for an outage event and concludes when the trouble ticket is closed following the resolution of an outage event.

- Calculation time periods do not include non-Verizon networks or (PSTN or SIP) Trunking services.

Success/Service Outage/Repair
4 Hours

State of West Virginia

Attachment C - Cost Sheet

VOIP13: Cost Sheet - MPLS

A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package	\$13.49	50		\$674.50	12	\$8,094.00
Standard Package	\$19.17	300		\$5,751.00	12	\$69,012.00
Enhanced Package	\$37.36	150		\$5,604.00	12	\$67,248.00
Total Call Control Monthly Charges						\$144,354.00
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection	Fiber	Ethernet	20 Mbps	\$3,097.60	12	\$37,171.20
Total Data Connectivity Monthly Charge						\$37,171.20
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration					12	\$0.00
Fee 2-Federal Universal Service				\$1,755.80	12	\$21,069.60
Fee				\$225.87	12	\$2,710.44
Total Additional Monthly Charges						\$23,780.04
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						\$205,305.24

January 23, 2013

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State of West Virginia

Attachment C – Cost Sheet

VOIP13: Cost Sheet – Type 3						
A.1) VoIP Solution Call Control:	Cost Per Month	Total Users		Total Monthly Cost	Qty.	Total 1 Year Cost
Basic Package	\$13.49	50		\$674.50	12	\$8,094.00
Standard Package	\$19.17	300		\$5,751.00	12	\$69,012.00
Enhanced Package	\$37.36	150		\$5,604.00	12	\$67,248.00
Total Call Control Monthly Charges						\$144,354.00
A.2) Data Connectivity to Data Center:	L1 Type	L2 Type	Speed	Total Monthly Cost	Qty.	Total 1 Year Cost
Charleston Connection	Fiber	Ethernet	20 Mbps	\$3,781.60	12	\$45,379.20
Total Data Connectivity Monthly Charge						\$45,379.20
A.3) Additional Monthly Charges:				Total Monthly Cost	Qty.	Total 1 Year Cost
Fee 1-Administration					12	\$0.00
Fee 2-Federal Universal Service				\$1,865.93	12	\$22,391.16
Fee				\$239.62	12	\$2,875.44
Total Additional Monthly Charges						\$25,266.60
SUBTOTAL:						
A.4) Total Project Monthly Charge (Sum of A.1 + A.2 + A.3 total additional monthly charges)						\$214,999.80

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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, travel, per diem, and any other travel-related expenses.</i>			
	Cost Per Hour	Estimated Hours	Total
Position: Project Manager	\$185.00	100	\$18,500.00
Subtotal		100	\$18,500.00
Position: Network Engineer	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Solution Architect	\$ -	100	\$0.00
Subtotal		100	\$0.00
Position: Contact Center Specialist	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Network Engineer	\$ 200.00	100	\$20,000.00
Subtotal		100	\$20,000.00
Position: Account Management	\$ -	100	\$0.00
Subtotal		100	\$0.00
Position:		100	\$0.00
Subtotal			
Services Total			\$78,500.00

State of West Virginia

Attachment C - Cost Sheet

Professional Services – Additional Categories

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
Communications	Contact Center Services			\$200			
Communications	Unified Communications & Collaboration	\$190		\$225		\$275	\$185
Communications	UCCaaS / UC Product Design & Implementation		\$200				\$185
Network	IPv6		\$185	\$195		\$260	\$185
Network	WAN Optimization Services		\$185	\$195		\$260	\$185
Network	Wireless LAN		\$185	\$195		\$260	\$185
Network	Data Protection		\$185	\$195		\$260	\$185
Mobility	Machine-to-Machine		\$190	\$210		\$260	\$185
Mobility	Mobility Consulting		\$190	\$210		\$260	\$185
Mobility	Machine-to-Machine - System Integration		\$190	\$210		\$260	\$185
Mobility	Mobility - System Integration		\$190	\$210		\$260	\$185
IT Solutions	Application		\$185	\$200		\$225	\$185
IT Solutions	Data & Storage		\$185	\$200		\$225	\$185
IT Solutions	Data Center Services		\$185	\$200		\$225	\$185
IT Solutions	IT Infrastructure		\$185	\$200		\$225	\$185
IT Solutions	IT System Integration		\$185	\$200		\$225	\$185
IT Solutions	Business Optimization & Resiliency		\$185	\$200		\$225	\$185
IT Solutions	Cloud Strategy		\$185	\$200		\$225	\$185
IT Solutions	Compliance		\$185	\$200		\$225	\$185

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State of West Virginia

Attachment C - Cost Sheet

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
IT Solutions	Solutions Architecture		\$185	\$200		\$225	\$185
IT Solutions	Training - Cloud and Security		\$185	\$200		\$225	\$185
Communications - Staff Augmentation	Contact Center Services	\$125	\$150	\$205			\$175
Communications - Staff Augmentation	Unified Communications & Collaboration	\$125	\$150	\$205			\$175
Communications - Staff Augmentation	UCCaaS / UC Product Design & Implementation	\$125	\$150	\$205			\$175
Network - Staff Augmentation	IPv6	\$125	\$150	\$205			\$175
Network - Staff Augmentation	WAN Optimization Services	\$125	\$150	\$205			\$175
Network - Staff Augmentation	Wireless LAN	\$125	\$150	\$205			\$175
Network - Staff Augmentation	Data Protection	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Machine-to-Machine	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Mobility Consulting	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Machine-to-Machine - System Integration	\$125	\$150	\$205			\$175
Mobility - Staff Augmentation	Mobility - System Integration	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Application	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Data & Storage	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Data Center Services	\$125	\$150	\$205			\$175

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State of West Virginia

Attachment C - Cost Sheet

Practice	Competency	Jr. Consultant	Consultant	Sr. Consultant	Exec. Consultant	Principal	Project Manager
IT Solutions - Staff Augmentation	IT Infrastructure	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	IT System Integration	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Business Optimization & Resiliency	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Cloud Strategy	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Compliance	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Solutions Architecture	\$125	\$150	\$205			\$175
IT Solutions - Staff Augmentation	Training - Cloud and Security	\$125	\$150	\$205			\$175

January 23, 2013

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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE 35
1

BLANKET RELEASE
00

CHANGE ORDER
1

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

*611101629 304-356-3395
VERIZON BUSINESS SVCS
4700 MACCORKLE AVE STE 101
CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/23/2014		NET 30		470751768			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #01				
	CHANGE ORDER ISSUED TO CLARIFY LIST OF SERVICES AVAILABLE UNDER THE CONTRACT AND TO ADD ORDERING PROCEDURES FOR AGENCIES USING THE CONTRACT, PER THE ATTACHED DOCUMENTATION.						
	ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.						
	10/20/2014		725-57-01-001				
	VOICE OVER	INTERNET	PROTOCOL (VOIP)				
PURCHASING DIVISION CERTIFIED ENCUMBERED							
APR 29 2014							
Beverly Toler							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>							
OPEN END							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY

GUY NISBET

PURCHASING DIVISION AUTHORIZED SIGNATURE



Earl Ray Tomblin
Governor

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Ross Taylor
Cabinet Secretary

Gale Given
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Christine Fernandes *CF*
Procurements PM for West Virginia Office of Technology

CC: Kim Harbour
PMO Director for West Virginia Office of Technology

SUBJECT: CHANGE ORDER – VOIP13 STATEWIDE CONTRACT

DATE: April 23, 2014

WVOT has evaluated the comprehensive list of services offered by Verizon the vendor for the VoIP13 Statewide Contract and this change order is to clarify the Hosted VoIP services that will be awarded under the contract. Below is a list of services to be awarded to the vendor based on the VoIP13 solicitation with the associated page ranges listed in the vendor's Cost Proposal. Those services not intended for award are marked as 'No Award':

VOIP13 Contract Services

1. **Project Services and Financial Management- No Award** Pages 17-26
These types of services cross various disciplines and not directly, Hosted Voice related. These apply to non-IT functions as well. Therefore, they could be acquired through other delivery contracts or proposals.
2. **IP Integrated Access- Award** Pages 27-29
This service allows entities to carry both data and voice over the same connection.
3. **IP Trunking- Award** Pages 30-32
This provides voice channeling and consolidation sharing across the state network for cost reduction purposes.
4. **Hosted IP Centrex- No Award** Pages 33-43
This service is an IP-based voice service offered by the vendor and is not required.
5. **Unified Communication and Collaboration (UCaaS)- Award** Pages 44-51

This is the core service which provides all call control, voicemail, presence, messaging, move/add/change/delete (MACD) for telephony users.

6. **Managed WAN Service- No Award** Pages 62-61
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
7. **Managed LAN Services- No Award** Pages 62-68
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
8. **Managed IP PBX Services- No Award** Pages 69-82
This service allows entities to acquire management and maintenance of an existing IP base telephony system.
9. **Audio Conferencing – Award** Pages 83-89
This service allows ad-hoc conference calling on-demand for end users on the hosted solution.
10. **Video Conferencing- Award** Pages 90-94
This service allows ad-hoc video conferencing on-demand for end users on the hosted solution.
11. **Web EX Connect- Award** Pages 95-97
This service allows ad-hoc web collaboration on-demand for end users.
12. **Open Video Communications (OVC) Award** Pages 98-105
This service allows integration of telephony and video conferencing solutions without replacing all current telecommunications equipment by end users.
13. **IP Contact Center Services Award** Pages 106-115
This service allows entities to acquire integration, management, and maintenance of an existing IP Contact Call Center system.
14. **Virtual Contact Center Services Award** Pages 116-121
This service allows entities to acquire a hosted Contact Center Service solution which currently does not exist today without investing in capital expenditure equipment.
15. **Managed Security Services No Award** Pages 128-173
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.
16. **Security Management Program No Award** Pages 174-187
These types of services cross various IT disciplines and are not directly Hosted Voice related. Therefore, they could be acquired through other delivery contracts or proposals.

All services listed as Award are available only in conjunction with the solicited hosted voice, video and collaboration services provided in the contract. For example, the Session Initiated Protocol services of IP Integrated Access and IP Trunking proposed by the vendor can only be procured for a hosted VoIP solution.

Under the previously authorized mandates, the Attachment – 'Ordering Procedures' also outlines the ordering procedures to be used by all state agencies and political subdivisions in various locales. This change order also seeks to ratify and highlight these procedures.

Please let me know if I may provide additional information.

ATTACHMENT I - Ordering Procedures for Agencies and political subdivisions

WVOT will submit written state contract order blanket release form WV-39 (found on Purchasing Division's website).

1. WVOT-supported agency requests for services under this contract will be submitted to WVOT for approval by the spending unit by submitting a Telecommunications Change Request form (TCR-Form attached to this ordering procedure).

These documents must designate the goods or services desired. The WVOT will submit the appropriate documents, upon approval, to the vendor for Hosted contract services. WVOT will monitor each service request until completion and provide status updates to the agency/user until service installation is completed.

Please email all requests with both forms to: tcn@wv.gov.

WVOT non-supported agency requests for services under this contract will be submitted directly to the vendor. For such requests, billing of services will be between the vendor and the non-supported agency.

TCR FORM

VOIP TELECOMMUNICATIONS CHANGE REQUEST (TCR)

1-Agency Detail:		2-(WVOT Only)	
		TCR#: Due Date:	
Agency:		Division:	
Agency Contact:		Phone:	CELL:
Agency On-Site Contact:		Phone:	CELL:
Agency On-Site Address:		E-mail Address:	
		6-Digit Account Number (UBI)	
		and Verizon Account Number: 915001	
		Hours of Operation:	
3-WVOT On-Site Contact:		Phone #:	CELL #:
		E-mail Address:	
WVOT On-Site Contact:		Phone #:	CELL #:
		E-mail Address:	

4-Requested Services (Complete all that apply)

SERVICE COMPONENT	CHECK THE BOX OF THE DESIRED SERVICE(S)
Hosted VOIP - New Implementation	<input type="checkbox"/>
Hosted VOIP – Existing (move, add, change, delete)	<input type="checkbox"/>
Hosted Virtual Contact Center – New Implementation	<input type="checkbox"/>
Hosted Virtual Contact Center – Existing (move, add, change, delete)	<input type="checkbox"/>
IP Contact Center Services	<input type="checkbox"/>
Open Video Communications	<input type="checkbox"/>
WebEx	<input type="checkbox"/>
Audio Conferencing	<input type="checkbox"/>
Other:	<input type="checkbox"/>

5-TCR AUTHORIZATION

BY SIGNING BELOW, THE AGENCY AGREES TO PAY BOTH NON-RECURRING (NRC) AND MONTHLY RECURRING (MRC) COSTS ASSOCIATED WITH THIS TCR – AS DETAILED IN THE ATTACHED DOCUMENTATION.

Agency Authorization:		
	(Printed Name)	(Signature)

(WVOT USE ONLY)

WVOT Authorization		
Completed By		



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

Purchase Order

PURCHASE ORDER NO.
VOIP13

PAGE
1

BLANKET RELEASE
00

CHANGE ORDER
2

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

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

ADDRESS
*611101629 304-356-3395 VERIZON BUSINESS SVCS 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SEN		FUND	
05/14/2014		NET 30		470751768			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #02				
			CHANGE ORDER ISSUED FOR THE FOLLOWING CHANGES TO THE CONTRACT.				
			1. PUBLISH REVISED PRICING SHEET RATES.				
			2. UPDATE THE IP TOLL RATE BASED ON USAGE.				
			3. ADD WV HAA AGREEMENT TO THE VOIP13 AGREEMENT FOR STATE AGENCIES.				
			4. EFFECTIVE DATE: 05/14/2014				
			5. NO OTHER CHANGES.				
			ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
	10/20/2014		725-57-01-001				
	VOICE OVER		INTERNET PROTOCOL (VOIP)				
				PREVIOUS PO TOTAL==>	OPEN END		
				PO NET CHANGE (+)==>			
					PURCHASING DIVISION CERTIFIED ENCUMBERED		
					MAY 14 2014		
					<i>Beverly Toler</i>		
					OPEN END		
					TOTAL		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY *GUY NISBET* 304-558-2596
PURCHASING DIVISION AUTHORIZED SIGNATURE



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Ross Taylor
Cabinet Secretary
Gale Glavin
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Christine Fernandes *CF*
Procurements PM for West Virginia Office of Technology

CC: Kim Harbour
PMO Director for West Virginia Office of Technology

SUBJECT: CHANGE ORDER TWO - VOIP13 STATEWIDE CONTRACT

DATE: May 11, 2014

In addition to the change order requested on May 8, 2014, this is to provide the additional information requested to update and include an IP toll rate under Sections 3.3.1 and 3.4. This rate was developed by Verizon based on an estimated agency usage of 8,000 calls per month averaging 7.5 minutes per call. We have confirmed that there will be no agency commitment to this usage and the standard rate will be set at \$.0232 per minute.

Also attached to this change order is the Business Associate Addendum (BAA) signed by Verizon, approved as to form by the Attorney General's office and acknowledged by the WVOT. We would like to include this as part of the change order. Please let me know if there is any additional information required.

TO: Christine Fernandes – Procurement PM for WVOT

FROM: Melanie Lopez – WVOT PM for IP Telephony

CC: Kim Harbour – WVOT PMO Director
John Dunlap – WVOT Network Engineering Director

SUBJECT: Clarification Change Order – VOIP13 Statewide Contract

DATE: May 7, 2014

In order to further clarify the vendor's change request letter, the following items are associated with our request in the initial change order to include the following services:

5. Unified Communication and Collaboration as a Service (UCCaaS), from page 44 of the Cost Response – reducing monthly rates.

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User		
Essential Package	\$16.00	New Rate	\$11.36
Basic Package	\$22.00	New Rate	\$15.62
Enhanced Package	\$27.00	New Rate	\$19.17
Premium Package	\$32.00	New Rate	\$22.72

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User		
Call Control	\$19.00	New Rate	\$13.49
Voicemail	\$ 3.50	New Rate	\$ 2.45
Presence/Instant Messaging	\$ 3.00	New Rate	\$ 2.10

The remaining items in the vendor letter are associated with our request in the initial change order to include,

13. IP Contact Center Services, from page 110 of the Cost Response – adding the TBD rates;

3.3.1 Toll Free Transport Charges – Domestic. Customer will be charged a transport rate of \$.0235 per minute, assessed in 6-second increments for VoIP Inbound Toll Free calls originating in domestic locations and terminating to IP endpoints. For calls terminating to non-IP end points, charges will be assessed in accordance with the separately-executed Service Attachment for Long Distance Voice Services reference in Section 1.1.1, above. Unless otherwise stated, a \$0.01 per-call minimum transport charge applies.

3.4 Local Origination Access Charges. For VoIP Inbound Local Origination, where a tariff applies, Customer will pay the rates set forth in the tariff. Where no tariff applies, Customer will pay the following per-minute Local Origination access rates, assessed in six-second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per-call minimum applies.

	Without IP IVR	With IP IVR
Switched Termination	<u>\$.0232</u>	<u>\$.0180</u>
Dedicated/Local Termination	<u>\$.0232</u>	<u>\$.0180</u>
IP Termination	<u>\$.0232</u>	<u>\$.0180</u>



May 8, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: Further Information for Change Order

Dear Mrs. Lopez:

Verizon response to address rates for Section 3.3.1 and 3.4; The Verizon Virtual Contact Center platform requires calls to be delivered from the VoIP Inbound services platform. Verizon provides the rates based on anticipated usage and commitment associated with services to be provided and current Verizon rates.

Although there is no commitment associated with this service, Verizon used anticipated usage based on current customer estimates of 8,000 calls per month at an average of 7.5 minutes per call, along with possible future growth of the services to support a deeply discounted rate. The Standard rate for this service per minute is \$.035 per minute, and Verizon is providing a discounted rate of \$.0232 per minute.

Verizon commits to provide the best services at the best rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

April 22, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

Verizon would like to provide a reduction in the Monthly Recurring Charges for the UCaaS Packages listed on page 44 of the Cost Section, Service Attachment for Unified Communications and Collaboration as a Service Part I: Rates and Charges..

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User	
Essential Package	\$16.00	New Rate \$11.36
Basic Package	\$22.00	New Rate \$ 15.62
Enhanced Package	\$27.00	New Rate \$19.17
Premium Package	\$32.00	New Rate \$22.72

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User	
Call Control	\$19.00	New Rate \$ 13.49
Voicemail	\$3.50	New Rate \$ 2.45
Presence/Instant Messaging	\$3.00	New Rate \$ 2.10

Verizon would like to replace the following sections adding the TBD rate on page 110 in the Cost Section:
3.3.1 Toll Free Transport Charges – Domestic. Customer will be charged a transport rate of \$.0235 per minute, assessed in 6-second increments, for VoIP Inbound Toll Free calls originating in domestic locations and terminating to IP end points. For calls terminating to non-IP end points, charges will be assessed in accordance with the separately-executed Service Attachment for Long Distance Voice Services referenced in Section 1.1.1, above. Unless otherwise stated, a \$0.01 per-call minimum transport charge applies.

3.4 Local Origination Access Charges. For VoIP Inbound Local Origination, where a tariff applies, Customer will pay the rates set forth in the tariff. Where no tariff applies, Customer will pay the following per-minute Local Origination access rates, assessed in six-second increments, for VoIP Inbound Local Origination calls. Unless otherwise stated, a \$0.01 per-call minimum applies.

	Without IP IVR	With IP IVR
Switched Termination	<u>\$.0232</u>	<u>\$.0180</u>
Dedicated/Local Termination	<u>\$.0232</u>	<u>\$.0180</u>
IP Termination	<u>\$.0232</u>	<u>\$.0180</u>

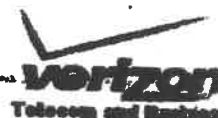
Verizon's VoIP Inbound Toll Free and/or Local Origination service is required for Verizon's Virtual Contact Center to use the phone call routing capabilities as stated in the Virtual Contact Center Service Attachment.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement**Policy No.: CPS-103****Issued: December 6, 2010****Subject: Authority to Approve Transactions**

**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management

Marsha K Harrell, Senior Consultant, Pricing & Contract Management

Lisa M Guignard, Director, Pricing & Contract Management

and

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2013 and ending on June 30, 2014 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:	
<i>Anthony Recine</i>	6/18/13
Signature	Date
Anthony Recine	
Name	VZ ID
VP, Pricing & Contract Management	
Responsibility Code or Cost Center Code	
<i>Lisa M Guignard</i>	6/20/13
Delegate's Signature - Lisa M Guignard	
<i>Patricia L Myers</i>	6/19/13
Delegate's Signature - Patricia L Myers	
<i>Marsha K Harrell</i>	6/19/13
Delegate's Signature - Marsha K Harrell	

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE, the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. Agency Procurement Officer shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agency01.html>.
 - b. Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.
 - e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-05, 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- i. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to the Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vro/agencyvfi.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@hiv.gov or <https://apps.hiv.gov/ol/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination:** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
 - d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
 - e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.
- 5. General Provisions/Ownership of PHI.**
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
 - b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
 - c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
 - d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
 - e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
 - f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
 - g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
 - h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WVDT

Signature: [Signature]

Title: CTO

Date: 5/12/14

Name of Associate: Verizon Business Network Services Inc.

Signature: [Signature]

Mersha K Harrell
Sr. Analyst
Contract Management

Title: _____

Date: 5/9/14

Form - WVBA-012004
Amended 06/29/2013

APPROVED AS TO FORM THIS 26/12
DAY OF June 20 11
BY [Signature]
Patrick Morrissey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Verizon Business Network Services Inc.

Name of Agency: _____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**AMENDMENT
TO THE
WV STATE GOVERNMENT
HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Amendment is to the HIPAA BUSINESS ASSOCIATE ADDENDUM between MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon"), and the State of West Virginia ("Customer") dated _____ (the "BAA").

WHEREAS, the parties entered into a statewide open end contract (PO No. VOIP13) dated October 24, 2013 for certain Voice Over Internet Protocol (VOIP) products and/or services to be provided to Customer; and

WHEREAS, the parties now desire to execute the HIPAA Business Associate Addendum;

NOW THEREFORE, the parties agree to amend the BAA as follows:

1. The first paragraph of the WV State Government Business Associate Addendum (hereinafter "BAA") is replaced with the following:

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc., a Verizon company ("Associate"), and is effective as of the final date of execution of the Addendum.

2. Numbered paragraph 2(b) of the BAA is replaced with the following:

Purposes. Except as otherwise limited in this Addendum, Associate may receive, use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such receipt, use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate acknowledges that HIPAA provides direct responsibility to Associate concerning impermissible uses and disclosures of the PHI it handles on behalf of Agency.

3. Numbered paragraph 3(b) of the BAA is replaced with the following:

Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any unauthorized use or disclosure of the PHI, including any successful Security Incident not provided for by this Agreement of which it becomes aware.

4. Numbered paragraph 3(f) of the BAA is replaced with the following:

Support of Individual Rights. Given the nature of the underlying contract, the Parties do not expect that there will be any need for Associate to provide support for individual rights as set forth in subsection f. In the event that such support is required, the Associate will work diligently to meet the 10 day response time set forth in subsection f. If Associate has difficulty complying with the timelines in subsection f, the Parties will work together in a diligent manner to assure the support of individual rights.

5. Numbered paragraph 3(f)(ii) of the BAA is replaced with the following:

Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment if possible and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

6. Numbered paragraph 3(g) of the BAA is replaced with the following:

Retention of PHI. [Intentionally deleted.]

7. Numbered paragraph 3(h) of the BAA is replaced with the following:

Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the content found within the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

8. Numbered paragraph 3(i) of the BAA is replaced with the following:

Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. Upon reasonable notice, The Associate shall also make these same internal practices, books and records available to Agency, or Agency's contractor, for reasonable, periodic audit(s) of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

9. Numbered paragraph 3(l) of the BAA is replaced with the following:

Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately (no later than 24 hours) by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected successful Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/otir/Default.aspx>. A "successful security incident" is the successful unauthorized access, receipt use, disclosure, modification or destruction of information or interference with system operations in an information system.

The Associate shall immediately investigate such suspected successful Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. To the extent known by Associate, within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer; and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

Associate shall also supply the Agency with a summary report regarding attempted but unsuccessful security incidents of which Associate has become aware, within thirty (30) days of such a request (so long such requests are made no more frequently than once every twelve (12) months), or more frequently if such a request is reasonable, necessary, and directly related to protecting the Associate against a material vulnerability.

10. Numbered paragraph 3(m) of the BAA is replaced with the following:

Assistance in Litigation or Administrative Proceedings. The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as fact witnesses or to the extent of a reasonable request for limited, cooperative assistance, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves invasion or actions by the Associate, except where Associate or its subcontractor, workforce or agent are named as an adverse party or have an interest adverse to the Agency or the claimant.

11. Numbered paragraph 5(u) of the BAA is replaced with the following:

Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process and made part of this Addendum if mutually agreed to by the parties and attached hereto. The parties acknowledge and agree to the following additional terms:

Privacy Insurance. In the event Agency or State obtains privacy liability insurance, it shall supply Associate with a Certificate of Insurance or similar documentation demonstrating such coverage, within thirty (30) days of written request from Associate.

12. Appendix A is amended to add the following as the last sentence at the bottom:

All Protected Health Information reasonably associated with the "Scope of Work" attached hereto.

13. Except as specifically modified herein, all other terms and conditions of the BAA remain in full force and effect.

14. This Amendment is hereby made a part of the BAA and incorporated therein by reference.

15. Each party, intending to be legally bound has caused this Amendment to be executed by its authorized representative on the date(s) indicated below, to be effective as of the last date executed.

State of West Virginia

By: [Signature]
Name: Gale Oliver
Title: CTO
Date: 5/12/14

Verizon Business Network Services Inc. on behalf of
MCI Communications Services, Inc

By: [Signature]
Name: Marsha K Harrell
Title: Sr. Analyst
Date: 5/9/14

Approved as to form this 14th day of
May, 2014
Patrick Morrissey, Attorney General

By: [Signature]
Chief Counsel



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

State of West Virginia
Master Agreement

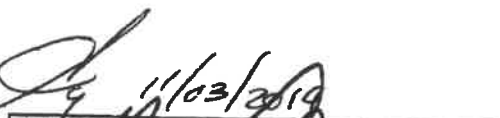



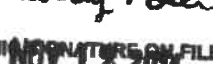
Order Date: 2014-10-24

60
CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Number: CMA 0212 0212 VOIP13	Procurement Folder: 232
Document Name: Change Order 3 for Converted VOIP13	Reason for Modification:
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	Renewal and price reductions. All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and in effect.
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-10-20

BUSINESS SVCS VERIZON 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Guy Nisbet Requestor Phone: (304) 658-2696 Requestor Email: guy.l.nisbet@wv.gov
--	---

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US
---	---

 PURCHASING DIVISION AUTHORIZATION SIGNED BY:  DATE: 11/03/2014 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY:  DATE: 11/5/14 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY:  DATE:  ELECTRONIC SIGNATURE ON FILE NOV 12 2014
--	--	---

Extended Description:**PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER INTERNET PROTOCOL SOLUTIONS and SVCS**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000

Description: Data Voice or Multimedia Network Equipment or Platforms and**Extended Description:**

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



Earl Ray Tomblin
Governor

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Ross Taylor
Cabinet Secretary
Gale Glavin
Chief Technology Officer

TO: Guy Niebet
Purchasing Division

FROM: Melanie Lopez *Ulain Lopez*
Procurements Manager, West Virginia Office of Technology

CC: Kim Harbour
PMO Director, West Virginia Office of Technology

CC: Justin McAllister
CFO, West Virginia Office of Technology

RE: CO #3 - RENEWAL OF VOIP13 STATEWIDE CONTRACT / PRICE REDUCTION

DATE: October 08, 2014

This memo is to request the renewal of the Statewide Contract VOIP13 beginning on October 21, 2014 and expiring October 20, 2015. To renew the original Contract according to all terms, conditions, prices and specifications contained in the original Contract including all authorized change orders, per the attached documentation. All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

In addition to the renewal request, we are also including a Change Order to the Statewide Contract VOIP13. This request is for price reduction in Package Pricing, A la Carte pricing, Audio Conferencing Pricing, and Net Conferencing Pricing. Per the vendor memo, all proposed pricing changes are reductions in pricing and can be reviewed in the attached pricing table also provided with this request.

In supplement, references to contract documents where the rates appear are as follows:

- Package Pricing (Essential, Basic, Enhanced, Premium) rates are shown in the full Cost Response document on page 44.

1900 Kanawha Blvd. E. Building 5 10th Floor P.O. Box 50110 Charleston, WV 25305 Phone: (304) 957-6800 Fax: (304) 558-1351

0.11
10/31/14

- A la Carte Pricing (Call Control, Voicemail, Presence/Instant Messaging) rates are shown in the full Cost Response document on page 44.
- Audio and Net Conferencing rates are shown in Attachment C, pages 18 and 19, of the full Cost Response document.
- Audio Conferencing Feature Charges are shown on page 88 of the Cost Proposal in Audio Conferencing Service Attachment.

This memo recognizes the gaps between dates on all associated documentation for the Change Order and asks that they be accepted. The gaps between dates are due to technical difficulties experienced by the administrators after the original Contract was migrated to wvOASIS. The renewal information of the Contract was not entered into wvOASIS at the time of migration.

Please let us know if additional information is needed.



June 25, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

Verizon would like to provide another reduction in the Monthly Recurring Charges for the UCCaaS Packages listed in Change Order 2:

1. Package Pricing

Package	Monthly Recurring Charge ("MRC") Per End User	
Essential Package	\$11.36	New Rate \$10.40
Basic Package	\$15.62	New Rate \$ 14.30
Enhanced Package	\$19.17	New Rate \$17.55
Premium Package	\$22.72	New Rate \$20.80

2. A la Carte Pricing

Capability	Monthly Recurring Charge ("MRC") Per End User	
Call Control	\$13.49	New Rate \$ 12.35
Voicemail	\$2.45	New Rate \$ 2.28
Presence/Instant Messaging	\$2.10	New Rate \$ 1.95

Also, Verizon would like to provide a price reduction for Audio Conferencing listed on page 18, Net Conferencing listed on page 19, and Page 86 of the Cost Proposal. See attached for reduced rates:

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

October 1, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: VOIP13

Dear Mr. Dunlap:

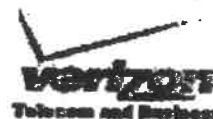
Verizon is asking the State of WV to exercise the first renewal option of the VOIP13 contract with the contract effective date of 10/24/2014 to 10/20/2015. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Corporate Policy Statement**Policy No.: CPS-103****Issued: December 6, 2010****Subject: Authority to Approve Transactions**

**APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101**

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L. Myers, Manager, Pricing & Contract Management [redacted] and
Marsha K. Harrell, Senior Consultant, Pricing & Contract Management [redacted] and
Jacquelyn A. Whiting, Director, Pricing & Contract Management [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 5/16/14
 Signature Date

Anthony Recine
 Name VZ ID

VP, Pricing & Contract Management [redacted]

Responsibility Code or Cost Center Code

J. Whiting 5/16/14
 Delegate's Signature - Jacquelyn A. Whiting

Patricia L. Myers 5/20/14
 Delegate's Signature - Patricia L. Myers

Marsha K. Harrell 5/20/14
 Delegate's Signature - Marsha K. Harrell

Revised Rates for Audio and Net conferencing are listed below:

Audio Conferencing		
Calls that originate & Terminate in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Service includes Bridging & Transport unless otherwise noted.		
Service Level/Access Type	Rate Per Minute / Per Participant	
Priority Service		
	Current	New
Dial-Out Access	0.2640	0.1980
Toll Free Meet-Me Access	0.2340	0.0980
Toll Meet-Me Access (bridging only)	0.2100	0.0900
Standard Service		
	Current	New
Dial-Out Access	0.1980	0.1485
Toll Free Meet-Me Access	0.1740	0.0780
Toll Meet-Me Access (bridging only)	0.1440	0.0680
Unattended Service		
	Current	New
Toll Free Meet-Me Access	0.0400	0.0167
Toll Meet-Me Access (bridging only)	0.0350	0.0095
Instant Meeting Service		
	Current	New
Dial-Out Access	0.0400	0.0167
Toll Free Meet-Me Access	0.0400	0.0167
Toll Meet-Me Access (bridging only)	0.0350	0.0095
Toll Free Meet-Me - Wireless Access Option	0.0380	0.0154
Toll Meet-Me - Wireless Access Option (bridging only)	0.0330	0.0091

Audio Conferencing Feature Changes			
Feature	Billing Unit	Current	New
Cancellation Charge	Per Reserved Bridge Port	3.50	2.00
Instant Meeting Fee 0-20 Ports	Per Month Per Subscription	0.00	0.00
Instant Meeting Fee 21-30 Ports	Per Month Per Subscription	39.95	0.00
Instant Meeting Fee 31-40 Ports	Per Month Per Subscription	49.95	0.00
Instant Meeting Fee 41-50 Ports	Per Month Per Subscription	59.95	0.00
Instant Meeting Fee 51-60 Ports	Per Month Per Subscription	69.95	36.00
Instant Meeting Fee 61-70 Ports	Per Month Per Subscription	79.95	40.50
Instant Meeting Fee 71-80 Ports	Per Month Per Subscription	89.95	45.00
Instant Meeting Fee 81-90 Ports	Per Month Per Subscription	99.95	49.50
Instant Meeting Fee 91-100 Ports	Per Month Per Subscription	109.95	54.00
Instant Replay Plus/Instant Meeting Replay	Per Minute	0.40	0.16
Instant Replay Plus	Per Set Up	25.00	0.00
Overbooking (after first 50 bridge ports)	Per Port	3.50	2.00
Recorded Audio File Download	Per Download	45.00	25.00

Net Conferencing		
Domestic Per-Minute Net Conferencing		
	Current	New
Instant, Advanced, Reserved and Customized Net Conferencing on Microsoft Live Meeting Professional Platform	0.20	0.20
Instant and Advanced Net Conferencing on WebEx Meeting Center Pro Platform	0.20	0.1530



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

State of West Virginia Master Agreement

Order Date: 2015-01-13

CORRECT ORDER NUMBER 69
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

103

Order Number: CMA 0212 0212 VOIP13	Procurement Folder: 232
Document Name: Change Order 4 for Converted VOIP13	Reason for Modification:
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	Change Order 4: Issued for Rate reduction for Virtual Contact Center, per the attached documentation. All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and in effect.
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-10-20

BUSINESS SVCS VERIZON 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304 US Vendor Contact Phone: (909) 909-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov
---	---

ISSUANCE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

12/2/15
1/21/2015
PURCHASING DIVISION AUTHORIZATION
SIGNED BY: *[Signature]*
DATE: 01/22/15
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL IS TO FORM
SIGNED BY: *[Signature]*
DATE: 1/30/15
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
SIGNED BY: *[Signature]*
DATE: 2-5-2015
ELECTRONIC SIGNATURE ON FILE



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Ross Taylor
Cabinet Secretary

Gale Given
Chief Technology Officer

TO: Guy Nisbet
Purchasing Division

FROM: Melanie Lopez
Procurements Manager for West Virginia Office of Technology

CC: Kim Harbour
PMO Director for West Virginia Office of Technology

SUBJECT: CHANGE ORDER FOUR – VOIP13 STATEWIDE CONTRACT

DATE: September 10, 2014

This is to request a change order to reduce certain rates associated with Virtual Contact Center services included in the Statewide Contract VOIP13, pages 116 and 117 of the Cost Proposal. These Services are currently deployed for at least two of our Agencies and being considered by others; therefore, this reduction in rates is in the best interest of the State of WV. Per the vendor memo, the proposed pricing changes are reductions to the initial rates.

Please let me know if there is any additional information required.

O.K.
WWS
01/20/15

The Verizon logo, consisting of the word "verizon" in a bold, sans-serif font, with a checkmark-like symbol above the 'i'.

4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-388-3395

August 19, 2014

Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305

RE: VOIP13/Virtual Contact Center

Dear Mr. Dunlap:

Verizon would like to provide a rate reduction for Virtual Contact Center listed on page 116 and 117 of the Cost Proposal for VoIP13 (see attached pages).

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

			8/19/2014
	Charge	NRC	
	Initial Implementation	\$5,000	no change
	Per Ordered Agent	\$15	no change

				8/19/2014
Individual Type	Charge Description	MRC* (0-99 Agents)	MRC* (100+ Agents)	New Rate
Agent Fee	Per unique logged-in Agent			
	(see Definitions in table in Sect. 2.3)	\$180 /	\$140 /	\$125
Supervisor Fee	Per unique logged-in Supervisor			
	(see Definitions in table in Sect. 2.3)	\$170 /	\$160 /	\$135
Port Fee	Per Extra Port			
	(above single port provided to each Agent and Supervisor)	\$83 /	\$72 /	\$64.80



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

State of West Virginia
Master Agreement

Order Date: 2015-09-28

CORRECT ORDER NUMBER 74
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 VOIP13	Procurement Folder: 232
Document Name: Change Order 5 VOIP13	Reason for Modification:
Document Description: VOIP13 Installation and Support of Hosted Voice Over	To cancel and reissue the contract.
Procurement Type: Central Master Agreement	
Buyer Name: Laura E Hooper	
Telephone: (304) 558-0488	
Email: laura.e.hooper@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000148897 BUSINESS SVCS VERIZON 4700 MACCORKLE AVE STE 101 CHARLESTON WV 25304 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE
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Extended Description:**Change Order 5**

Contract VOIP13 is being cancelled due to the incorrect FEIN number/VSS Oasis Account number being applied to this Statewide contract when the contract was converted into Oasis. Reissued and renewed under the correct FEIN/VSS Oasis Account number, as CMA VOIP13A.

Effective Date of Cancellation of VOIP13: 09/28/2015

Effective Date of Reissue as VOIP13A: 09/28/2015

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: VOICE OVER INTERNET PROTOCOL (VOIP)

Extended Description:

The Verizon logo, consisting of the word "verizon" in a bold, sans-serif font, with a checkmark-like symbol above the 'i'.

4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

September 22, 2015

State of West Virginia
West Virginia Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

RE: VOIP13

Dear Ms. Hooper:

At the request of the State of WV, Verizon confirms the correct vendor/fein # for VOIP13 is 190764/470751768. Verizon also gives permission for the State of WV to do what is necessary to correct the error in their system.

If you have any questions, please do not hesitate to contact me on 304-356-3395 or via email at sandra.k.hawkins@verizon.com.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Hawkins".

Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

August 20, 2015

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

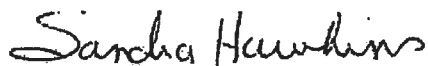
RE: VOIP13

Dear Mr. Dunlap:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2015 to 10/20/2016. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



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

State of West Virginia Master Agreement

Order Date: 2015-09-28

CORRECT ORDER NUMBER 78
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 VOIP13A	Procurement Folder: 150006
Document Name: VOIP13A - Reissue of VOIP13	Reason for Modification:
Document Description: PROCUREMENT, INSTALLATION, and SUPPORT OF HOSTED VOICE OVER	Reissue of cancelled contract VOIP13.
Procurement Type: Central Master Agreement	
Buyer Name: Laura E Hooper	
Telephone: (304) 558-0488	
Email: laura.e.hooper@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 371392 PITTSBURGH PA 152507392 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> 9/28/15 DATE: 9/28/15 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>Robert Fisher</i> DATE: 10/2/15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Toler</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE
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Date Printed: Sep 28, 2015 Order Number: VOIP13A

Page: 1

FORM ID: WV-PF-2015A_001 8/14


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

September 22, 2015

State of West Virginia
West Virginia Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

RE: VOIP13

Dear Ms. Hooper:

At the request of the State of WV, Verizon confirms the correct vendor/fein # for VOIP13 is 190764/470751768. Verizon also gives permission for the State of WV to do what is necessary to correct the error in their system.

If you have any questions, please do not hesitate to contact me on 304-356-3395 or via email at sandra.k.hawkins@verizon.com.

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

 **verizon**

4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

August 20, 2015

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

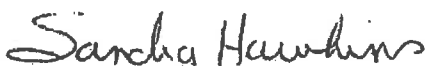
RE: VOIP13

Dear Mr. Dunlap:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2015 to 10/20/2016. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



Department of Administration
Purchasing Division
2018 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 2016-10-06

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

Order Number: CMA 0212 0212 VOIP13A	Procurement Folder: 150008
Document Name: Change Order #1 - Extension of VOIP13A	Reason for Modification:
Document Description: Change Order #1 - Extension of VOIP13A	An extension of VOIP13A Statewide Contract for the continued provision of services from the existing vendor, Verizon Business, from October 21, 2016 until October 20, 2017.
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L. Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2013-10-21
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-10-20

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 371392 PITTSBURGH PA 152507392 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 10/19/16 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 10/25/16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: OCT 20 2016 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order #1: An extension of VOIP13A Statewide Contract for the continued provision of services from the existing vendor, Verizon Business, from October 21, 2016 until October 20, 2017.

The extension is necessary to provide continued support of the two contracted services; Virtual Contact Center and Hosted VOIP. These services are currently being used by DHHR and the Tax Division. As the WVOT's IP Telephony (IPT) environment implementation continues, these services will be made available for our supported agencies use and the VOIP13A contract services will no longer be required.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43220000			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: VOICE OVER INTERNET PROTOCOL (VOIP)

Extended Description:


4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

September 27, 2016

State of West Virginia
Office of Technology
1900 Kanawha Blvd, East
Charleston, WV 25305

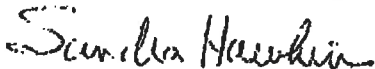
RE: VOIP13

Dear Mr. McAllister:

Verizon is asking the State of WV to exercise the renewal option of the VOIP13 contract with the contract effective date of 10/21/2016 to 10/20/2017. This renewal will be in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Verizon commits to provide the best services at the lowest rates possible. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Verizon Business Network Services, LLC
1095 Avenue of the Americas
New York NY 10036 USA

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	American Home Assurance Co.	19380
INSURER D:	New Hampshire Insurance Company	23841
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570083898578

REVISION NUMBER:

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

INSURANCE LINE	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL1728890	06/30/2020	06/30/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$2,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPROP AGG	\$2,000,000
EACH OCCURRENCE	\$2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000																		
MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMPROP AGG	\$2,000,000																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)																			
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC045886576 AOS WC045886575 CA	06/30/2020	06/30/2021	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$2,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$2,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$2,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$2,000,000	E.L. DISEASE-EA EMPLOYEE	\$2,000,000	E.L. DISEASE-POLICY LIMIT	\$2,000,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT	\$2,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$2,000,000																		
E.L. DISEASE-POLICY LIMIT	\$2,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: VOIP13 EEE contract. State of West Virginia is included as an Additional Insured with respect to the General Liability policy. The General Liability policy shall apply as Primary Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against State of West Virginia herein for recovery of damages to the extent these damages are covered by the General Liability and Workers' Compensation policies referenced herein and, as further limited by written contract between the parties.

CERTIFICATE HOLDER

State of West Virginia
Attn: Mark Atkins
1900 Kanawha Blvd. E.
Charleston WV 25305 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Victoria K. Mesa
Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570083898578