

Proposal for

**WORK FORCE**  
West Virginia  
USA

**WORKFORCE  
WEST VIRGINIA**

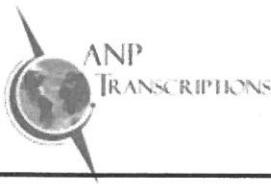
**TRANSCRIPTION SERVICES  
PROPOSAL  
REQUEST FOR QUOTATION: WWV14128**

**PROPOSAL OPENING: April 8, 2014 1:30 PM**

**TO: DEPARTMENT OF ADMINISTRATION,  
PURCHASING DIVISION  
2019 WASHINGTON STREET EAST  
CHARLESTON, WV 25305-0130**

**ANP REPORTING  
75 MONTEBELLO ROAD SUITE 303 SUFFERN, NY 10901  
877-797-7047**

04/08/14 09:09:25AM  
West Virginia Purchasing Division



## Cover Letter

BETH COLLINS  
WORKFORCE WEST VIRGINIA  
OFFICE OF ADMIN. SUPPORT - 5302  
112 CALIFORNIA AVENUE  
CHARLESTON, WV 25305-0112  
(304) 558-2631

### Re: Response to RFQ–Transcription Services

Beth Collins;

I, Albert Suied, am authorized to make decisions on behalf of ANP Reporting. We understand and agree to all the terms and conditions in this RFQ and will comply with all of the provisions herein. We understand the requested services and hope to provide these services. We have been performing these types of contracts successfully for ten years. We have not participated, and will not participate in any action contrary to this RFP. This proposal was developed without collusion. ANP is not presently nor has it ever been named in any litigation regarding the performance of professional services contracts or any litigation at all. ANP Reporting is perfectly suited to complete the transcription services for WorkForce West Virginia. Enclosed in this response is a list of references who will confirm ANP Reportings' past performance in being a top-tier transcription provider.

I, Albert Suied, will be the contact person. I have been the president of the company since inception and as with all of our clients, take privacy and security very serious. We follow secure protocol which is described in the following proposal. We do not use any subcontractors. This proposal and the prices herein will remain in full force and effect for the duration of the contract.

If awarded this contract, we are prepared to begin services immediately.  
We look forward to working with you!

Kind Regards,

Albert Suied

[asuied@anptranscriptions.com](mailto:asuied@anptranscriptions.com)

Direct: 201-677-8496

Toll: 877-797-7047

Fax: 845-369-7234

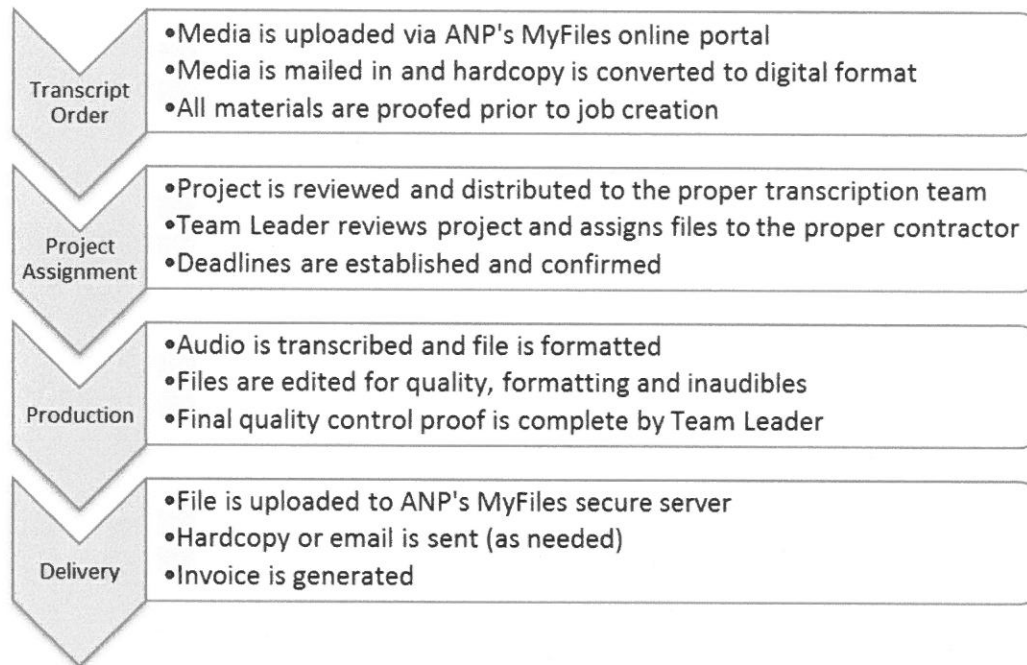
75 Montebello Rd. Suite 303

Suffern, NY 10901

[www.anptranscriptions.com](http://www.anptranscriptions.com)

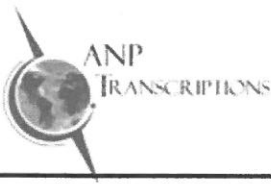
## Method of Approach

### ANP's Project Process Overview



ANP Reporting will provide WorkForce West Virginia , with all the personnel, equipment and materials necessary to transcribe and furnish completed documents as required in the request for quotation. We guarantee all work will be performed in a professional manner and according to the highest standards of the transcription profession, or it will need to be redone to meet those standards at no additional expense to WorkForce West Virginia. ANP Reporting will provide and maintain, as many qualified staff as necessary for the prompt furnishing of quality transcription services. Our file transmission method, as well as any hardware or software, is provided to Work ForceWest Virginia at no charge. We will tailor our Quality Control program to be specific to Office of Judges needs. As we do with all of our clients, we will maintain and surpass an accuracy rate of 98%, furnish complete and accurate transcripts and treat all information as strictly confidential.

Utilizing digital technology, electronic audio/video files will be transmitted and stored using security and encryption protocol that meets and exceeds that of HIPAA requirements. Our system is entirely secure with only the team members that are assigned to work on the specific files having access. Our Production Manager assigns ownership/access rights and each employee has a password renewed every 30 days. This provides them access only to the project files that they are presently working with, no historical files. We keep detailed records of



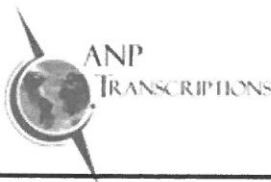
what files are accessed by what employee and at what time. ANP will maintain verifiable records for at least six months from date of receipt. No hard copies or electronic files will be kept past this period, other than at the express consent and request by the client.

Once the audio/video is received, it goes to the Team Leader to ensure audibility and any special requests. It is then moved to the assigned transcriptionist for transcription. After the transcriptionist finishes typing the transcript, the audio and transcript documents then move on through our Quality Control process, which is conducted by our Editors and Team Leaders. After the document leaves the hands of the transcriber, it goes to one of our qualified legal editors or a team leader for a quality check. They will proof read and spot check the document, comparing it with the audio recording. They review each stated "inaudible" a minimum of three times through a digital audio mixer to suppress background noise. This helps to drastically reduce the number of "inaudibles" in the Official Transcript. If the problem appears to be a technical one, they will then consult the ANP Production Manager. The production manager will then make technical recommendations to the client, to increase the quality of their recordings. All ANP produced transcripts come with an error report attached. This entire practice is tightened with a higher level of review in light of any error brought to our attention by a client. Our Relationship Manager ensures the satisfaction of their clients. They take ownership over the relationship and their entire job responsibility is to ensure the client is thrilled with our service.

After successfully passing through QC, the document is uploaded to our secure FTP site(SSL), for immediate accessibility and download. In addition, an encrypted and password protected document can be emailed to the client to circumvent firewall issues or other hurdles.

ANP's web-based records management and job tracking system allows the business to provide monthly reports that can accompany invoices, materials, and transcripts. Through this system, ANP can easily retrieve information on an individual job or multiple jobs. The job tracking system serves primarily as a tool to monitor the transcription workload, which allows ANP to allocate our resources to prepare for specific assignments in advance.

ANP's network and data storage infrastructure are redundant as well as both physically and electronically secure. Our secure servers are located in Suffern, NY with RAID storage architecture, and real-time off-site backups contracted to Mozy. All user data is encrypted with military-grade encryption prior to transfer. The ANP offices are located in a building, with 24/7 security. Servers are up 24/7/365, with backup CyberPower battery power, providing a 99.9% up-time. All network computers are password protected and logged off at COB. Additionally, all ANP offices are locked, with only select personnel having after-hours access.



### **Environmental**

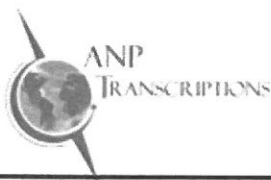
We are proud to announce that ANP Transcriptions is a “green” vendor! All of our printing, unless specified, is done on recycled paper and recycling is mandatory for our office. We have a work from home program that allows our employees to save on gas and log on through SSL to ANP servers, securely and remotely. While these are the first steps towards becoming a certified green business, we are constantly looking for ways to reduce our physical impact on the planet, as well as our carbon footprint.

### **Obstacles and Turnaround**

ANP has been on similar contracts prior to this, so many of the expected obstacles concerning manpower have become part of our business model to prevent any future issues. ANP’s Production Manager works closely with HR in order to create a pipeline of qualified candidates. Most transcribers work via 1099 contractor status and can be brought onto a team quite readily to pick up any project slack.

In times of heightened workload, specifically work with rush turnarounds, ANP’s production model provides the necessary flexibility and elasticity to deliver. If for example the WorkForce West Virginia had multiple emergency needs, we would place more transcribers and editors on hand for an immediate need for 15 hours of 24 hour turnaround. The most experienced team members would be put on the rush job and their normal workload will be backfilled by someone from another client team. This allows for any work that has tight turnaround requirements to have the most skilled typists assigned to it, as the editor will not have to spend much time proofing and correcting the document. The newer additions to the team will have more time to work with the Team Leader or Editor regarding their document. In the end it provides our clients with quick turnarounds and the highest quality document that time allows.

Reliance on technology to facilitate the transfer of all data is a huge time and cost saver, but it also can end up being the monkey wrench. Considerations need to be made for power backup, data backup, and FTP/upload contingency. Both power and data issues were addressed earlier in this document. If there is an issue with our FTP file server going off-line, we contract with an outside hosting company that adheres to all of our data security standards. The link and logon for this contingency plan would be supplied to the client within an hour if there was a disaster.



## Qualifications and Experience

Our team manages similar projects on a daily basis. As you will see in our proposal, our current clientele have processes, material, and format requirements that are notably akin to those requested by the WorkForce West Virginia.

A full service reporting business located in Suffern, New York; ANP has a client base that spans the entire country. We have many public sector clients that are legal and law enforcement agencies and departments. These clients send materials to ANP in all media forms— analog and digital (webcasts, podcasts and other internet streaming media, real audio, Windows Media, minidisks, miniDV's, voice recorder digital files, WMA, DSS, WAV, RA, and mp2s, mp3s and mp4s)— and receive transcripts or translations tailored to their specifications with turnarounds as short as six (6) hours. With hundreds of hours of audio being sent to us weekly, we've handled most every type of situation.

ANP produces over 25,000 pages of transcripts per month, with the capability to scale our production to handle double that amount on short notice. Both our business model and technical infrastructure allows ANP to rapidly adjust to suit market conditions and meet the needs of new clients.

ANP's initial business was centered upon private sector work. As the business grew, it began to take on public sector agencies concentrating on the law enforcement community. Beginning in 2005 ANP started to do public sector work with Government Agencies and Municipalities, such as DHS – ICE, Rockland County DA, NY State Unified Courts, LA City Attorney, Middlesex County DA, and others.

In early 2009, ANP was awarded the contract to provide transcription services to the Sacramento California DA's Office. Over the past four years, ANP has produced over 300,000 pages of law enforcement transcripts to the DA's Office. In 2012, ANP was re-awarded the contract. ANP provides verbatim transcriptions and translation services to them, with approximately 12% of the material being translated from Spanish. We transcribe interrogations, 911 calls, in car camera videos, and police investigation material. ANP provides assistance to the DA in deciphering exotic languages from recordings.

In the course of our contract with the Sacramento DA's office, we provided technical and procurement consultation so that they could transition from analog media to a secure digital process, saving them time and money. Their IT department worked directly with ours to implement a process allowing them to upload audio/video files over a secure channel to ANP on a nightly basis. When transcripts are completed, we follow strict guidelines for formatting and titling of the pages so they can effortlessly import the transcripts into their system.



## **Employment**

For all transcriber candidates, applications are taken and EEO data is collected. HR reviews the individual's credentials and interviews them. For all of our Hearing & Meeting Reporters and Recorders, ANP does thorough background, reference and accreditation checks. ANP self-administers two highly technical transcription exams that are graded and reviewed by a team leader. We maintain a scoring requirement of about 10% higher than industry standard, which amounts to a smaller hiring pool of roughly one standard deviation. ANP has found higher requirements keep costs down in the long run and allow us to handle a higher percentage of rush work on short notice.

All new hires are assigned to a team leader for mentoring. The volume and technical challenge of their assignments escalate over time. We provide all of our employees with a training manual of compiled materials, which describe our networks and workflow. This can be furnished on request. The team leader reviews the material with the new hires and further training is completed in conjunction with the team leader. It is the responsibility of our team leaders to give all team typists feedback on all projects and supply management with weekly status reports concerning quality and delivery.

We utilize Intelius and US Search for our background checks when necessary. We do all background checks as per our clients' requirements. We have our own internal standards for distributing any work of a sensitive nature. Most often we furnish our clients with the transcribers' required information so the client can conduct their own checks.

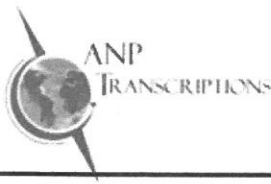
## **Services to be Provided**

We take a hands on approach with our clients; we build relationships. You are not a number to us. Our staff is dedicated to our clients 24/7 and look to make every relationship an everlasting one. They are equipped with mobile devices which allow them to cater to your needs from any place, at any time. You want to ensure you work with a company you can trust; a company who will take the time to understand not only your specifications, but the needs of WorkForce West Virginia. We have developed a unique process over the years and we are confident ANP brings this to every relationship.

This offer will remain valid and irrevocable for the duration of the contract.

We understand the term of the contract shall commence upon award and extends for a period of one year, with renewal extensions limited to two successive one year periods.

All key personnel will remain on staff for all work for WorkForce West Virginia. No key personnel will be removed or replaced without written notice. Here at



ANP Reporting, we pride ourselves on the longevity and minimal turnover of our staff. We work hard to build teams complete with experience and integrity.

We will provide WorkForce West Virginia with the services of transcribing digitally-recorded audio, formatted as requested, and returned within the allotted working days from the date of receipt. This will be an open-ended contract for transcription services of hearings conducted by the Board of Reviews and decisions resulting from those hearings. All formatting will adhere to the specifications of the RFQ and will be changed, if requested. We will provide receipt of the dictations of the hearings and decisions or orders by employees of the Board of Review.

We will provide WorkForce West Virginia with transcriptions of digitally-recorded audio in the time frame requested. We will work with each ordering individual to ensure we are working with them as best as possible and producing more than excellent transcriptions and services. We can also handle simultaneous dictation and have worked with agencies which used preformatted dictation, which we accessed and pulled from.

As described, we will provide a secure FTP website which will allow employees to upload digital recordings for us to transcribe within the required time periods. We have the ability and we currently utilize secure file transfer to electronically send Word 2010 formatted transcripts, for printing at our client's location.





**Confidentiality Agreement:** The following is ANP's confidentiality clause that is contained within ANP's employment contract, which all employees and contractors are required to sign.

**Confidentiality**

**Parties.** This Agreement is made this \_\_\_\_\_ (Date), by and among \_\_\_\_\_ (the "COMPANY"), a \_\_\_\_\_ corporation and ANP Transcriptions Inc, a New York corporation ("ANP").

The purpose of this Agreement is to set forth the conditions under which ANP has provided such Confidential Information to the COMPANY and the conditions under which the COMPANY will maintain and preserve the confidentiality of such Confidential Information, which has been received or will in the future be received.

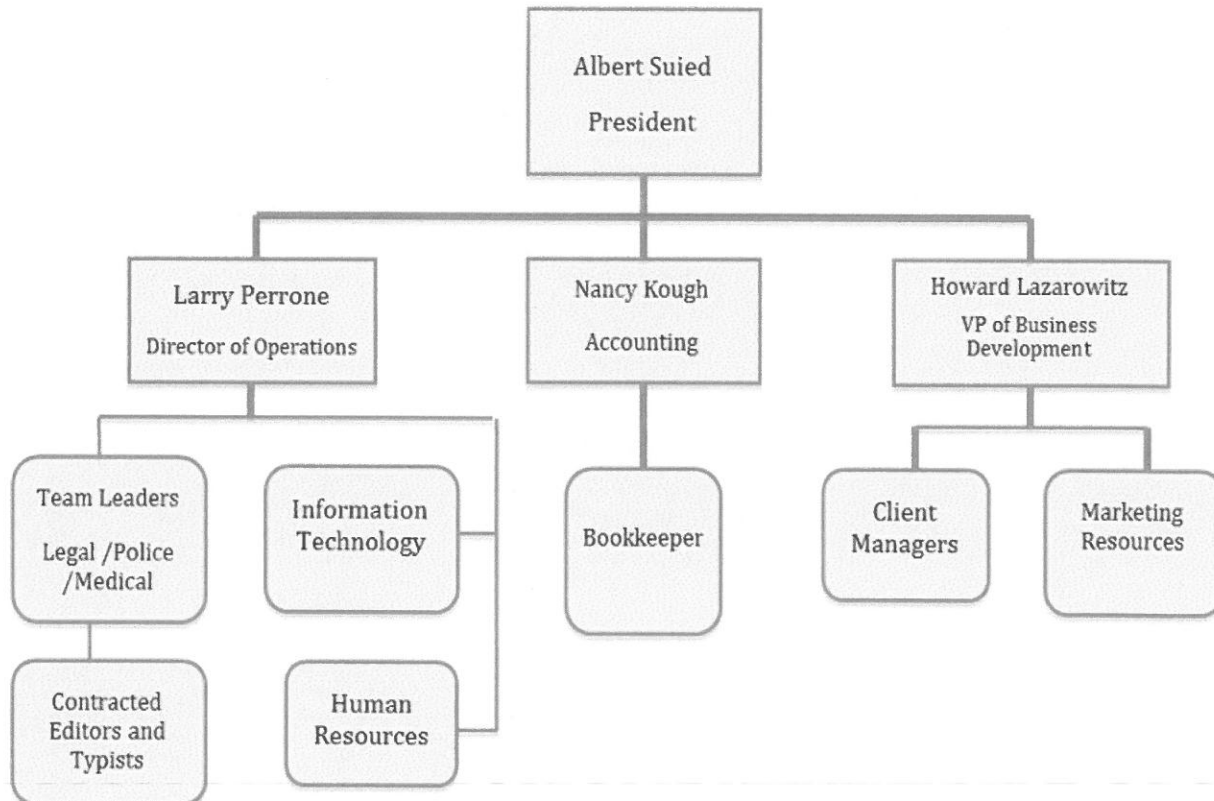
**Terms and Conditions.** In consideration of the disclosure of any Confidential Information the COMPANY and ANP hereby agree as follows:

1. This Agreement shall apply to all Confidential Information
2. The COMPANY agrees that it will maintain the Confidential Information in separate, segregated files and that it will treat the Confidential Information provided with no less security with respect to third parties than it would treat its own confidential and proprietary information.
3. The COMPANY agrees that it will promptly, upon demand, return or destroy all forms of the Confidential Information.
4. In the unlikely event that a transcriber knows or thinks he/she knows an individual on a tape they will immediately stop transcribing and return the tape to their supervisor at ANP
5. The COMPANY, during the term of this agreement, will have access to and become familiar with various trade secrets consisting of customer lists, pricing information, processes and specifications that are regularly used in the operation of the business by ANP. The COMPANY shall not discuss any of these trade secrets, directly or indirectly, or use them in any way either during the term of this agreement or at any later time, except as required in the course of (his/her) contract. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of ANP, whether prepared by the COMPANY or otherwise coming into (his/her) possession, shall remain the exclusive property of ANP and shall not be utilized off the premises of ANP under any circumstances whatsoever without the prior written consent of the ANP.

The purpose of this Agreement is to set forth the conditions under which payment and assignments will be scheduled and distributed to the COMPANY. To receive the mentioned payment the COMPANY will be required to meet the scheduled deadlines set between ANP and the COMPANY. The payment, mode of delivery, and deadline of the COMPANY to ANP will be outlined in an exchange of electronic mail between the COMPANY and ANP on a per assignment basis.

## Key Project Personnel

### ANP Organizational Chart



## **Key Personnel Bios – Resumes furnished on request**

### **Albert Suied: *President***

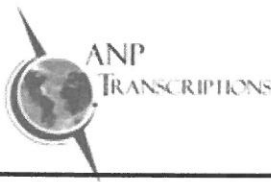
Albert has a BS in Business Management from the State University of New York at Plattsburgh. He has 15 years of experience in the field of transcription and has been the owner of ANP for 9 years. Albert manages the “business” end of ANP. ANP Reporting’s initial focus was to work with Medical Communications and Pharmaceutical companies providing high-end meeting transcripts. After successfully making ANP one of the leaders in that market, it was time to take on the challenges of diversifying the client base. At his direction ANP started a division dedicated to the Public Sector. To ensure ANP was equipped with the necessary tools, he began working with a local organization called Rockland Economic Development Corp (REDC), specializing in working with small business and assisting them to partner with Government organizations. Combining his experience in the private sector and implementing new strategies, ANP was able to make a successful leap into the realm of legal and law enforcement transcription.

Albert is currently responsible for managing the day-to-day operations and the challenges that occur for every small business. The departments that he works with directly are the Business Development, Client Retention, and Government Submittals.

**Larry Perrone** has been a Co-Owner and ***Director of Operations*** for ANP since 2003. In the nine years since he has been part of ANP’s operations, the company has grown exponentially. Larry works with all clients and courts on a daily basis and then coordinates the business needs with ANP’s production team to ensure full satisfaction.

Larry has a Masters degree in Information Systems from Pace University that he acquired in 2003. He also has a Bachelors degree from Pace University in Criminal Justice, received in 1997. Larry has an extensive business analysis, and technological background from previous project management roles that have given him the strong skill set to run ANP’s production department. Before starting ANP, Larry worked in digital publishing and business development designing user interfaces for end users in both insurance companies and online education companies. Larry’s strong technical background allows him to interface with clients and transcribers to ensure a high quality finished product. Larry has advanced expertise in all platforms such as MAC OS, UNIX, LINUXS, Windows XP, Windows 7, and Microsoft Office Suites.

Larry is primarily responsible for: overseeing and managing all transcription and editing teams, working with clients to ensure resolutions on any outstanding



issues, finalizing and proofing client guidelines, troubleshooting any document or audio related issues, and resolving any issues for work deemed incomplete that needs resolution.

Larry is available to assist all clients and courts on an as needed basis. His daily role involves all coordination of projects with courts, clients and the production team. Thought his day is responding to support issues as well as ensuring all projects meet deadlines. Larry also works with clients directly to resolve and issues that may occur at the project level or network level.

### ***Relationship Managers***

*ANP's Relationship Managers are much more than the Account Managers that you find at cookie cutter type organizations. Relationship Managers' primary goal is to make our clients happy and feel well taken care of. Our Relationship Managers do not work within the confines of 9-5 and M-F; they answer your questions, resolve your concerns, and take on new business whenever and wherever. They are the primary point of contact and are kept abreast of all ANP happenings.*

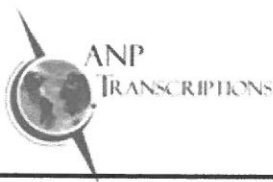
Albert Suied will be the assigned Relationship Manager for WorkForce West Virginia.

### ***Team Leaders (1099 Contract Employees)***

*ANP's Team leaders are responsible for each file from start to finish as well as supervising and maintaining their teams of transcriptionists and editors. They provide training and feedback to ensure that typists meet all of ANP's client rigorous standards. They also ensure that all typists meet all clients' specified guidelines, formatting and deadlines.*

**Michelle Gendreau**  
**922C Drift Road**  
**Westport, Massachusetts 02790**  
**774.264.9083**

Graduated with a BA in Art History from the University of New Hampshire in 1993. Michelle has been working at ANP since 2007. Michelle manages ANP's medical transcription teams as well as manages Human Resources by screening and training all new candidates for employment. Michelle is also responsible for internal ANP document creation such as procedures and staffing manuals and any contracts for employment. Michelle has helped ANP grow by ensuring it only employs the highest quality transcriptionists and editors. She implores a rigorous screening and training process to ensure each member of the ANP team will develop at ANP to meet all client expectations. Michelle also provides annual reviews where typists can be rewarded for meeting or exceeding expectations.



***Editing Staff (1099 Contract Employees)***

*ANP's editing and transcription teams have over a decade in providing high quality, extremely accurate transcripts. Tight deadlines, following guidelines and attention to detail are our expertise.*

All of our Editing staff have been providing professional transcription and editing services for over 10 years. They have worked across multiple industries including medical, law enforcement, government, and entertainment. As an editor, the assigned staff will work closely with clients and transcriptionists to create templates that meet individual needs.

**Ellen Blokus**  
9099 N. Kishwaukee Road  
Stillman Valley, IL 61084  
815.979.6298

**Sharyl Wolf**  
436 Leedom Street  
Jenkintown, PA 19046-2727  
215.431.9523

***Anticipated Project Transcriptionists (1099 Contract Employees)***

*All of ANP's transcriptionists are proficient in Transcription Buddy, Start Stop, Express Scribe, For the Record, Liberty Court Player, and several other well-known industry applications. Below is a description of only 4 of the potential 50+ US based transcriptionists your project will have access to.*

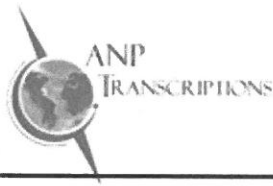
All of the listed transcriptionists are senior member of the ANP legal and police transcription teams. They have logged over 50,000 pages for ANP's court and police work.

**Janine Tillman**  
681 Wellerburn Avenue  
Severna Park, MD 21146  
757.618.1445

**Chris Raymond**  
228 Park Ave S. #49680  
New York, NY 10003  
434.922.0405

**Joanne Canning**  
32 Madison Lane  
Whitehall, PA 18052  
570.982.9242

**Jennifer Morrow**  
1096 Kenneth Drive  
Lakewood, OH 44107  
216.903.0544



## Description of Experience with Similar Projects

### Sacramento County, District Attorney's Office

-Sacramento has been a client of ANP's for 5 years and our project scope is transcribing and translation of all police interviews and surveillance. Their needs are consistently catered to on a 24/7 basis, with work meeting 24 hour turnaround needs. This project has had over \$700,000 in fees.

Oleg Panchuk

916-874-6656

### Rockland County, District Attorney's Office

-Rockland County DA has been an ANP client for 5 years and ANP transcribes their depositions and Grand Jury proceedings. This project has had \$25,000 in billing.

Robert Trudell

845-638-5096

### Oregon Department of Public Safety

-Oregon's Department of Public Safety has been a client of ANP for 5 years and ANP transcribes their public hearings. This project has had \$23,000 in billing.

Marilyn Lorange

503-378-2427

### Center for Drug Use and HIV Research (CDUHR)

#### NYU College of Nursing – 3+ years

Amanda Ritchie

212-992-7186

#### Teva Neuroscience – 6+years

Sheila Zinn

Phone: 816-508-5012



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

**Solicitation**

NUMBER
WWV14128

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

SHIP TO

DATE PRINTED
03/26/2014

BID OPENING DATE: 04/08/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
0001	1	EA	961-72	TRANSCRIPTION SERVICES, LEGAL AND MEDICAL		
				***** THIS IS THE END OF RFQ WWV14128 ***** TOTAL:		

SIGNATURE <i>[Signature]</i>	TELEPHONE 201-677-8496	DATE 4/7/2014
TITLE President	FEBN 20-0813627	ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWW14128**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

ANP Reporting  
 \_\_\_\_\_  
 Company

x   
 \_\_\_\_\_  
 Authorized Signature

4/7/2014  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012





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

**Solicitation**

NUMBER
WWV14128

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BETH COLLINS 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED
03/06/2014

BID OPENING DATE: 04/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-72		
TRANSCRIPTION SERVICES, LEGAL AND MEDICAL						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR TRANSCRIPTION SERVICES PER THE ATTACHED DOCUMENTATION.						
***** THIS IS THE END OF RFQ WWV14128 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	201-677-8496	4/7/2014
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
President	20-0813627	

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

# Exhibit A

## PRICING PAGE FOR WWV14128

### HEARING & DECISIONS/ORDERS TRANSCRIPTION SERVICES

DESCRIPTION	ESTIMATED ANNUAL PAGES	COST PER PAGE	EXTENDED ANNUAL COST
Transcribing Hearings from Cassette Tapes of Digital Recordings and Transcribing Telephone Dictation	37,000 x	\$ <u>2.55</u>	\$ <u>94,350</u>
Typing of Decisions/Orders	20,000 x	\$ <u>3.95</u>	\$ <u>79,000</u>
Documentation copying (original)	2,500 x	\$ <u>1.00</u>	\$ <u>2,500</u>
Multiple copy charges	2,500 x	\$ <u>1.30</u>	\$ <u>750</u>
			<b>TOTAL</b> \$ <u>176,600</u>

The quantities listed above are for bid evaluation purposes only and the actual amount may vary.



## WEST VIRGINIA EXECUTIVE BRANCH CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, including any addenda, (collectively this "Agreement") is entered into between the State of West Virginia (the "State") and the undersigned, a member of the Workforce (the "User"). The State and the User are jointly referred to herein as the "Parties".

WHEREAS, the purpose of this Agreement is to secure the Confidential Information the State collects, stores, uses and discloses. Accordingly, the State is concerned with protecting the Privacy, Confidentiality, Integrity and Availability of this information, in its paper, electronic and verbal forms; and

WHEREAS, this Agreement is being instituted to ensure that all members of the Workforce fully understand their obligations to limit their Use of Confidential Information and to protect such information from Unauthorized Disclosure.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

a. **Confidential Information** means information that includes, but is not limited to, demographic, medical, and financial information in any form protected by statute or when the release of which would constitute an unreasonable invasion of Privacy, unless the public interest by clear and convincing evidence requires Disclosure in the particular instance, as approved by the designated State counsel or designee. Confidential Information also includes Personally Identifiable Information (PII), as that term is defined below. Confidential Information may be in paper, electronic and verbal forms, and includes images as well as text. Confidential Information includes all information designated confidential by law, rule, policy or procedure, as may be amended from time to time, (collectively referred to herein as "Policy"), such as passwords, client names, trade secrets, information concerning any taxpayer (from any return, declaration, application, audit, investigation, film, record or report) and security audits.

b. **Disclosure** means the release, transfer, provision of access to, sale, divulgence or communication in any other manner of information outside the entity holding the information, in accordance with Policy, as may be amended from time to time.

c. **Need to Know** means the principle that states a User shall only have Access to the minimum information necessary to perform a particular function in the exercise of his or her responsibilities.

d. **Personally Identifiable Information** or **PII** means all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. **PII** also includes Protected Health Information (**PHI**) as that term is defined below. **PII** is contained in public and non-public records. Examples may include but are not limited to a specific individual's: first name (or initial) and last name (current or former); geographical address; electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number dedicated to contacting the individual at his or her physical place of residence; social security account number; credit and debit card numbers; financial records, including checking, savings and other financial account numbers, and loan accounts and payment history; consumer report information; mother's maiden name; biometric identifiers, including but not limited to, fingerprints, palm prints, facial recognition, full face image and iris scans; driver identification number; birth date; birth, adoption or death certificate numbers; physical description; genetic information; medical, disability or employment records, including salary information; computer information, including information collected through an internet Cookie; and criminal records and history. When connected with one or more of the items of information specified above, **PII** includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

e. **Protected Health Information** or **PHI** is a subset of **PII** and means, with regard to the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) covered entities (see 45 C.F.R. §106.103), individually identifiable health information, including demographic information, whether oral or recorded in any form or medium that relates to an individual's health, health care services and supplies, or payment for services or supplies, and which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual including, but not limited to, preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present, or future payment for the provision of health care to an individual; and which includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected Health Information does not include records covered by the Family Educational Right and Privacy Act, 20 U.S.C. 1232g, and employment records held by the entity in its role as employer.

f. **Use** means the access, utilization, employment, application, examination or analysis of information within an entity that maintains such information.

g. **Workforce** means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for the State, is under the control of the State, whether or not the State pays them. Workforce does not include Vendors.

h. Any terms not defined herein shall have the definitions afforded them within the Privacy Policy Definitions currently located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

2. Treatment of Confidential Information:

a. The User shall only collect and retain Confidential Information in conformity with Policy.

b. To the extent that the User has a Need to Know Confidential Information, the User may have Access to and shall use such Confidential Information, in conformity with Policy, as may be amended from time to time.

c. The User shall not disclose to anyone, directly or indirectly, any such Confidential Information, unless the individual who is the subject of the Confidential Information consents to the Disclosure in writing or the Disclosure is made pursuant to Policy. At no time shall the Confidential Information be disclosed or used for a personal or non-work-related reason. If information-specific release provisions and restrictions do not exist, then the User shall only disclose Confidential Information (1) upon approval of the designated State counsel or designee; or (2) to individuals who are known by the User to have prior authorization by his or her supervisor to have Access to the information. All of the above applies to release of information in total or fragmented form. When Confidential Information is disclosed, care should be taken to prevent the redisclosure of that information to unauthorized persons or entities. Further, the User shall not misuse any media, documents, forms, or certificates in any manner which might compromise Confidentiality or Security or be otherwise illegal or violate policy, such as altering a record or using a certificate improperly.

d. The User shall protect Confidential Information from unauthorized collection, Use, Access, transfer, sale, Disclosure, alteration, retention or destruction whether accidental or intentional and shall take necessary precautions to secure such Confidential Information to the extent possible.

e. The User is bound by this Agreement and shall continue to protect the Confidential Information to which the User previously had Access, even when he or she no longer has Access to the same, including after termination of the Workforce relationship. The User shall report Incidents pursuant to the Response to Unauthorized Disclosures procedure located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

f. If the User has any questions about this Agreement or the Confidentiality of information or its collection, Use or release, he or she shall request clarification from his or her immediate supervisor or appropriate Privacy Officer.

g. Any document, report, study, article or other written information in whatever format that the User prepares, or information in whatever format that might be given to the User as a member of the Workforce, and any software, computer equipment, or any other property including, but not limited to, copyrighted materials that may be made available from time to time, are the property of the State, or in the custody or control of the State, and shall remain in the State's possession, except as specifically consented to by the State. The User has no ownership rights to or interest in any information owned by or in the custody or control of the State.

h. The User's Access to Confidential Information is at the sole discretion of the State, and may be monitored, audited, modified, suspended, or terminated at any time.

i. The User shall comply with this Agreement and any applicable Privacy or Security policy. Such Compliance is a condition of employment and the User's failure to so comply may subject the User to disciplinary action up to and including dismissal. In addition, the State reserves the right to seek any remedy available at law or in equity for any violation of this Agreement. Further, the User may be subject to civil and criminal penalties for the unauthorized Use or Disclosure of Confidential Information.

Printed Name: ANP Reporting Albert Suied

Signature: x [Handwritten Signature]

Date: 4/7/2014

RFQ No. WWW14128

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: ANP Reporting  
Authorized Signature: [Signature] Date: 4/7/2014

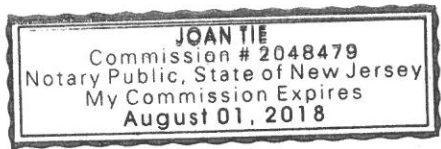
State of New Jersey  
County of Bergen, to-wit:

Taken, subscribed, and sworn to before me this 7 day of April, 2014.  
My Commission expires 8/1, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 07/01/2012)*



**CERTIFICATION AND SIGNATURE PAGE**

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

AMP Reporting  
(Company)

X [Signature]  
(Authorized Signature)

Albert Sued, President  
(Representative Name, Title)

201-677-8496      845-369-7234  
(Phone Number)      (Fax Number)

4/7/2014  
(Date)