



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

Request for Quotation

RFQ NUMBER:
WV10866

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
TYPE NAME/ADDRESS HERE

PURCHASING

ORIGIN ID: IXDA (913)661-0700
 DARREL LEIGH
 PREMIERE GLOBAL SERVICES
 19103 W. 106TH STREET
 PLATTEVILLE, MO 64075

SHIP TO

**BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302**

**112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/27/2010				
BID OPENING DATE: 06/29/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		915-77		
<p>TELEPHONE SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, BOARD OF REVIEW, IS SOLICITING BIDS FOR DIGITAL TELECONFERENCING, RECORDING AND STORAGE OF THEIR HEARINGS, PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV AND CC KRISTA FERRELL AT KRISTA.S.FERRELL@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 06/09/10 AT 5:00 P ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

RECEIVED
 2010 JUN 29 AM 10:05
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: WWV10866</p> <p>BID OPENING DATE: 06/29/10</p> <p>BID OPENING TIME: 1:30 PM</p>						

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VENDOR

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ WWV10866 ***** TOTAL: _____						

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**STATE OF WEST VIRGINIA
WORKFORCE WEST VIRGINIA
REQUISITION FOR QUOTATION
WWV-10-866**

WorkForce West Virginia (WFWV), Board of Review (BOR) is responsible for conducting administrative hearings for disputed claims of unemployment compensation benefits. Currently, BOR utilizes a standard teleconferencing service to conduct telephonic hearings; manual transcription of both the telephone and on-site hearings; and hard copy and cassette storage of those transcripts. BOR desires to convert this process to digital to reduce expense and improve efficiency.

The purpose of this Requisition of Quotation (RFQ) is to solicit potential vendors to provide digital teleconferencing, recording and storage of BOR's hearings.

SCOPE OF WORK:

The successful vendor must evaluate the following information regarding current equipment, resources, and site connectivity to determine what will be required to implement digital teleconference bridging, and digital recording and storage of the telephonic hearings conducted.

Currently, BOR conducts hearings at the following West Virginia locations with the following equipment and telephone/internet service:

Location	Internet Connection	Telephone Service	Equipment Info.
200 Value City Center in Beckley	Frame Relay T1	Verizon	Laptops with Windows XP, Intel Core 2 Duo processor, 2.80 GHZ processor speed and 2GB RAM (at minimum)
1321 Plaza East in Charleston	10 meg circuit	Verizon	Same as above
320 Adams Street in Fairmont	Frame Relay T1	Verizon	Same as above
2699 Park Avenue in Huntington	10 meg circuit	Verizon	Same as above
212 Dingess Street in Logan	Clear Channel T1	Verizon	Same as above
891 Auto Parts Place in Martinsburg	Frame Relay T1	Verizon	Same as above
304 Scott Avenue in Morgantown	Frame Relay T1	Verizon	Same as above
300 Lakeview Center in Parkersburg	Clear Channel T1	Verizon	Same as above
830 Northside Drive in Summersville	Clear Channel T1	Verizon	Same as above
1275 Warwood Avenue in Wheeling	Frame Relay T1	Verizon	Same as above

MANDATORY REQUIREMENTS:**The vendor must:**

1. provide all equipment and services necessary for WFWV to utilize digital teleconference bridging, digital recording, and digital storage of unemployment insurance hearings. All costs associated with the proposed system must be clearly listed in the Cost Bid Sheet provided herewith.
2. host and store all services and related data on the Vendor's equipment;
3. provide access to these services through the internet. All web interfaces of the proposed system must be compatible with Internet Explorer versions 6.x, 7.x, and 8.x. All web interfaces of the proposed system must be compatible with the current versions of Internet Explorer, FireFox, and Netscape Navigator;
4. ensure that the proposed system will be compatible with the then-current web browsers throughout the life of any Purchase Order that results from this RFQ;
5. provide a system in which all software proposed is off-the-shelf; generally available; i.e. not in beta or test; and currently in production as proposed. All item(s) shall be new, in current mainstream production, and immediately available. The State shall not accept prototypes or items in test production and not formally announced for market availability.
6. must store and retain digital recordings of hearings for up to 2 years. Digital recordings of all hearings must be readily accessible during the entire length of their retention.
7. not purge any hearing along with that hearing's associated files without the written approval of a designated BOR employee(s).
8. provide a secure method of purging the hearings and associated files/data to a status from which it cannot, for all practical purposes, be recovered equivalent to or better than Department of Defense wipe.
9. have measures in place to ensure that only hearings approved for purging are purged. Responders must provide quarterly destruction request log to BOR which must be approved in writing by designated BOR employee(s).
10. notify WFWV within one hour of the beginning of the lapse in service if the successful vendor is unable to provide services.
11. In the event of a disaster affecting the ability of the successful vendor to provide services, the vendor must notify WFWV within three hours of the estimated date and time of service restoration.
12. provide system redundancy, fault tolerance, and a fully functional and tested disaster recovery facility..
13. securely destroy all WFWV records following WFWV's extraction.
14. ensure the security of unemployment insurance records, including compliance with applicable State and Federal data privacy statutes, in complete detail.
15. require that all employees of the successful vendor who shall have access to the information acquired through the execution of any Purchase Order resulting from this RFQ must sign a data confidentiality agreement ensuring WFWV that all staff with access to West Virginia unemployment insurance records complies with the requirements of West Virginia data privacy statutes.
16. restrict access to the proposed system by WFWV staff via a secure socket layer protocol.
17. Provide a method of encrypting data in transit equivalent to or better than SSL 3.0 (Secure Socket Layer)
18. generate itemized, monthly reports showing usage of the dial out conference bridge by BOR, length of call, origin of call, destination of call, date, and time of calls, etc. Reports must be able to be broken down and provided in a manner which shows records of calls by date, Applicant ID, Issue ID number, issue sequence number, and Law Judge, at the request of WFWV staff. Such requests shall not be made more than 12 times per year.

19. submit monthly bills to WFWV for the previous month's usage within 15 calendar days of the month being billed. Monthly bills must include, at a minimum, the following information: a unique invoice number and invoice date, vendor address, Purchase Order Number WWV-10-862, call date, call start time, call duration, number of participants, charges per call, Law Judge Name, phone number(s) called, origin of call, and total charges.
20. maintain a domestic Help Desk for troubleshooting problems and assisting users. The Help Desk must be operational 7 A.M. to 6 P.M. ET, Monday to Friday, excluding State Holidays. The Help Desk must be accessible via a local or toll-free telephone number.
21. provide WFWV with all on-site training for approximately 25 key personnel from WFWV's BOR staff necessary to properly use the proposed system. Training must be provided for all 25 BOR staff at one time and will require a maximum of 6 hours.
22. provide training materials for 25 BOR employees that can be used by these key personnel to train other users.
23. have three years' experience in implementing conference bridging, digital recording and storage in an integrated system. At least one completed project must be similar to this project in size and scope.

The proposed system must:

1. file hearings by the following index values: Issue ID Number, Issue Sequence Number, Applicant ID, Employer Account Number, Hearing Date, Hearing Time, Unemployment Law Judge, Applicant Name, Employer Name, Telephone Numbers, Witnesses' Names, Witnesses' Telephone Numbers, Representatives' Names and Representative's Telephone Numbers.
2. allow for the establishment of hearing records via an upload from WFWV.
3. allow either a nightly electronic transfer or an automatic transfer of the data from WFWV to the successful vendor.
4. have a mechanism to alert the BOR to discrepancies between record uploads from WFWV and records entered manually by BOR via the successful vendor's web interface. Note: WFWV does not anticipate transmitting social security numbers or employers' federal identification number as a part of the transmitted record.
5. allow entry of calling data (phone numbers of the parties involved) prior to a hearing to provide efficient calling of all parties. Call data must be able to be added automatically via an electronic interface and manually via a web page(s).
6. be capable of calling and connecting all parties involved in a hearing.
7. not call and connect the parties involved in a hearing without being commanded to do so by the BOR or other authorized WFWV user.
8. be capable of auto-dialing extension phone numbers and navigating auto-attendant phone systems.
9. be capable of dialing international numbers.
10. provide both audible and visible (through the web interface) cues to notify the BOR when any party becomes disconnected during the hearing. Such cues must not be a tone that would trigger disconnect if the recording is replayed at a subsequent time.
11. include audio quality control, add/drop capability, and muting capability.
12. have a high volume capacity, such that up to 10 separate participants may participate in one conference call.
13. have the capacity to set up and record 10 simultaneous hearings with at least five (5) participants each.
14. be capable of hosting at least 2,000 conference calls per year, and must be scalable to 4,000 conference calls per year.

15. be capable of recording at least 1,000 minutes of conferences per day, scalable to 2,000 minutes per day. Calls will have an average length of 60 minutes per hearing.
16. allow for access, selection, and playback of prior hearing recordings during a subsequent hearing such that all parties on the teleconference can hear the prior recording. The playback must be able to occur while continuing to record the subsequent hearing.
17. permit users the capability to create or customize "markers" to tag or "bookmark" noteworthy events in the recording (i.e., oath, introduction of exhibits, applicant, employer, and witness testimony, etc).
18. allow authorized staff access to hearing recordings for selection and playback.
19. save hearing recordings in a format (such as .wav) that does not require special software to listen to.
20. permit authorized users to make a copy of the recording via digital media and/or file transfer.
21. permit searching for recorded hearings by index values including: Applicant ID, Issue ID, Employer Account Number, and Unemployment Law Judge's Name.
22. permit the user to search for and playback bookmarked events from a hearing, while recording the same hearing.
23. be available and functionally operational 99% of the time, Monday-Friday, 6:00 A.M. CT to 6:00 P.M. CT, not including State Holidays, such that the proposed system is available and functionally operational for 99% of all minutes within each calendar month. Force Majeure events shall not be counted against the successful vendor for the purposes of this requirement.

State of West Virginia
WorkForce West Virginia
RFQ # WWV-10-866
Cost Bid Sheet

ONE TIME COSTS:

On-Site Training
6 (estimated number of hours) x _____ (hourly rate) = \$ _____

System Configuration and Customization
20 (estimated number of hours) x _____ (hourly rate) = \$ _____

Initial programming
20 (estimated number of hours) x _____ (hourly rate) = \$ _____

TOTAL ONE TIME COSTS \$ _____ (1)

SOFTWARE REQUIREMENTS:

Itemized list of software* required

\$ _____

TOTAL SOFTWARE COSTS: \$ _____ (2)

COST FOR CALLS:**

\$ _____ (rate per minute)
Multiplied by 130 calls per month
Multiplied by 120 minutes (2 hours per call)
Multiplied by 5 participants per call = \$ _____ (3)

Grand total of Costs (1) + (2) + (3) = \$ _____
TOTAL BID

*A list of additional computer hardware needed is to be listed separately and will be purchased under an existing State-wide contract separate from any contract resulting from this RFQ

**Rate per minute should include all long distance charges, conference bridging charges, recording of hearings, storing of recordings and retention, and unlimited access to download and replay recordings.

Note: The number of calls, minutes and participants provided herein are for cost estimating purposes only and are not intended to reflect current volumes.

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ENERGIZE YOUR CONNECTIONS™



Solutions Proposal for Audio Conferencing Services

Prepared For:



The State of West Virginia – RFQ WWV10866
Department of Administration
2019 Washington Street East
Charleston, WV 25305
Frank Whittaker

June 28, 2010

Submitted By:
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pgi.com



June 28, 2010

The State of West Virginia
Department of Administration
2019 Washington Street East
Charleston, WV 25305
Frank Whittaker

Dear Mr. Whittaker:

In response to your request for teleconferencing services, this Solution Proposal was created to clearly define how PGI can address the State of West Virginia's business needs today, as well as to help you become more familiar with PGI, our overall capabilities, solutions, current customer base, history of innovation, and award-winning technologies and infrastructure

We hope you'll find that PGI is uniquely positioned to serve your business and look forward to sharing more information with you soon.

If you require any immediate clarification on the information provided in this document or in general, please contact me directly.

Best Regards,

Chris Harmon
Strategic Relationship Director
PGI





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Executive Summary

PGi is a global provider of advanced audio conferencing and collaboration tools, high-impact web conferencing and webcasting solutions, with unprecedented capabilities for event hosting. PGi has been improving how businesses connect since 1991. Today, we help nearly 10 million people around the world work, collaborate and make meaningful connections every month – creating an environment that not only encourages collaboration, but makes it effortless. Our philosophy is to put people first in everything we design and to make technology more simple and intuitive.

PGi would like to develop a lasting partnership with the State of West Virginia by learning more about how all areas of your organization are currently meeting and collaborating with each other, with customers, with partners and with suppliers. We have the expertise to help you choose which solutions work best for each of your entities needs, provide the broadest offering of technologies to meet those needs, and exceptional service and support to engage, educate and entice users to rapidly embrace new ways to connect and collaborate.

Our award-winning solutions are supported by a communications operating system that is flexible, reliable and highly secure. Our customers benefit from anytime/anywhere access, global scalability, the freedom to pick from the precise collaboration tools they need along with the option to work with SaaS-based or managed services delivery models.

PGi has offices that are staffed with experienced individuals, in more than 24 countries worldwide, providing excellent on-site customer care, consistent services, multiple language support, and in-country conferencing ports, rates and billing. In addition to PGi's 24 country presence, we have redundant network operation centers in Kansas City and Colorado Springs, USA, Clonakilty, Ireland, York, England, and Sydney, Australia. PGi's superb services truly extend worldwide.

PGi continues to expand its offerings to meet the needs of our global customers. Global account support teams, local language customer care, translation services and aggregated billing and reports all make collaboration around the world easy and affordable.

With a Global Sales team of approximately 800 professionals, PGi is positioned for continued international growth. Always responsive to our customers' needs, PGi is poised to expand into global markets based on customer demand.



The PGI Story

At PGI, we want to revolutionize the way people interact. We are motivated by a simplistic, but powerful idea – that meetings, calls and events can be made better – a lot better – for everyone involved. Our mission is to craft immersive workplaces with communication technologies that enable teams and individuals to connect with more meaning, collaborate more creatively and work more dynamically

Every day, 50,000 businesses, including nearly 90% of the Fortune 500, turn to PGI for important conferences, meetings and events. Every month, 10 million people use our next-generation collaboration platform to engage co-workers and partners and talk to customers and clients.

Our customers turn to us because our next-generation solutions deliver tangible business value today – like increased efficiency and productivity, lower costs, and higher technology ROI. They also help companies reduce their environmental impact.

Our advanced, user-friendly solutions for conferencing and collaboration, webcasting and events are readily accessible from the cloud to any smart phone, handheld or computer. They are supported by an innovative, industry-first communications operating system that is flexible, scalable, reliable and highly secure.

And, as strong as our technology is, we are all about the people. You don't need an advanced engineering degree or massive IT department to use our solutions. Our intuitive solutions are designed for simplicity, to work the way people do - naturally, easily and without interruption - so everyone can come together and work creatively. Because when clunky software and difficult technology isn't in the way, it's easier to collaborate, brainstorm and innovate. That means your business can get down to business, and your people can be more productive.

Founded in 1991 and headquartered in Atlanta, Georgia, U.S.A., PGI (NYSE: PGI) has 2,300 employees and operates in 24 countries worldwide.

PGi Corporate Facts

- > 2,300 associates
- > Operations in 24 countries
- > 50,000+ customers
- > \$624 million in revenues
- > NYSE: PGI
- > Atlanta, GA headquarters



PGi Solutions Overview

Our world-class communication and collaboration solutions include a full-suite of traditional and Voice over Internet Protocol-based (VoIP) audio conferencing and web collaboration services for all forms of group meetings, from large events to smaller, less formal meetings. PGiMeet Conferencing Services include automated (reservation-less) conferencing with global connectivity from approximately 90 local access points, operator-assisted event conferencing, the broadest offering of web collaboration solutions and full-featured audio and video streaming webcast events.

Anytime Audio Meetings

From smaller everyday meetings to instant worldwide conference calls, our reservation-less audio conferencing solutions give you on-demand availability and all the options you need for an engaging and high-quality call. PGi solutions offer a full range of flexible, convenient and secure options, including:

- > Reservation-less calling – no advanced scheduling necessary
- > Easy, intuitive interfaces – no training required
- > Unique passcodes for hosts and attendees
- > Integration with Microsoft® Office Outlook®
- > 24/7 live support
- > Keypad shortcuts for mute/un-mute and volume controls
- > Quick dial-out capabilities to add attendees
- > One-touch recording and playback capabilities
- > Advanced security features – additional security codes, attendee roll calls, entry/exit announcements
- > Integration with web conferencing
- > Online access to meeting reports, recordings and preferences
- > Unique mobile application automates dial-in for Blackberry, iPhone and other devices

Next-Generation Web Collaboration

With our high-powered, low-complexity solutions, better meetings and more creative collaborations are just a few clicks away. And because every business has unique objectives, needs and users, we deliver the broadest choice in the industry, so the customer has the flexibility and control to choose the right environment for every type of meeting.

Specifically, PGi offers:

- > Best-in-class audio integration to optimize the user experience, regardless of application
- > The convenience of “one-call,” single-vendor support for both audio and web, and all the leading solutions
- > Deployment and training and on-boarding programs to boost adoption and ROI
- > Experience in deploying both department-level and enterprise-wide web applications

Large Scale Virtual Events

Whether there are 30 attendees or 3,000, PGi can deliver big event excitement without the big event expense. Our experts have the know-how to help you pull off mission-critical events with polish, professionalism and pizzazz. And our operator-assisted solutions make a great first impression, keeping your brand and message front and center and your reputation in excellent shape. PGi events solutions feature:

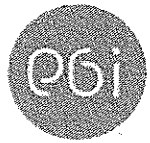
- > Operator-assisted audio services with easy web integration for private or large-scale events
- > Reliable, sleek and intuitive audio and video webcasting solutions for simple podcasts, webinars or streaming rich media
- > Dedicated event managers that handle pre- and post-production details, and manage the event itself
- > Detailed reporting on attendance, participation and more, available in a variety of formats



- > Online pre-registration, invitations and document distribution
- > Advanced features for polling, electronic Q&A, live chat and sub-conferencing for select attendees
- > All the file links, replays, transcripts and translations you need to keep the buzz going

Our Integration Model - PGiConnect®

Given our experience integrating and deploying accounts for large enterprises, we identified the need to streamline and better support customer integrations and application development. In 2008, we re-launched an online developer community at www.PGiConnect.com that allows developers, partners and customers to access PGI's open-source, standards-based APIs to facilitate seamless large scale integrations, account provisioning and new product development.



PGi Account Management Support

PGi will provide the State of West Virginia with dedicated teams in each region to ensure successful migration, maintenance and growth of The State of West Virginia's customer base.

PGi understands the value for customers to experience 'zero impact' during a migration process. To this end, PGi has refined the migration process to ensure that the user experiences a seamless transition from the old provider to PGi.

In addition, PGi deploys a full global Transition/Project Team to plan, execute and monitor a customer migration. A full Transition/Project team would be assigned to The State of West Virginia and regional Account Management and Operations Teams would be dedicated to your account for the duration of the contract.

Dedicated Project Team Members for the State of West Virginia would include:

Sales Specialists/Consultants: This team member will proactively be involved in the initial presentment of the service. This team member will be available to facilitate customer concerns by providing initial coordinating efforts between the customer and other client team members. Sales Specialists conduct themselves according to the PGi corporate policies currently in place.

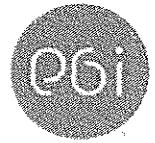
Sales Engineer: Lead Sales Engineers provide strategic direction, guidance and integration of specific products or solution sets.

Client Manager: Client Managers provide internal and external project resource coordination, project management by process, supervision of each project through implementation into production, and transition to Customer Care at project end.

Major Account Technical Support Representative: This client team member will provide ongoing technical support/customer service in a lead role.

The PGi Account Management Team assigned to your company is as follows:

Name	Title	Phone #	E-mail
Lynn Edmanson	Account Manager	(866) 913-8447	Lynn.edmanson@pgi.com
Chris Harmon	Strategic Relationship Director	(913) 982-1190	Chris.harmon@pgi.com
John Namy	Sales Engineer	(312) 287-6253	John.namy@pgi.com
Tiffany Jensen	Vice President of Agent Management	(212) 915-2847	Tiffany.jensen@pgi.com



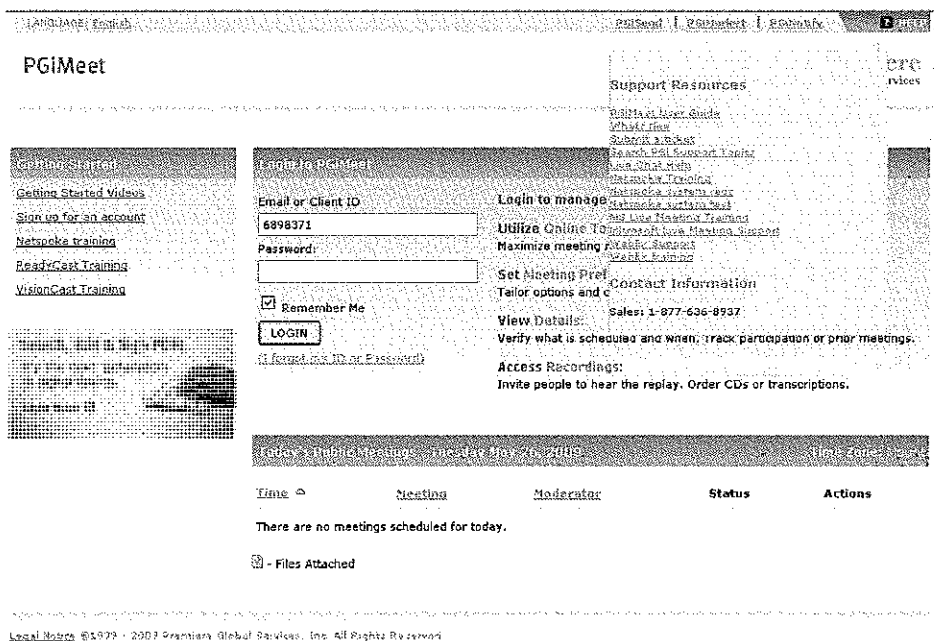
PGi Response to General Terms and Conditions

If selected for the proposed transaction, PGi looks forward to the parties negotiating in good faith the terms of a definitive services agreement to be executed by the parties. The parties agree that no binding commitment with respect to any potential relationship between the parties shall be deemed to be in effect unless and until such a definitive agreement is executed and delivered by the parties.



PGi Response to Mandatory Requirements

1. Provide all equipment and services necessary for WFWV to utilize digital teleconferencing bridging, digital recording, and digital storage of unemployment insurance hearings. All costs associated with the proposed system must be clearly listed in the Cost Bid Sheet provided herewith.
PGi is proposing a hosted, software as a service (SaaS) conferencing solution, provided via a single, integrated, on-demand platform, the PGi Communications Operation System (PGiCOS). Services may be utilized via the State of West Virginia's existing telephone lines and web browsers and require no installation of on-premise hardware, software or additional equipment.
2. Host and store all services and related data on the Vendor's equipment.
PGi provides unlimited storage capabilities for State of West Virginia conference recordings via PGi's encrypted servers. Additionally, PGi can co-develop with the State of West Virginia an online customer site, the PGiMeet Customer Site, providing the customer the capability to store and access recordings via the State of West Virginia's own, customer-facing portal. All portal administrators will be provisioned with a Client ID and Password to enter their site and manage their conferencing services.



Allowing the customer more control over their conferencing services, PGi employs the PGiMeet Customer Conferencing Site for our conferencing customers. The PGiMeet Site is a customized portal that has a URL reflecting the customer's name, such as <http://stateofwestvirginia.pgimeet.com>, and can only be utilized by authorized users. The site can be branded to include the company's logo and applicable color-scheme. It provides robust administrative features, such as allowing site administrators to add users, edit existing users, disable terminated users and view usage reporting for all users. Additionally, meeting owners can maintain a library of documents to use in meetings, schedule meetings, send meeting invites, launch web-based meeting solutions, and view usage reports, all from the same site. The following are additional features that are provided via the PGiMeet Conferencing Site:



- Create, view and manage reservationless audio accounts and web meeting rooms on-demand
- Access online audio controls for more effective audio meetings
- Schedule meetings in advance, with a specific date and time.
- Download recordings of prior meetings and order transcriptions or CDs
- Access a Help menu on every page to find support resources at anytime.
- Create and manage attendee pre-registrations and evaluations
- Publish meetings for other team members to easily find and join

For conference recordings, on the PGIMeet home page, the My Latest Recordings section offers moderators a way to easily access their 3 latest recordings or to find all active recordings. Selecting a recording takes the moderator to that recording's detail page, which offers these options:

- download audio (ReadyConference, GlobalMeet, Scheduled ReadyConference) or audio and web (Netspoke) recordings
- order an audio CD or transcription
- extend a recording's availability on PGIMeet
- invite others via email to download the recording
- track who has downloaded each recording
- delete or rename the recording
- change the recording to/from public/private

The screenshot shows the PGIMeet website interface. At the top, there are navigation tabs: HOME, MEETINGS, REPORTS, ADMINISTRATION, and SEARCH. On the left, there is a sidebar menu with links for: Home, My Meetings, My Latest Recordings, My Account, My Profile, My Settings, My Preferences, My Billing, My Site Maintenance, My Help, My Support, My Feedback, My Privacy Policy, My Terms of Service, My Contact Us, My About Us, My PGI Meet Solutions, My Microsoft Web Meetings, My One-time Audio Meetings, My One-time Web Meetings, My Operator-assisted Audio Events, My WebEx Web Meetings, My Today's Public and Private Meetings, My Sunday May 24, 2009, and My Time Zone: Eastern.

The main content area is divided into two columns. The left column is titled "Always Available Meetings" and features a "Create/Edit" button with a sub-heading "meeting rooms and audio conferences". Below this, it says "Start here to create always available meeting rooms and audio conference accounts, or to edit your existing accounts." The right column is titled "Meet Now" and features a "Meet Now" button with a sub-heading "launch audio controls or a web meeting". Below this, it says "Start here to go to your meeting room. Hosting an audio conference? Click here to access online audio conference controls." On the far right, there is a section titled "More PGI Meet Solutions" with links for: Microsoft Web Meetings, One-time Audio Meetings, One-time Web Meetings, Operator-assisted Audio Events, and WebEx Web Meetings.

**Order**[Order a CD](#)[Order a Transcript](#)[Order Additional Time](#)

(167 Days Remaining)

Download and Play from Computer1. [Select Component\(s\)](#)

Web and Audio

2. [Select Format](#)

Enhanced Windows Media

3. **Instructions**

You must have the [Netspoke Pro Conference player](#) installed on your machine.

To hear the audio of a conference, you must have either Windows Media Player or Real Player installed on your machine. For more information, take the [Recording Playback Test](#).

Play Audio from Phone**Audio:**

To listen to a digital audio recording of this conference, use the following:

Toll free: 1-888-203-1112

Toll: 719-457-0620

Recording ID: 63804386

Recorded Conference Details [Edit](#)

Title	Netspoke Conference
Description	
Date	5/14/2009
Start Time	3:40 PM U.S., New York
Duration	14 minutes
Owned By	Peter Stewart
Created Date	5/14/2009 7:22 PM U.S., New York
Category	
Presenter Name	Peter Stewart
Presenter Email	

Recording Actions

View Times Downloaded	0
Invite To Recording	Invite to Recorded Conference

Pin: 06BP

3. Provide access to these services through the internet. All web interfaces of the proposed system must be compatible with Internet Explorer versions 6.x, 7.x and 8.x. All web interfaces of the proposed system must be compatible with the current versions of Internet Explorer, FireFox and Netscape Navigator.

*The conference moderator can initiate a reservationless recording via *22. Upon completion of the conference, a dedicated dial-in number (different than the conference bridge) will be sent directly to the moderator's email account to access their reservationless recording.*

For recordings that are accessed via the PGI Meet Customer Conferencing site, the following is an overview of the minimum system requirements:

Windows XP, 2003, Vista, Windows 7

- Internet Explorer 6/7/8
- Firefox 2/3
- Sun Java 1.4.2_06, 1.5.0_06, 1.5.0_10, 1.6.0_01 or later
- JavaScript and cookies enabled
- Flash version 9.0 or higher
- Intel or AMD processor (1GHz or faster)
- At least 512 MB RAM (at least 2 GB RAM for Vista)

Mac OS X 10.4, 10.5, 10.6

- Safari 3/4



- *JavaScript and cookies enabled Requires Apple Java 5 or higher*
 - *PowerPC G4/G5 or Intel processor*
 - *At least 512 MB RAM*
 - *AppShare is currently not available for Presenters*
4. Ensure that the proposed system will be compatible with the then-current web browsers throughout the life of any Purchase Order that results from this RFQ.
Please review above response, outlining PGIMeet Customer Conferencing Site's minimum system requirements.
 5. Provide a system in which all software proposed is off-the-shelf; generally available, i.e. not in beta or test; and currently in production as proposed. All item(s) shall be new, in current mainstream production, and immediately available. The State shall not accept prototypes or items in test production and not formally announced for market availability.
Non-applicable as PGI is proposing a hosted, software as a service (SaaS) conferencing solution, provided via a single, integrated, on-demand platform, the PGI Communications Operation System (PGICOS). Services may be utilized via the State of West Virginia's existing telephone lines and web browsers and require no installation of on-premise hardware, software or additional equipment.
 6. Must store and retain digital recordings of hearings for up to 2 years. Digital recordings of all hearings must be readily accessible during the entire length of their retention.
PGI typically stores meeting recordings for 30 days. However, upon customer request, longer storage periods can be accommodated. The customer can request for storage for up to 365 days. Should the State of West Virginia require longer storage, they may request an additional 365 days when the retention period has expired.
 7. Not purge any hearing along with that hearing's associated files without the written approval of a designated BOR employee(s).
PGI typically stores meeting recordings for 30 days. However, upon customer request, longer storage periods can be accommodated (up to 365 days). For recordings stored via the PGIMeet Customer Conferencing Site, recordings are logged by date, time, type of recording (audio, web, or audio and web), name, owner of recording and how many days until the recording is deleted. The Customer Site also provides the functionality for customer administrators to manually delete recordings if desired.
 8. Provide a secure method of purging the hearings and associated files/data to a status from which it cannot, for all practical purposes be recovered equivalent to or better than Department of Defense wipe.
PGI's recordings are set up to automatically purge recordings within a scheduled time frame. Once recordings are purged, they cannot be recovered.
 9. Have measures in place to ensure hearings approved for purging are purged. Responders must provide quarterly destruction request log to BOR which must be approved in writing by designated BOR employee(s).
PGI's recordings are set up to automatically purge recordings within a scheduled time frame. PGI's Account Management Team can provide monthly updates to the State of West Virginia, outlining those recordings that have been purged. Purging can also be monitored via the PGIMeet Customer Conferencing Site, as deletion dates are outlined within the site.
 10. Notify WFWV within one hour of the beginning of the lapse in service if the successful vendor is unable to provide services.



PGi's redundant infrastructure virtually eliminates the occurrence of any, one single point of failure. Should a service impacting issue occur that compromises the State of West Virginia's normal conferencing service levels, PGI will contact all appropriate customer contacts, informing them of issue and providing timely status updates until the issue has been remedied and services are restored to normal functionality.

11. In the event of a disaster affecting the ability of the successful vendor to provide services, the vendor must notify WFWV within 3 hours of the estimated date and time of service restoration.
PGi's redundant infrastructure virtually eliminates the occurrence of any, one single point of failure. Should a service impacting issue occur that compromises the State of West Virginia's normal conferencing service levels, PGI will contact all appropriate customer contacts, informing them of issue and providing timely status updates until the issue has been remedied and services are restored to normal functionality.
12. Provide system redundancy, fault tolerance and fully functional and tested disaster recovery facility.
Our Business Continuity Plan entails the identification of all key staff to run the business in the event of an unforeseen disaster. Once a disaster is declared the business continuity plan is enacted and all employees who are part of the BCP team are notified on what to do based on the type of incident. We have alternate sites with adequate capacity to provide continuous service delivery of all our products. All our applications are setup in a redundant manner on all layers which includes, routing, bridging, Telco, and web services. PGI exercises many options to minimize the impact of any disaster. This includes Failure and Disaster Recovery: PGI's in-house staff is available 24/7/365 to repair and/or replace failed equipment, "Hot" stand-by bridges can be installed to replace failed bridges in 15 minutes, nightly back-up data archives are stored offsite, and detailed inventory lists are maintained to allow for immediate replacement in the event of a disaster. Redundancy: PGI has arranged for local telecom carrier, long distance carrier, network, power, and operations center redundancy.

PGi is dedicated to maintaining premium levels of customer access, product performance and service responsiveness by maintaining extremely resilient resources. PGI is further committed to exceeding industry-standard levels of disaster recovery, giving priority to service resumption and data recovery. PGI exercises many options to minimize the impact of any disaster. As part of PGIMeet's Disaster Recovery and Business Continuity Plan, the following conferencing infrastructure redundancies are provided:

Bridging and Hardware Redundancy

PGi runs conferences across both TDM and VoIP bridging platforms. TDM and VoIP bridges are similar in design in that a physical bridge consists of a multi-slotted chassis with "blades" installed in each slot. Each chassis has unused blades that are reserved for executing our failover strategy and within each bridging location PGI has installed multiple bridge chassis. Should a problem occur on one of the individual blade within a bridge, traffic on that blade can be quickly routed to a different blade on the same bridge. Should an entire bridge be taken off line, traffic on that bridge can be redistributed between the remaining bridges in the facility.

To provide redundancy and failover for our TDM bridges, PGI has in place "Hot" standby bridges to which traffic can be re-routed within 5 minutes. If an entire TDM facility needs to be taken off line we can immediately port the toll free numbers that are associated with that facility to a different facility or facilities. When a TDM bridge is experiencing problems and needs to be removed from service participants are provide a notification five minutes prior to the bridge being removed from service with instructions to dial back in five minutes.

Our VoIP conferencing platform has built in intra-facility and inter-facility redundancy with real-time failover. Our load balancing policy allows us to failover an entire bridging location without impacting our ability to support our customer base. A physical VoIP bridging facility includes multiple media server chassis's with multiple blades as well as several other servers such as SIP proxies, voice service directors and back end database servers. PGI load balances traffic in each facility such that if



a single component fails, traffic from that component can be redirected to the remaining resources without impacting our ability to service our customers. Should an entire bridging facility be taken out of service, traffic from that facility is redirected to the remaining facilities, again, without impacting our ability to deliver our full complement of services to our customers.

Carrier and Network Redundancy

PGI multiple carrier strategy limits exposure to a single provider's network problems. Carriers for domestic North America include Verizon, AT&T, iBasis, Level 3, Time Warner and Qwest. Asia-Pacific carriers include AAPT, Powertel, Optus, Singtel, Starhub, PCCW, KVH, Softbank, Dacom and ChinaNet Com. EMEA carriers include Colts, Verizon and British Telecom (BT). India carrier is TATA Communications. All of this service is provided to PGI on fibre networks with dual facility entrances and Sonet architecture. Access to the carriers is provided via multiple fibre optic routes with diverse building entrances. PGI also has redundant systems to avoid failure of any portion of our network, such as redundant processors and control units in the switch.

In the US, PGI operates our own Service Management System (SMS) which means we can port dial numbers between different PGI facilities as well as different network providers at our discretion. This capability allows us to port numbers in a real time manner without having to wait on the assistance of our network providers.

Information Redundancy

All PGI facilities are controlled via our conferencing database. Our conferencing control database consists of our master database located within our Enterprise Operation Centers with fully replicated "child" databases located in each of our bridging facilities. Should a child lose communication with the master it can continue to control activity within its facility. Nightly backup data archives are stored offsite and detailed inventory lists are maintained to allow for immediate replacement in the event of a disaster.

Power Redundancy

Power is another consideration that PGI has examined in designing its facilities. Power backups are standard with every system. All PGI conferencing facilities are located in telco-grade facilities. The switches, bridges, servers, computer network, personal computers and peripherals all have power systems to support interruptions in power supply and to suppress surges. Additionally, all systems are attached to uninterruptable power supplies with diesel backup generators for extended outages.

Operations Center Redundancy

PGI has Enterprise Operations Centers (EOCs) located in Tinton Falls, NJ, Clonakilty, Ireland, and Tokyo, Japan, each of which monitor all applications worldwide 24x7x365 using a variety network management tools. In addition to the three EOCs, PGI maintains two mirror-image centers in Colorado Springs, Colorado and Lenexa, Kansas that are dedicated solely to our conferencing business. If either site should go down due to a natural disaster or a major telecommunications outage, each center is fully capable of providing the full range of PGI. In addition to its duplicate telecommunications infrastructure, each site has its own administrative support staff to provide redundant logistical capabilities. Network management tools continually monitor and test the network to ensure it maintains an "up" status, with immediate notification when network outage or degradation of service is detected.

There are critical situation managers on site during every shift to handle escalation of incidents and/or service disruptions. In addition, staff is available 24x7x365 to repair and/or replace failed equipment. PGI has very detailed failover procedures that address everything from scheduled maintenance to unplanned outages.

13. Securely destroy all WFWV records following WFWV's extraction.

All recordings can be manually deleted by the customer administrator via the PGI Meet Customer Conferencing Site or can be deleted by a date and/or timeframe specified by the customer to PGI.



14. Ensure the security of unemployment insurance records, including compliance with applicable State and Federal data privacy statutes, in complete detail.

Non-applicable as PGI is proposing a hosted conferencing service and will not maintain access of customer records. PGI provides storage for conference recordings via the company's encrypted servers.

15. Require that all employees of the successful vendor who shall have access to the information acquired through the execution of any Purchase Order resulting from this RFQ must sign a data confidentiality agreement ensuring WFWV that all staff with access to West Virginia unemployment insurance records complies with the requirements of West Virginia data privacy statutes.
Based upon current understanding of anticipated relationship and the intention for the provision of only conferencing services to the State of West Virginia by PGI, PGI believes this provision language is not applicable.

PGI is responding to this proposal to provide only conferencing services. No work product and no on-premises activity required for provision of services to the state of West Virginia.

16. Restrict access to the proposed system by WFWV staff via a secure socket layer protocol.
PGI utilizes 128-bit SSL (Secure Socket Layer) and TLS (Transport Layer Security) encryption for proposed conferencing services.

17. Provide a method of encrypting data in transit equivalent to or better than SSL3.0 (Secure Socket Layer).
PGI utilizes 128-bit SSL (Secure Socket Layer) and TLS (Transport Layer Security) encryption for proposed conferencing services.

18. Generate itemized, monthly reports showing usage of the dial out conference bridge by BOR, length of call, origin of call, destination of call, date, and time of calls, etc. Reports must be able to be broken down and provided in a manner which shows records of calls by date, Applicant ID, Issue ID number, issue sequence number, and Law Judge, at the request of WFWV staff. Such requests shall not be made more than 12 times per year.
PGI's web-based billing and reporting platform, SmartView, provides customers 24x7 access to usage-based and service-based reports. The SmartView system is updated daily so reports are accessible in near-real time.

The following are a listed of reports available via SmartView:

- Call Count by Region
- Minute Usage
- Participant Overview
- Cost Overview
- Regional Breakdown by Moderator Location
- Bridge Summary Report
- RC Toll and Toll Free Port Usage
- Support/Help Desk Calls
- PRIME Overview
- Bridge Availability
- Moderators with Invalid Numbers
- Analysis Reports

*PGI can also provide the State of West Virginia with Monthly Management Reports (MMR) which can be reviewed in **APPENDIX A**.*

19. Submit monthly bills to WFWV for the previous month's usage within 15 calendar days of the month being billed. Monthly bills must include, at a minimum, the following information: a unique invoice



number and date, vendor address, Purchase Order Number WWV-10862, call date, call number(s) called, origin of call, and total charges.

PGi works with each client individually to identify their specific billing and reporting needs, provide the best solution to meet those needs, and ensure satisfaction with the billing process. PGi implements this flexible methodology in order to satisfy all of our clients' billing and reporting needs. Once an account is set up as a PGi's customer, the customer is enabled to set up the billing requirements that will best fit their company's needs.

PGi's billing and invoicing capabilities provide the bandwidth to create one invoice for customers for multiple locations, cost-centers, business segments, departments, etc. In addition, SmartView allows the capability to consolidate and summarize billing requirements as needed, as well as to accommodate online payment. Our support of multiple languages and currencies by region allows us to provide seamless billing capabilities to our customers.

The following bill formats are available: paper invoice, electronic CSV format invoice, CD, EDI and PDF. We accept all major credit cards, and customers are able to review, print and pay their invoices on-line. PGi notifies its customers via email each month when invoices are available to view online. PGi Service's billing system, developed by MetraTech, is the first native XML-based, end-to-end billing solution built from the ground up using XML and Web Services. PGi provides a 30 day billing cycle with 5 monthly bill cycle options.

PGi's SmartView interface is a user-friendly Web tool designed to help the customers managed services, invoices and budgets. This industry-leading billing and reporting interface gives our clients the ability access timely usage information in a variety of formats. PGi SmartView features include:

- *Interactive Invoicing and Reporting*
 - *View one billing cycle or select online reports with up to 24 months of data (view 1 month, 3 months, 12 months, YTD, etc)*
 - *Review account detail in layers (Account Summary, Moderator Summary, Call Summary, Participant Summary)*
 - *Data Sorting – quickly find the information you need*
 - *Data Filtering – run reports for a sub-set of the total*
 - *Data Export – download more detail into Excel (CSV file)*
 - *End-user Reporting – without giving them access to data of other users*
- *Immediate paper invoices and management reports are available (via Acrobat PDF format)*
- *Invoices may be paid directly online*
- *One Global Platform*

Our SmartView on line billing portal is Web-based and there is no charge to use. However, upon the customer's request, PGi can accommodate alternate invoicing formats such as, paper, EDI via the establishment of an e-client file. Below is a screenshot of a sample conferencing invoice via SmartView:



PREMIERE GLOBAL SmartView

Year (M) Reports Filter Invoice

Conference Services - Atlantic City, NJ - Conference Services - Atlantic City, NJ

This Billing Cycle is Closed. View Archived Invoices

Page 24 of 29

Invoice #	Start Time	End Time	Duration	Participant Count	Rate	Amount	Balance
20040001	11:30 AM	12:00 PM	30:00	11	\$131	\$1,300	\$1,300
20040002	11:50 AM	12:00 PM	10:00	2	\$50	\$1,000	\$1,000
20040003	11:59 AM	12:00 PM	00:01	7	\$28	\$1,900	\$1,900
20040004	12:31 PM	12:45 PM	14:00	11	\$42	\$1,900	\$2,000
20040005	2:44 PM	2:55 PM	11:00	3	\$27	\$1,900	\$2,000
20040006	3:50 PM	4:00 PM	10:00	2	\$10	\$1,900	\$2,000
20040007	4:48 PM	5:00 PM	12:00	11	\$19	\$1,900	\$2,100
ACCT#							Cost Message
Conference Fee							Total
							\$2,100
20040008	8:10 PM	8:30 PM	20:00	10	\$11	\$1,900	\$2,100
20040009	4:00 AM	4:30 AM	30:00	9	\$23	\$1,900	\$2,100
20040010	4:28 AM	4:30 AM	02:00	2	\$10	\$1,900	\$2,100
20040011	6:41 AM	7:00 AM	19:00	4	\$18	\$1,900	\$2,100
20040012	9:00 AM	9:30 AM	30:00	2	\$28	\$1,900	\$2,100
20040013	4:11 AM	4:30 AM	19:00	11	\$21	\$1,900	\$2,100
20040014	6:50 AM	7:00 AM	10:00	3	\$18	\$1,900	\$2,100
20040015	7:41 AM	8:00 AM	19:00	10	\$18	\$1,900	\$2,100
20040016	7:59 AM	8:00 AM	01:00	3	\$17	\$1,900	\$2,100
20040017	8:19 AM	8:30 AM	11:00	9	\$20	\$1,900	\$2,100
20040018	10:48 AM	11:00 AM	12:00	10	\$20	\$1,900	\$2,100

Figure 1: Sample conferencing invoice via the SmartView online interface

For an interactive demonstration of the PGI SmartView billing and reporting system, please access the following link: <http://www.pgs-marketing.com/smartview-demo/>

20. Maintain a domestic Help Desk for troubleshooting problems and assisting users. The Help Desk must be operational 7am to 6pm ET, Monday to Friday, excluding State Holidays. The Help Desk must be accessible via a local or toll-free telephone number.

PGI's Customer Support Organization provides 24x7x365 service to our clients. As a service organization, our customer service teams play a major role in managing customer relationships; providing value-added services to our clients. We currently employ approximately 900 customer service professionals deployed in local markets around the world. Additionally, PGI's North America Customer Care Center (CCC) provides toll and toll free access, any time.

For end users on our automated audio platform: ReadyConference Plus and GlobalMeet, an operator can be reached by the participants and / or moderator by pushing *0 on the telephone keypad. The operator can assist with both audio and web issues. A trouble ticket will be opened in the event the problem is not cured during the conference.

- For end users on the operator attended platforms:
- A behind the scenes comm line is available for a designated employee to speak with an operator in a conversation that is separate from the main conference
 - Host Controls allows the moderator to chat behind the scenes with an operator
 - Operators are actively monitoring these conferences

Additionally, a dedicated Account Team will be assigned to your account who will serve as the liaison between the client's project resources and PGI. Your administrators and moderators will also be able to seek assistance with conferencing related questions through the PGI Support site which can be easily accessed from the following link: <http://support.pgi.com/>



Figure 2: Online help is available via the 'PGi Support' customer service site.

21. Provide WFVW with all on-site training for approximately 25 key personnel from WFVW's BOR staff one time and will require a maximum of 6 hours.

PGi will provide the State of West Virginia with all online, on-site, group and one on one training, based on the customer's needs. Additionally, PGI will provide all end-users with all applicable user guides, training manuals and marketing collateral that may be used in collaboration with web conferencing services. PGI also provides 24x7 access to an online Conferencing Resource Center, <http://www.pgi.com/us/en/conferencing/resource-center/>, providing immediate access to online video demos and tutorials, service whitepapers and brochures, online customer and technical support, the PGIMeet Blog and answers to customers' frequently asked questions.

PGi's training programs may consist of the following:

- **Virtual training sessions conducted via the web.** This provides the conferencing user the opportunity to join a meeting without leaving the office. In addition to reviewing the training content, they will be participating in a web conference and experiencing the benefits of this service.
- **Daily Seminars.** PGI will offer daily public seminars providing information for those conferencing users interested in learning more about other business solutions.
- **One-on-one training sessions.** Client conferencing users may schedule one-on-one training sessions with PGI in order to learn how to use audio and web conferencing services. PGI will accommodate one to twenty users per session.
- **Other Services.** Aside from hands on training, PGI will offer demonstrations of other services to those that may benefit from other applications. Discussions are tailored to the specific applications that are required by the user and the content will be relevant and interesting to the participants. The client's Account Manager will schedule all demonstrations.



- **User Guides.** PGI will provide user guides and product literature to assist conferencing users in the adoption of PGI's services.
 - **On Site Training.** As requested, on site training will be conducted for conferencing services. Content will be developed based on the user/user group's requirements.
22. Provide training materials for 25 BOR employees that can be used by these key personnel to train other users.
 Yes. PGI will provide the State of West Virginia with all supporting whitepapers, training manuals and marketing collateral. The following URL provides access to PGI's Conferencing whitepapers and brochures: <http://www.pgi.com/us/en/conferencing/resource-center/brochures.php>.
23. Have 3 years experience in implementing conference bridging, digital recordings and storage in an integrated system. At least one completed project must be similar to this project in size and scope. PGI's account teams work to identify the State of West Virginia's needs and ensure that all new service implementations follow a seamless transition. PGI will work closely to devise a customized implementation plan to suit all of The State of West Virginia's requirements.

PGI will dedicate a Project Management team in charge of the State of West Virginia service implementation. One Project Manager at PGI will be assigned and dedicated to The State of West Virginia from the contract negotiation stage until the end of the roll-out phase that leads into customer's acceptance and service transition to operations and service managers.

Our implementation approach is following pre-defined process and methodology. PGI's client implementation success and tremendous growth in the past years can be attributed to the efficiency of our methodology and our capability to implement and deploy quickly Audio & Web conferencing services for our customers.

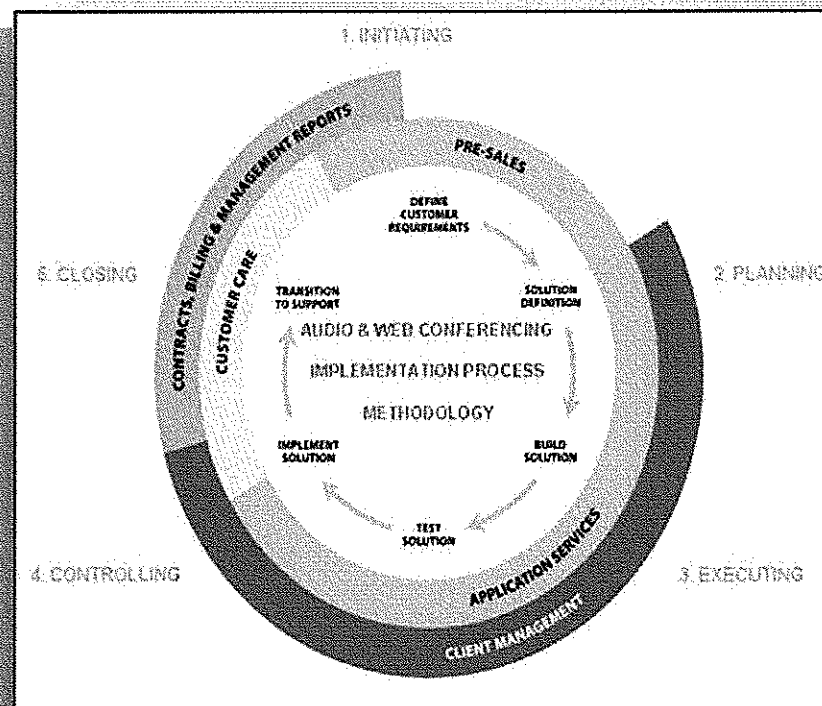
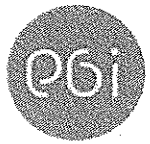


Figure 3: The PGI on-boarding process uses a multifaceted approach, ensuring successful implementations.



Our deployment methodology objectives

- Minimize your business disruption with industrializing the anticipation and the risk management.
- Speed up adoption of the service by The State of West Virginia end-users
 - Project Manager is the main customer contact throughout the global solution deployment
 - Project team management (both The State of West Virginia and PGI teams involved),
 - Organization of the deployment steering committees,
 - Owner for the global network planning,
 - Key Performance Indicators (KPIs) follow-up for all area deployments in progress through the global follow-up database,
 - Studies any new requirements customer may have with the Sales team,
 - Manages the escalation level 1 and arbitrates with customer project leader.
- The Area Project Manager has to :
 - Organize and manage The State of West Virginia project deployment team (sales order manager, SM, CSM and partners , all people involved),
 - Organize the area project meetings with customer team(s),
 - Be the owner for the project area detailed planning,
 - Be the SPOC for any customer deployment status request,
 - Sign the acceptance forms for each installed services,
 - Manage the escalation level 1

PGI On-boarding Program

The PGI On-boarding Program, or POP, is an awareness and training program to help your company get up to speed with your new products as quickly and efficiently as possible. Elements of the POP include:

- Project plan development
- Communication campaign
- Quick start guides
- End user training sessions
- On demand web-based training tutorials
- One-on-one coaching sessions

Timelines

An implementation for a company of the State of West Virginia's magnitude, typically takes up to 30 business days, depending on specific functionality requirements, training requirements, and overall scope. PGI's account teams will work to identify the State of West Virginia's needs and ensure that all new service implementations follow a seamless transition. PGI will work closely to devise a customized implementation plan to suit all of the State of West Virginia's requirements.

Understanding that open channels of communication are vital to a successful transition, PGI will appoint a seasoned and well-versed Account Management Team to handle implementations and walk the State of West Virginia through the migration process. A detailed, full scale, global Implementation Plan typically includes the following:

Phase One: Information Gathering

The State of West Virginia will announce PGI as the preferred conferencing provider internally and our team will work on implementing audio conferencing services across the State of West Virginia's organization. PGI will appoint an Account Management Team (including PGI Service Representatives), to work on implementing services across the State of West Virginia. The PGI Account Team will meet with the State of West Virginia to discuss specific State of West Virginia requirements. This will include services to be provided, gathering data on office locations, individuals and groups who will use and/or administer the service, (e.g. Administrative Assistants, Departments, Department Heads and Executives). PGI shall agree on billing protocols and requirements, PGI Service and Operator Assistance requirements, (e.g. languages required, and



management reporting requirements), and any specific customization required by the State of West Virginia. Where possible PGI will utilize the State of West Virginia's old billing records and management reports to determine conference call users and usage estimates.

Phase Two: Set Up and Communication of User Accounts

PGI will establish accounts for users within the State of West Virginia, set up billing protocols, hierarchies and management reporting tools prior to services becoming available.

PGI will agree with the State of West Virginia the best means to communicate and distribute service information to the user base. This will include instructions on establishing an account or information on how they will be receiving their account information. PGI shall send product and marketing materials to the State of West Virginia personnel. This will include sending users of automated conferencing, wallet cards detailing Moderator Pass-codes, Participant Pass-codes, Dial-in numbers and instructions on how to use the service. Where applicable, PGI will also provide information on other services and the processes involved for utilizing them.

PGI will also provide general literature, web-site addresses, and relevant contact details to general non-users, new employees etc. via communication methods agreed, e.g. broadcast email, intranet content and content for an Employee Handbook, (if available).

In addition to the above, PGI shall agree with the State of West Virginia an escalation process for reporting service issues. This will be communicated to the user base and will include 24hr Helpline telephone numbers. (Operator Assistance will always be available during a conference call).

Phase Three: Training Users on PGI

PGI representatives can visit the State of West Virginia offices for personal introduction and training. A full range of training material and user guides will be offered to users for all of our products and services. PGI will agree to a training schedule that fits the State of West Virginia's business needs and working practice.

PGI will:

- Host telephone and / or online training sessions to introduce services and answer questions.
- Promote "The State of West Virginia Awareness" on site to distribute materials and answer questions.
- Follow up with phone calls, e-mails and personal visits where needed or requested.
- Monitor account growth and provide data to a contact within the State of West Virginia on usage, number of users, accounts with non-usage, etc. in order to identify areas where further user training may be beneficial.

Phase Four: Regular Review Meetings

The PGI Account Team will hold monthly and/or quarterly review meetings with the State of West Virginia to discuss all aspects of the service. In addition, PGI will conduct periodic surveys, (upon approval), to monitor quality and satisfaction.

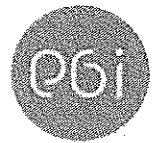
User Training

PGI representatives shall visit the State of West Virginia offices for personal introduction and training, which will include comprehensive training on our products and services utilized by the State of West Virginia. PGI shall also agree to a training schedule that fits in with the State of West Virginia's business needs and working practice. Training literature and reference material can be made available through on and offline sessions, user handbooks, and intranet content.



Additional Requirements

1. File hearings by the following index values: Issue ID Number, Issue Sequence Number, Applicant ID, Employer Account Number, Hearing Date, Hearing Time, Unemployment Law Judge, Applicant Name, Employer Name, Telephone Numbers, Witnesses' Names, Witnesses' Telephone Numbers, Representatives' Names and Representatives' Telephone Numbers.
The PGIMeet Customer Conferencing Site indexes file recordings by date and time. Additionally, the customer may name their conference for easy reference.
2. Allow for the establishment of hearing records via an upload from WFWV.
All recorded files can be downloaded to the administrator's desktop via an MP3, WAV or Windows Media Player file.
3. Allow either a nightly electronic transfer or an automatic transfer of data from WFWV to the successful vendor.
When a reservationless recording is initiated by the conference moderator, the audio bridge will start to capture that recording on the conference bridge. Upon conclusion of the conference call, the recording is automatically moved onto another, secured platform by a back-office process and made available for the moderator to either download in MP3 or WAV format through the PGIMeet Customer Conferencing Site, or they can issue the dial-in number and password for users to call in and listen to the recording. Once the recording is moved to the secondary platform, it is immediately deleted from the conference bridge, but is available via the Customer Site until it is purged.
4. Have a mechanism to alert the BOR to discrepancies between record uploads from WFWV and records entered manually by BOR via the successful vendor's web interface. Note: WFWV does not anticipate transmitting social security numbers or employers' federal identification number as a part of the transmitted record.
Non-applicable as recordings are not downloaded manually and are automatically moved to PGI's secured platform.
5. Allow entry of calling data (phone numbers of the parties involved) prior to a hearing to provide efficient calling of all parties. Call data must be able to be added automatically via an electronic interface and manually via a web page.
The conference moderator will be provisioned with a dedicated dial-in number, 7 to 10 digit moderator password and 6 to 10 digit participant password for all participants to enter a conference bridge. Upon conclusion of a meeting, the conference moderator will be sent a conference report to their email account, outlining the conference date, time and participant dial-in information.
6. Be capable of calling and connecting all parties involved in a hearing.
*PGI's reservationless conferencing services provide moderator dial-out capabilities so that the moderator may contact those participants that have not joined the conference or were not previously invited. Moderator dial-out can be initiated via telephone prompt *95.*
7. Not call and connect the parties involved in a hearing without being commanded to do so by the BOR or other authorized WFWV user.
Participants cannot access the moderator's conference bridge unless provided with the moderator's dedicated dial-in number and password information. For additional conference security PGI provides the following:
 - Participant name on entry
 - Tone on entry
 - Music on hold until the moderator joins the call
 - Silenced line until the moderator joins the call
8. Be capable of auto-dialing extension phone numbers and navigating auto-attendant phone systems.



*PGi is providing a hosted conferencing service. The moderator and participants individually dial into a dedicated dial-in number and provided password information to enter the conference bridge. The moderator may dial-out to participants via telephone prompt *95, however, PGI's conference bridge does not support auto-dialing capabilities.*

9. Be capable of dialing international numbers.

PGi's conferencing services provide local, direct dial toll and toll free dial-in numbers. The following is an overview of PGI's global access points:

US Toll / Direct Dial: *US and Canada Toll Free.*

Local (Direct Dial) Options: *Australia (Sydney); Austria (Vienna, Graz); Brazil (Sao Paolo); Belgium (Brussels and Liege); Denmark (Copenhagen); Finland (Helsinki); France (Lyons, Lille, Marseille, Paris); Germany (Berlin, Cologne, Frankfurt, Hamburg, Munich); Hong Kong; India (Bangalore, Mumbai); Ireland (Dublin); Italy (Milan, Rome, Turin); Japan (Tokyo); Netherlands (Amsterdam, Rotterdam); Norway (Oslo); Russia (Moscow and St. Petersburg); Singapore; Spain (Barcelona, Madrid, Valencia); Sweden (Stockholm); Switzerland (Geneva, Zurich); United Kingdom (Birmingham, Glasgow, Leeds, Liverpool, London, Manchester)*

International Toll Free: *Argentina, Australia, Austria, Belgium, Bulgaria, Chile, China, Colombia, Czech Republic, Denmark, Dominican Republic, France, Germany, Greece, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Latvia, Lithuania, Luxembourg, Malaysia, Mexico, Monaco, Netherlands, New Zealand, Norway, Panama, Peru, Poland, Portugal, Russia, Singapore, Slovenia, Slovakia, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad-Tobago, Thailand, United Kingdom, Uruguay, Venezuela.*

10. Provide both audible and visible (through the web interface) cues to notify the BOR when any party becomes disconnected during the hearing. Such cues must not be a tone that would trigger disconnect if the recording is replayed at a subsequent time.

The PGIMeet Customer Conferencing Site provides web-based audio controls so that the conference moderator may manage their audio conference online, including monitor participant attendance and activity.

11. Include audio quality control, add/drop capability, and muting capability.

PGi's Reservationless Conferencing Services provide telephone keypad prompts that manage audio and voice volume controls and line muting:

- *Prompt *4 or *7: Increase or decrease conference volume*
- *Prompt *5 or *8: Increase or decrease voice volume*
- *Prompt *6: Mute (or un-mute) line*
- *Prompt *96 or *97: Moderator controlled mute/un-mute of all participant lines*

12. Have a high volume capacity, such that up to 10 separate participants may participate in one conference call.

PGi processes over three (3) billion minutes a year. One of the most important functions in providing consistently reliable service is accurate capacity planning and traffic management. PGI has very detailed processes and procedures for ensuring service availability. Capacity planning includes managing existing traffic, planning for sudden spikes in activity, providing redundancy and failover, and planning for growth.

We monitor multiple VoIP based bridging facilities around the globe with each facility being fitted with multiple bridges PGI converts telephone calls to VoIP at the carrier level. Once a call enters the PGI network it can be routed to any bridge on the network. PGI employs load balancing techniques to ensure that individual bridges in each facility as well as the facilities themselves are operating well below total capacity, typically approximately 65%. When a bridging facility reaches our defined threshold, using load balancing policy, calls are routed to other facilities instead. We have developed a Global Capacity Monitor to track real time information on each of our bridges. As a bridge



approaches the defined usage threshold, the Global Capacity Monitor alerts PGI, who can monitor the situation more closely and take corrective action if necessary. Additionally, we run daily, weekly, and monthly reports to continually analyze traffic patterns to identify locations in which we need to add capacity.

Operating our bridging facilities significantly below their actual capacity allows us to handle any spikes in traffic and is also central to our redundancy and failover strategy. If a bridging facility is taken off line for any reason, traffic that would normally be destined for that facility is distributed among the remaining locations.

To manage growth, PGI's Operations and Sales Departments meet weekly to review new sales opportunities to ensure we add capacity as necessary to accommodate new growth.

13. Have the capacity to set up and record 10 simultaneous hearings with at least five (5) participants each.

Yes. PGI's reservationless conferencing services can accommodate up to 125 participants per call. Meetings can be scheduled on-the-fly, at anytime without prior notice. All conference moderators are provisioned with a dedicated dial-in number and password information to utilize their bridge at anytime.

Managed by a full time Capacity Management Team, PGI forecasts capacity needs at intervals from 30 days to three years from the current date. This is to ensure that at peak times, PGI usage never exceeds available capacity.

Our Capacity Management Team statistically analyzes the usage data on a continuing basis in order to ensure all of our clients' current, and future capacity needs are proactively met. PGI reviews capacity on a weekly basis: bridging needs; telecom delivery; actual usage; moderator assignments. All conference bridges, and associated support equipment are monitored continuously (bridges, switches, computing environment and back office functions).

Additionally, a component of PGI's monitoring process are built-in alerts within the Capacity Planning process, as well as infrastructure monitoring, that notify PGI personnel of any concerns or possible issues that may affect our customers' ability to utilize our services. This gives us more ability to adjust to the ever-changing needs of our customers and our industry.

14. Be capable of hosting at least 2,000 conference calls per year, and must be scalable to 4,000 conference calls per year.

Yes. PGI has the capacity and scalability to manage the State of West Virginia's growing conferencing needs.

15. Be capable of recording at least 1,000 minutes of conferences per day, scalable to 2,000 minutes per day. Calls will have an average length of 60 minutes per hearing.

Yes. PGI can accommodate the State of West Virginia's recording requirements.

16. Allow for access, selection, and playback of prior hearing recordings during a subsequent hearing such that all parties on the teleconference can hear the prior recording. The playback must be able to occur while continuing to record the subsequent hearing.

Audio recordings can be downloaded into a WAV or MP3 format onto a computer. A third-party device that connects the computer to a telephone that is dialed into the bridge would be required in order to play the WAV or MP3 formatted recording back to the audience.

17. Permit users the capability to create or customize "markers" to tag or "bookmark" noteworthy events in the recording (i.e. oath, introduction of exhibits, applicant, employer and witness testimony, etc).

PGI does not offer any software tools that would allow for the creation of "markers" or "bookmarks" in the audio recordings.



18. Allow authorized staff access to hearing recordings for selection and playback.
Conference moderators can provide access to recordings via dial-in number or downloading to their desktop and emailing the file to the applicable participants.
19. Save hearing recordings in a format (such as a .wav) that does not require special software to listen to.
Conference recordings can be downloaded and saved to the moderator's desktop via MP3, WAV and Windows Media Player files.
20. Permit authorized users to make a copy of the recording via digital media and/or file transfer.
Upon conclusion of a reservationless conference, the conference moderator will be emailed toll and toll-free access numbers and password information that can be distributed to appointed participants to access the reservationless recording.
21. Permit searching for recorded hearings by index values including: Applicant ID, Issue ID, Employer Account Number, and Unemployment Law Judge's Name.
State of West Virginia customer administrator's may index their conference recordings within the PGIMeet Customer Conferencing Site and may label them with unique, customer-specified names.
22. Permit user to search for and playback bookmarked events from a hearing, while recording the same hearing.
Conference moderators can provide access to recordings via dial-in number or downloading to their desktop and emailing the file to the applicable participants.
23. Be available and functionally operational 99% of the time, Monday-Friday, 6:00 A.M. CT to 6:00 P.M. CT, not including State Holidays, such that the proposed system is available and functionality operational for 99% of all minutes within each calendar month. Force Majeure events shall not be counted against the successful vendor for the purposes of this requirement.
Please review APPENDIX B, PGI's Standard Service Level (SLA), for conferencing service availability.



Disclaimer

This is a preliminary, non-binding proposal, based on PGI's current understanding of the State of West Virginia's needs at this time and the proposed relationship between the parties.

This proposal is intended solely as a basis for discussion between the parties and is not intended to be and does not constitute a legally binding obligation. A legally binding obligation will only be made pursuant to a definitive agreement to be negotiated and executed by PGI and the State of West Virginia. Performance and delivery of any services by PGI to the State of West Virginia will require execution of a PGI's Corporate Services Agreement by both parties.

PGI's Customer Service Agreement is specifically tailored to the services being provided. While the terms of the Customer Service Agreement are commercially reasonable and typical for agreements of this type, PGI will work and does work with each of its potential clients to review the language as appropriate where individual client requirements may request changes.

**Sample
Monthly Management Report**

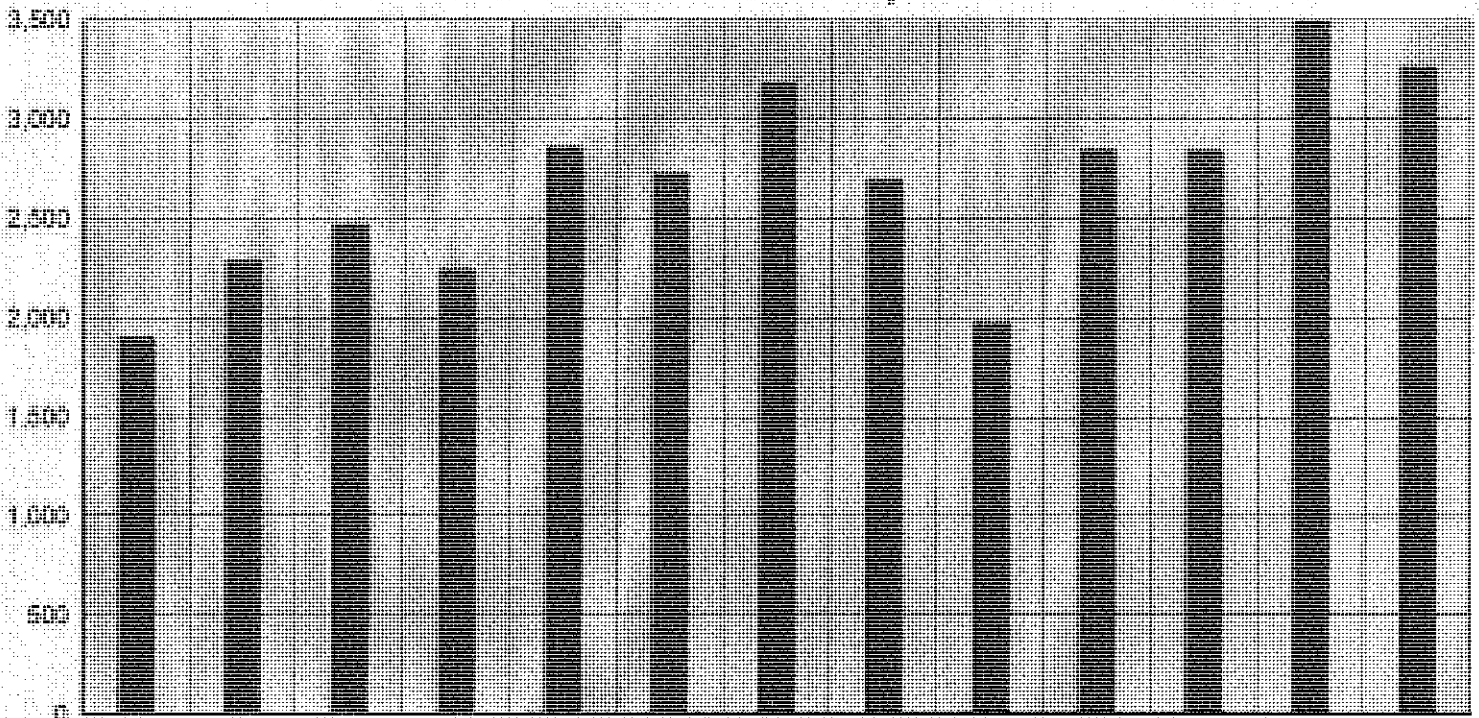


Call Count Overview

April 2007	
Service Level	Call Count
PremiereCall Auditorium	8
PremiereCall Connection	0
PremiereCall Event	7
Global Meet	283
ReadyConference Plus	2,955
Scheduled ReadyConference	15
Total	3,268

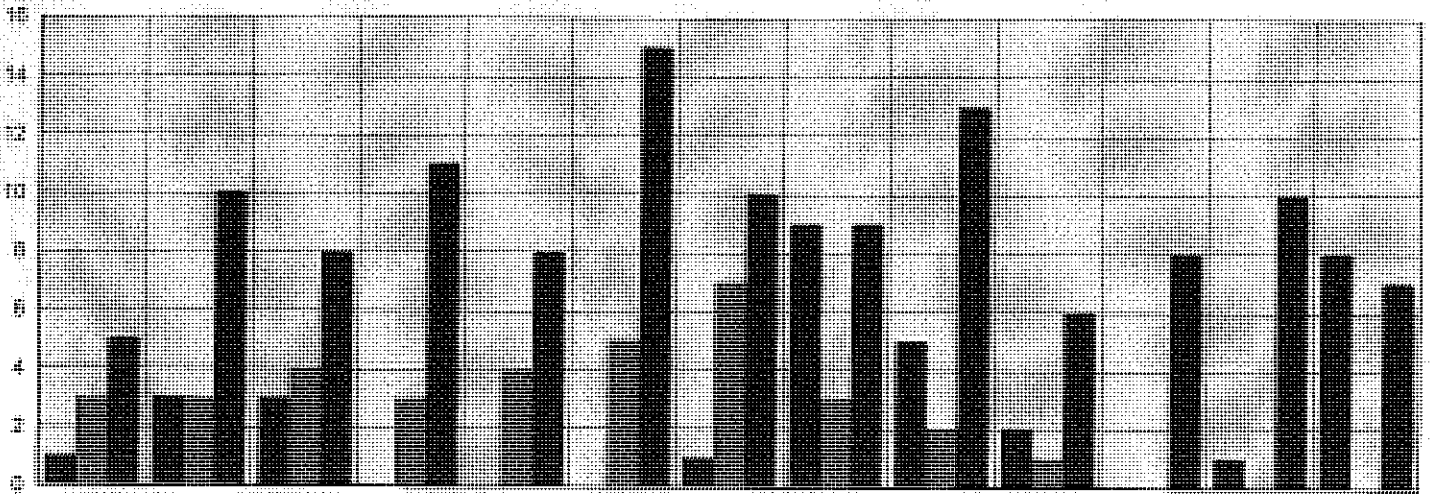
13 Month Total	
Service Level	Call Count
PremiereCall Auditorium	33
PremiereCall Connection	35
PremiereCall Event	120
Global Meet	1,008
ReadyConference Plus	33,508
Scheduled ReadyConference	105
Total	34,809

13 Month Call Comparison



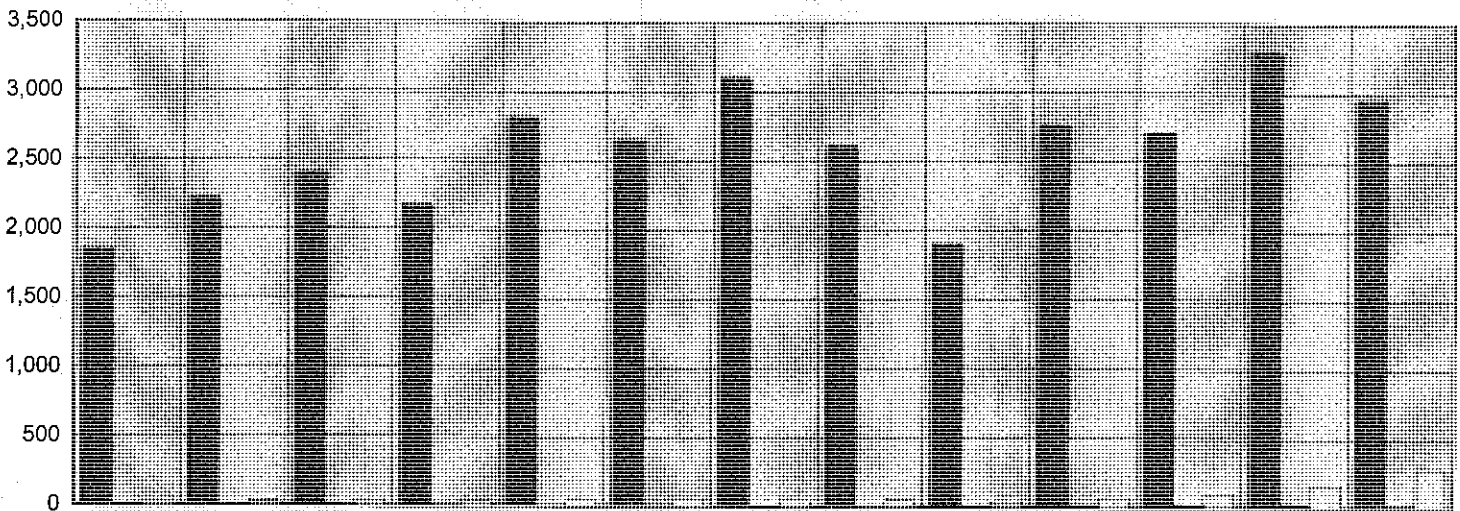
	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
Total	1,888	2,288	2,472	2,348	2,881	2,728	3,182	2,684	1,978	2,821	2,848	3,488	3,268

Total Attended Calls



	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
Auditorium	1	3	3	0	0	0	1	9	5	2	0	1	8
PCConnection	3	3	4	3	4	5	7	3	2	1	0	0	0
PCEvent	5	10	8	11	8	15	10	9	13	6	8	10	7

Total Unattended Calls



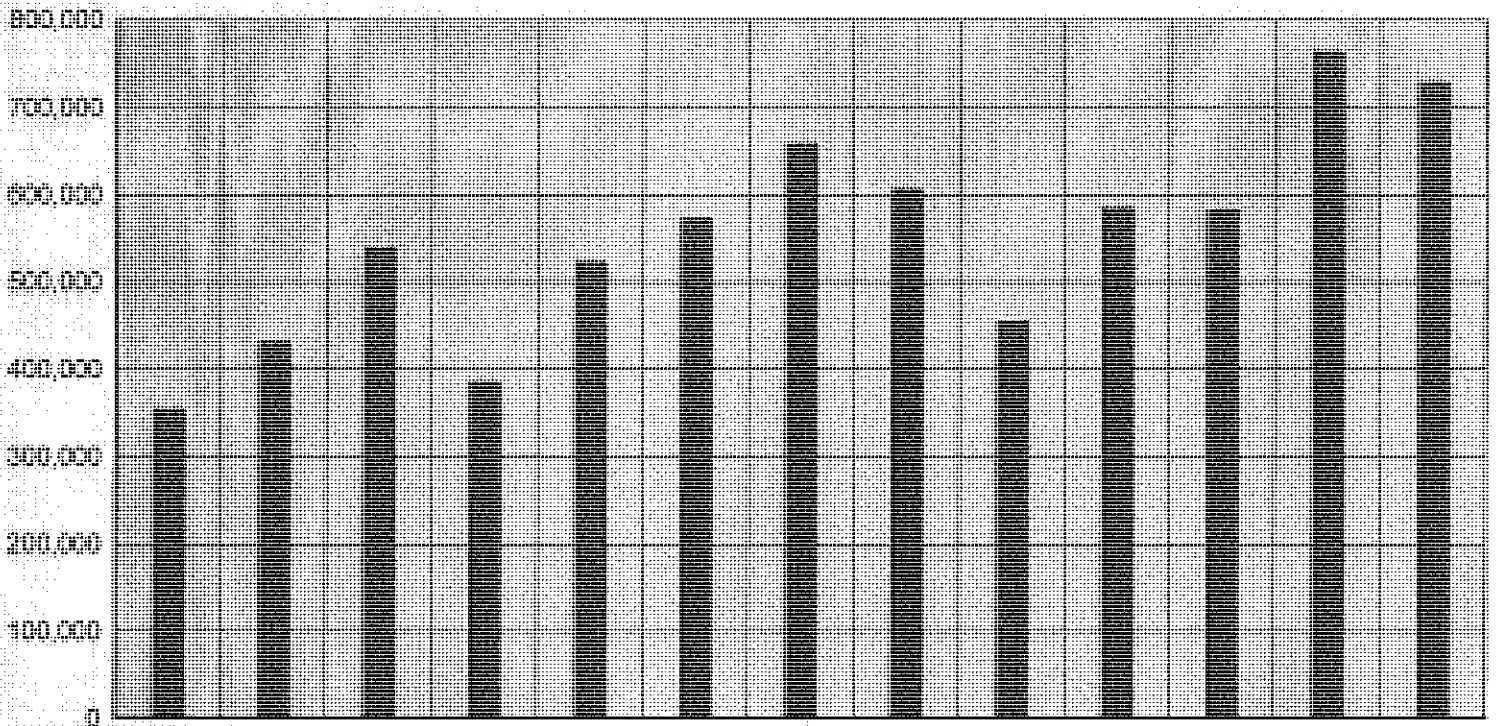
	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
ReadyConf Plus	1,852	2,230	2,413	2,184	2,811	2,651	3,106	2,619	1,908	2,764	2,714	3,301	2,955
Sch. ReadyConf	6	5	3	6	3	6	7	4	4	9	18	19	15
Global Meet	31	38	41	41	35	52	51	50	46	69	106	165	283

Minute Usage Overview

April 2007	
Service Level	Total Minutes
PremiereCall Auditorium	47,773
PremiereCall Connection	0
PremiereCall Event	53,284
Global Meet	25,026
ReadyConference Plus	576,715
Scheduled ReadyConference	26,909
Total	729,707

13 Month Total	
Service Level	Total Minutes
PremiereCall Auditorium	158,813
PremiereCall Connection	29,882
PremiereCall Event	874,560
Global Meet	143,195
ReadyConference Plus	5,858,541
Scheduled ReadyConference	130,913
Total	7,195,904

13 Month Minute Comparison



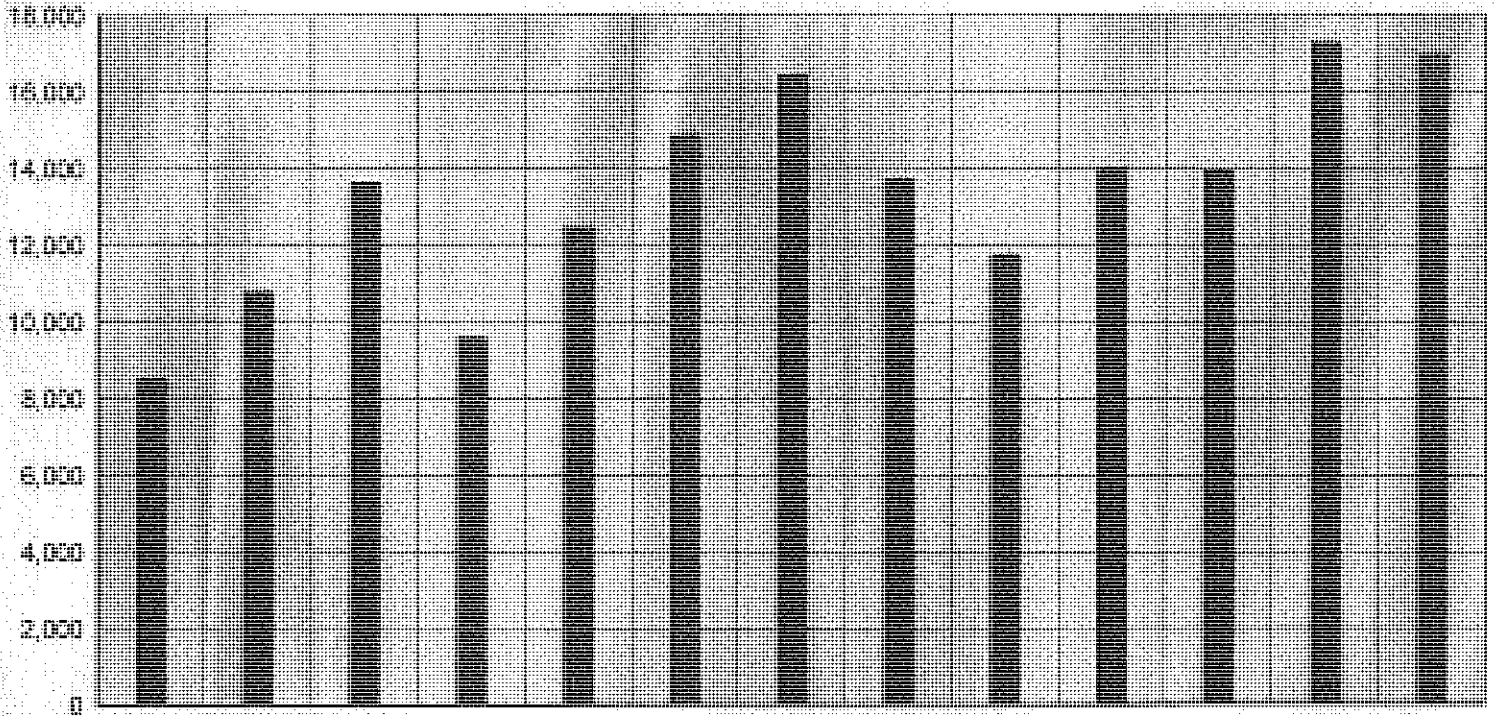
	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
■ Total	355,165	432,142	539,555	386,532	523,367	573,114	659,542	607,318	455,304	585,913	583,118	765,127	729,707

Participant Overview

April 2007	
Service Level	Participants
PremiereCall Auditorium	486
PremiereCall Connection	0
PremiereCall Event	1,104
Global Meet	1,136
ReadyConference Plus	13,750
Scheduled ReadyConference	510
Total	16,986

13 Month Total	
Service Level	Participants
PremiereCall Auditorium	3,397
PremiereCall Connection	548
PremiereCall Event	16,787
Global Meet	3,878
ReadyConference Plus	147,035
Scheduled ReadyConference	2,566
Total	174,211

13 Month Participant Comparison



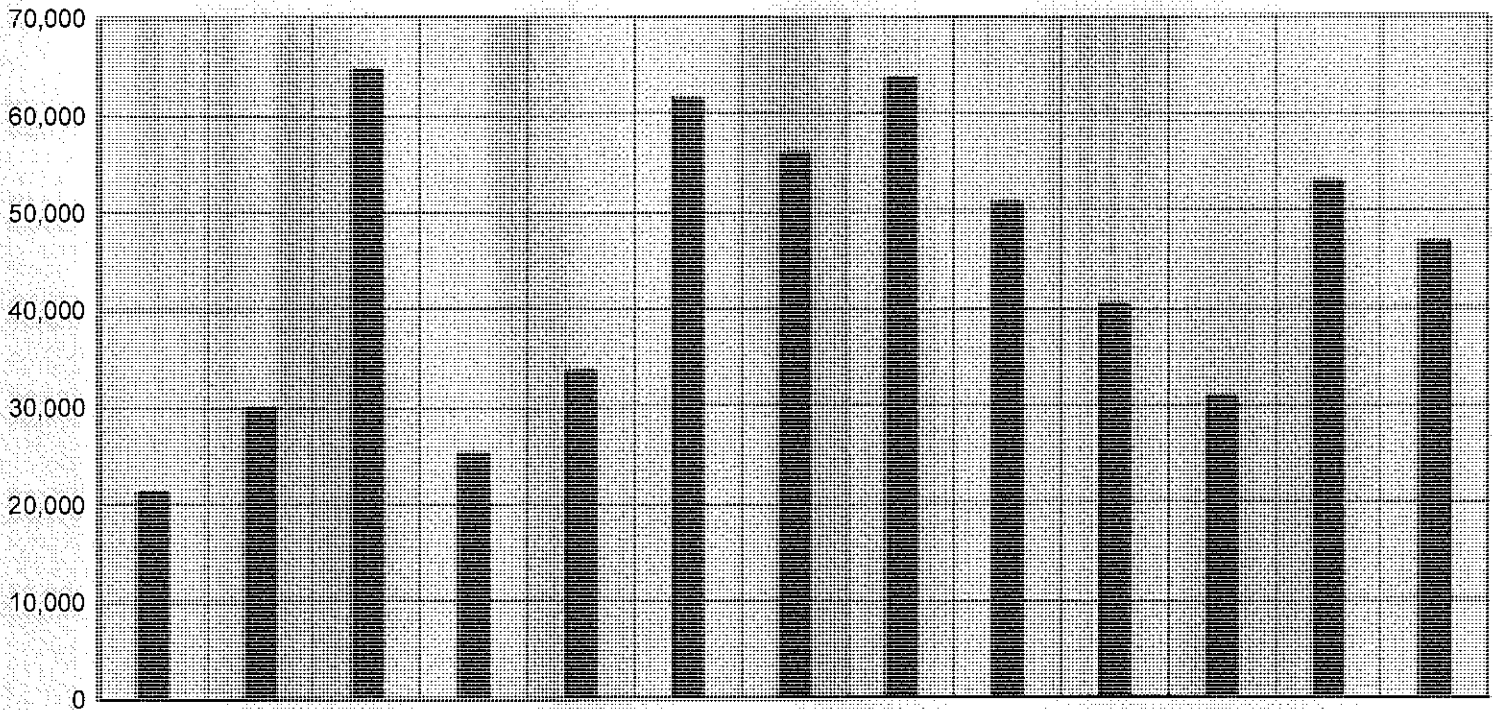
	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
Total	8,542	10,824	13,657	9,633	12,506	14,894	16,466	13,729	11,750	14,024	13,924	17,276	16,986

Cost Overview

April 2007	
Service Level	Cost
PremiereCall Auditorium	\$8,760
PremiereCall Connection	\$0
PremiereCall Event	\$16,946
Global Meet	\$2,582
ReadyConference Plus	\$17,516
Scheduled ReadyConference	\$1,076
Total	\$46,880

13 Month Total	
Service Level	Cost
PremiereCall Auditorium	\$43,406
PremiereCall Connection	\$10,785
PremiereCall Event	\$325,200
Global Meet	\$15,363
ReadyConference Plus	\$179,390
Scheduled ReadyConference	\$5,240
Total	\$579,384

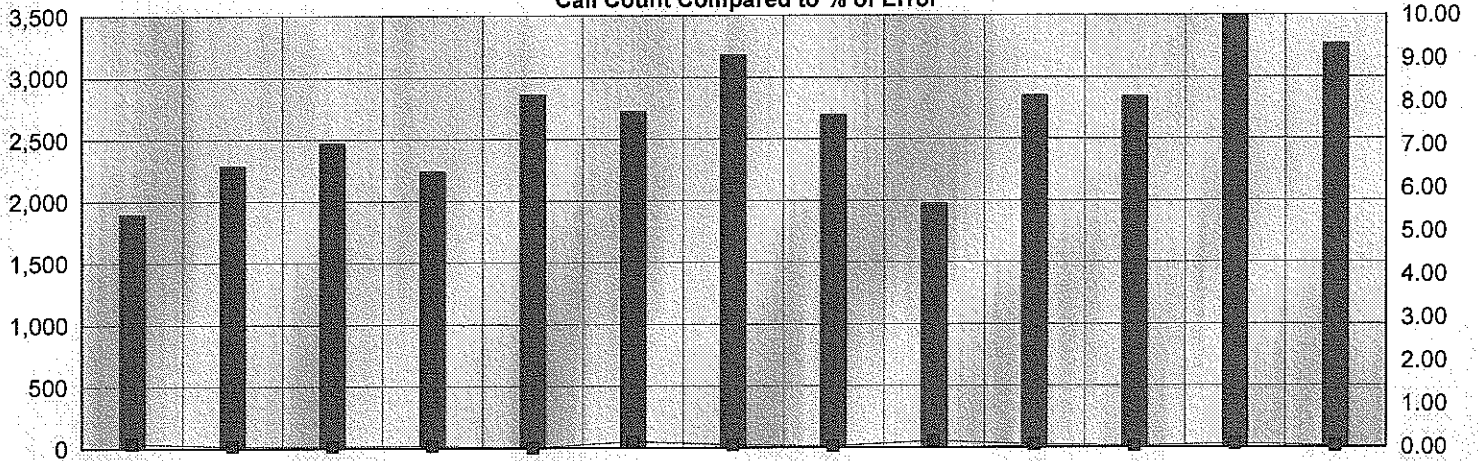
13 Month Cost Comparison



	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
Cost	\$21,360	\$30,053	\$64,802	\$25,403	\$33,748	\$61,637	\$56,170	\$63,786	\$50,943	\$40,493	\$30,971	\$53,138	\$46,880

Total Error Percentage

Call Count Compared to % of Error



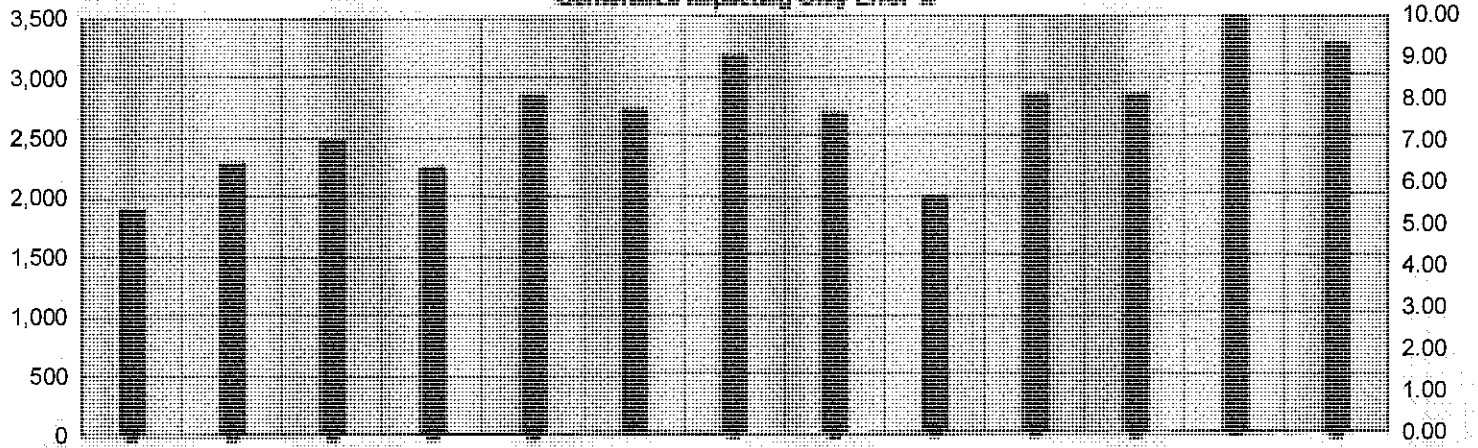
	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
Total Calls	1,898	2,289	2,472	2,245	2,861	2,729	3,182	2,694	1,978	2,851	2,846	3,496	3,268
Error %	0.11%	0.04%	0.04%	0.04%	0.00%	0.15%	0.06%	0.04%	0.15%	0.07%	0.04%	0.09%	0.03%

Total Errors by Month and Percent of Success

Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
2	1	1	1	0	4	2	1	3	2	1	3	1
99.89%	99.96%	99.96%	99.96%	100.00%	99.85%	99.94%	99.96%	99.85%	99.93%	99.96%	99.91%	99.97%

Conference Impacting Only Error Percentage

Conference impacting Only Error %



Conference Impacting Errors by Month and Percent of Success

Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07
0	0	0	0	0	3	1	0	1	1	0	2	0
100.00%	100.00%	100.00%	100.00%	100.00%	99.89%	99.97%	100.00%	99.95%	99.96%	100.00%	99.94%	100.00%

Note: Percent shown in the table above is the "Percent of Success". The percent of success is determined by combining the number of reported issues pertaining to calls and calls impacted by outages, compared to the total number of calls for the month.

Total OTI's by Month and Primary Categories

Sample

Primary Categories	ReadyConf Plus	PremiereCall Connection	PremiereCall Event	Global Meet	PremiereCall Auditorium	Web	Attended Services	UnAttended Services	Other Services	Total Per Category
Security	0	0	0	0	0	0	0	0	0	0
Connectivity	0	0	0	0	0	0	0	0	0	0
Application Issue	0	0	0	0	0	0	0	0	0	0
Human Error	0	0	1	0	0	0	0	0	0	1
Audio	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
Billing Error	0	0	0	0	0	0	0	0	0	0
Information/Work	0	0	0	0	0	0	0	0	0	0
Total Per Service	0	0	1	0	0	0	0	0	0	1



SERVICE LEVEL SCHEDULE

THE STANDARD SERVICE LEVEL AGREEMENT PGi PROVIDES FOR ITS AUDIO CONFERENCING SERVICES IS AS FOLLOWS:

AVAILABILITY

- 1.1 PGi will maintain a 99.9% Platform Availability for conference bridging.
- 1.2 "Availability" or "Available" is defined as the time that a Service is operational and available for use by the customer.
- 1.3 Calculation. Platform Availability is calculated monthly per Service as follows: $1 - \text{Service Outage Time (Minutes)} / (\# \text{ of Units (Bridges)} \times \text{Minutes in Period}) = \text{Platform Availability}$
- 1.4 Bridging Platform Outage Time. Bridging Platform outage time is based on the total (scheduled and unscheduled) hourly outage time. Bridging Platform Outage Time is measured from the time a PGi trouble ticket is opened to the time Availability is restored to the customer. An outage condition exists when customer does not have Availability to service.
- 1.5 Scheduled Outages. Scheduled Outages include those outages planned by PGi as preventative or to accomplish platform growth or upgrades.
- 1.6 Exclusions. Outages resulting from the following items shall be excluded from the calculation of Bridging Platform Outage Time:
 - A) weekly scheduled maintenance to be held during the hours of (i) 11:00 PM - 5:00 AM, Central Standard Time, Monday through Friday, and (ii) 3:00 AM through 8:00 AM Saturday and Sunday, or (iii) as otherwise agreed upon by the parties; and bi-annual preventative maintenance, for which the customer is notified of in advance and to be held at times specific to the activity involved as agreed upon by the parties; any single scheduled maintenance event is not expected to last longer than thirty (30) minutes;
 - B) force majeure events - any act or event beyond the reasonable control of PGi, including but not limited to geographic or climatic conditions, wind, fire, flood, Act of God, riot, war, strike, carrier outages, governmental acts or orders or any other similar or dissimilar act or event not within the reasonable control of PGi;
 - C) Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the customer to use the services;
 - D) any incompatibility or failure of the customer's own equipment;
 - E) any other occurrence for which liability has been disclaimed under this Agreement;
 - F) An act of the customer.

PERFORMANCE QUALITY

- 2.1 PGi will provide conference calling services at a 99% success rate. "Success" is defined as no material degradation in a conference call. Such success rate is measured per 1000 conference calls.

CUSTOMER SUPPORT

- 3.1 Customer Support is available 24 X 7 X 365.

REMEDY

- 4.1 In the event that PGi breaches a particular service level defined herein for three consecutive months or for any four months in any six month period, then the customer may terminate this Agreement without further obligation as to its minimum commitment.

State of West Virginia
WorkForce West Virginia
RFQ # WWV-10-866
Cost Bid Sheet

ONE TIME COSTS:

On-Site Training
6 (estimated number of hours) x 0 (hourly rate) = \$ 0

System Configuration and Customization
20 (estimated number of hours) x 0 (hourly rate) = \$ 0

Initial programming
20 (estimated number of hours) x 0 (hourly rate) = \$ 0

TOTAL ONE TIME COSTS \$ 0 (1)

SOFTWARE REQUIREMENTS:

Itemized list of software* required

Recording Setup (\$4.95/call) \$ 643.50

1-YR Storage (\$100/Record) 13,000.00

TOTAL SOFTWARE COSTS: \$ 13,643.50 (2)

COST FOR CALLS:**

\$ 0.045 (rate per minute)
Multiplied by 130 calls per month
Multiplied by 120 minutes (2 hours per call)
Multiplied by 5 participants per call = \$ 3,510.00 (3)

Grand total of Costs (1) + (2) + (3) = \$ 17,153.50
TOTAL BID

*A list of additional computer hardware needed is to be listed separately and will be purchased under an existing State-wide contract separate from any contract resulting from this RFQ

**Rate per minute should include all long distance charges, conference bridging charges, recording of hearings, storing of recordings and retention, and unlimited access to download and replay recordings.

Note: The number of calls, minutes and participants provided herein are for cost estimating purposes only and are not intended to reflect current volumes.

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: PREMIERE GLOBAL SERVICES

Authorized Signature: Maria E. Lambert Date: 6/28/10

State of GEORGIA

County of DEKALB, to-wit:

Taken, subscribed, and sworn to before me this 28 day of JUNE, 2010.

My Commission expires 12/16, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC Evelyn V.J. Johnson

