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Medical/Legal Transcription

November 21, 2006

State of West Virginia
Department of Administration
Purchasing Division, Buyer KF-21
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: RFQ No. BEP07050
Transcription\Typing Service
Bid Due Date: 11/27/2006; 1:30 pm

Dear Ms. Ferrell:

L S Services, Inc., welcomes the opportunity to submit this proposal on the referenced RFQ. Several points we would like to point out now are:

1. As the current contract holder, we already have the necessary performance bond for this RFQ;
2. The required \$3,000.00 bid bond for this RFQ is attached;
3. We carry errors and omissions insurance with The Hartford Insurance Agency; and
4. As now required by many federal transcription contracts, all of our work is performed within the United States of America.

Should there be any questions, please call me at the telephone numbers listed above. Thank you in advance for your consideration. We look forward to hearing from you.

Sincerely,


Luther D. Runyon
President

Atch

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Overview of Services Required.

Throughout the State of West Virginia, citizens file claims for Unemployment Compensation benefits, which require adjudication by WORKFORCE West Virginia. The WORKFORCE West Virginia Board of Review conducts hearing regarding disputed claims, as well as hears appeals to decisions in unemployment benefit cases made by the Unemployment Compensation Division. The Board of Review conducts hearings, receives evidence, and issues written decisions regarding these claims. This solicitation is specifically for transcription of tape or digitally recorded hearings and digitally recorded decisions and orders. The successful vendor will be required to transcribe from cassette tapes and, later on, digitally recorded hearings conducted by the Board of Review regarding Unemployment Compensation claims, as well as provide a system allowing for Board of Review's employees to dictate decisions and orders via the telephone or other electronic transmission system and typing these documents within required time periods. Further, the successful vendor must be able to securely transfer electronically the transcribed documents to Board of Review for printing at their location.

The number of hearings will vary each month, but is estimated to be at 700 hearings recorded on cassette or recorded digitally to be transcribed per month.

Transcripts are to be prepared in the format specified in the RFQ.

The successful vendor must also provide a digital dictation system that permits toll-free receipt of telephone dictation of decisions/orders by employees of the Board of Review. The system must be via the telephone and such other electronic communication means. Further, the vendor must have the ability to accommodate the possibility that all decision/order writers may be dictating simultaneously. The Board of Review issues approximately 4,500 decisions per year. It has approximately seven individuals holding hearings and reviewing claims. The decisions vary in length from two (2) pages to as many as five (5) pages. A "typical" decision is three (3) pages. The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decisions/orders. The Board of Review will update and change the preformatted language as necessary.

The decisions/orders are to be prepared in the format specified in the RFQ.

The successful vendor will transcribe decisions/orders from cassette tapes or digital recordings if telephone communications or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment fails, the equipment must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U.S. mail to the successful vendor at the mailing address specified by the vendor,

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unless other arrangements are mutually agreed to by the vendor and the Board of Review. The successful vendor must be available for in-person pick-up of cassettes each day in Charleston, West Virginia.

The successful vendor must maintain and provide to the Board of Review a searchable database program of all decisions and transcripts available on either Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a highlighted display of the searched words within the file. For example, all the transcripts with the words "fatal" and "cardiac" will be listed in a directory-style listing and the transcripts will come up one at a time with the keywords "fatal" and "cardiac" highlighted every time they appear in each document.

The successful vendor must have the ability to electronically mail decisions/transcripts to Board of Review in format compatible with Board of Review's software, such as Word 2000. Decisions/orders are to be transcribed and forwarded within 48 hours of receiving the dictation. The vendor selected must indicate the security in place for electronic transfer of information. The vendor must accommodate the requirement of the Board of Review to prioritize the order in which the dictations or decisions are typed. The successful vendor will retain a copy of the electronically transmitted documents for a 45-day period and will provide to the Board of Review the previous month's transcription of decisions/orders on a mass magnetic storage device, such as a compact disk, within ten days of the end of each month. Further, if electronic mail is unavailable for a 24-hour period, the successful vendor is required to deliver the transcribed decisions/orders to the Board of Review by magnetic mass storage device, such as a compact disk.

The successful vendor must maintain all dictation of orders/decisions, and storage of those decisions/orders, confidential and as secure as possible.

Accuracy of work produce must be at 95 percent or above, as determined by a quality review by the Board of Review. The Board of Review considers three or more errors per page of typed decisions/orders/transcripts to exceed an acceptable level.

The vendor selected must accommodate the requirements of the Board of Review to prioritize the work and comply with special requirements regarding the order in which dictations are transcribed.

The vendor must provide keyword indexing at the end of each transcript. The indexing will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number.

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One of the primary goals of contracting out such legal transcription work is to ensure continuity of operations and maintain a high degree of accuracy. However, of paramount concern is security and confidentiality. L S Services, Inc., recognizes the need to operate in a secure environment and does so within its 10,000 sf. building, owned and solely occupied by L S Services, Inc. The security arrangements at our facility will be discussed further in the Work Plan section, below.

The Board of Review has determined that it is most efficient and effective to contract out this transcription service versus utilizing an in-house transcription staff. Contracting out this work not only ensures that the Board of Review has a reliable and constantly available method of receiving completed transcripts, decisions, and orders, but also it eliminates the need to use their own staff.

The vendor must have a minimum of five (5) years' experience in doing legal and medical transcription.

The volume of transcription work fluctuates from month to month based upon the number of claims filed and processed. Our experience has been that the variance can be as little as 5 percent and as high as 50 percent or more. Our system is set up to provide world-class services no matter what the level of workflow.

Since parties to a case vary in their speaking abilities and habits. The transcription service awarded this contract must have the capability to adapt to the whole host of speech styles and accents, foreign or domestic. We have a wealth of experience in transcribing even the most difficult hearings. We have gained this experience through our unemployment and disability transcription work, as well as our court reporting and hospital/medical transcription work. Since many of your cases involve medical terminology, our experience and training in medical transcription provides us with the necessary terminology foundation to be able to discern even the most difficult medical terms or conditions.

Management Summary.

For the volume of transcription services required by the Board of Review, L S Services, inc., shall use its very best and most experienced personnel in all the key positions.

L S Services, Inc., shall continue to conduct this work in four phases.

- Phase I - Establish/Continue communication chains with Board of Review's key personnel
- Phase II - Develop/Continue a secure and consistent system for picking up and delivering tapes and files, and electronic delivery of decisions/orders

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Phase III - Assignment of current personnel
Phase IV - Production Work

The following information is provided in support of the four-phase plan:

Phase I

Establish/Continue Communication Chains with Board of Review Key Personnel.

L S Services, Inc., manages each account using primary and secondary points of contact. We are not a large conglomerate or a subsidiary of a large corporation looking to pull in numerous accounts. We provide world-class services while maintaining close and personal contact with our clients. Our approach is that we become a personal assistant to our client for all services that we are hired to provide. For instance, should the Board of Review have a question or a concern, the primary point of contact is Mr. Luther Runyon, the President of the corporation. The President of the corporation shall establish direct communications with the key personnel at the Board of Review. Working with the key personnel, L S Services will coordinate the tasks necessary to ensure a smooth and efficiently transition.

The secondary point of contact is Mrs. Susan Runyon, the Secretary/Treasurer. Our organization chart shown below depicts a direct line of communications, without unnecessary and overburdening middle management layers. We do not employ vice presidents in charge of this and that, nor do we turn over our clients to middlemen. Our focus is to provide personal and direct contact with the person who can make the changes necessary to meet the client's needs. Because of this, we can offer world-class services at a highly competitive price.

Phase II

Develop/Continue a secure and consistent system for picking up and delivering tapes and files, and electronic delivery of decisions/orders.

L S Services, Inc., proposes to continue to personally pick up and deliver tapes and transcripts twice a week. We will ensure that an employee of L S Services, Inc., physically goes to the Board of Review. See page 17, Phase III Secure Delivery Procedures, for detailing of the encrypted delivery procedures proposed to be used.

Phase III

Assignment of Current Personnel.

L S Services, Inc., currently has within its organization a highly motivated, experienced, fully trained transcriptionist staff. We do not project a need to hire additional employees to adequately perform the work required by this RFQ. We have been performing this work for approximately ten years. Based upon our experience, we are confident that we can continue to absorb the workload envisioned within this

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project, with the assurance that we will meet or exceed all requirements. Below, we will further explain our plan to assign the necessary personnel and how this project will fit within our organization.

Phase IV
Production Work.

Utilizing our tried and true system of work and process control, we will provide the legal transcripts and typed decisions/orders to the Board of Review, as required by the RFQ. The specifics of our production process are detailed in the Work Plan, below. There would not be a break in production should L S Services, Inc., be awarded the contract.

Work Plan.

L S Services, Inc., is a well-established, national provider of transcription services. We have the secure facilities, equipment, and personnel to provide the services required by this bid. L S Services, Inc., is a privately held corporation constituted under the laws of the State of Ohio. We are not associated with any parent or holding company. We provide the full range of both legal and medical transcription services, and have done so for over ten years.

Our management team is the best in the country. Our top staff has a wealth of experience in providing transcription services, legal and medical, in both the public and private sectors since 1992. This team is committed to excellence in all that we do! The President of the corporation has approximately 20 years of experience at the Federal level, in Legal Office Administration and customer-oriented organizations. The Treasurer of the corporation has many years of experience working with national and international clients while providing highly specialized products. The Department heads all have years of experience in providing both medical and legal transcription services throughout the United States at both the Federal and State level.

We also bring to the table highly experienced, well-trained transcriptionists who are part of work teams which are supported by:

- top quality proofreaders
- technically competent administrative support personnel
- state-of-the-art digital equipment
- secure, modern facilities
- continuous training programs
- mentoring programs
- up-to-date technology

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OUR PHILOSOPHY

We fully realize that we are hired to assist our clients in serving their customers in the most efficient and effective manner possible. Our clients look to us to fully and completely handle the scope of work within our contract, and to do so while assisting them achieve maximum results with the lowest possible expenses. We further realize that our actions reflect back to our clients, and because of this, we highly emphasize professionalism, courtesy, and technical competence. In regard to Unemployment Compensation Offices, we are keenly aware of the pressures associated with providing ever-expanding public services while experiencing decreasing numbers of staff and tight budgets.

L S Services, Inc., operates with the philosophy that well-trained and educated employees are vital to our success. Not only do we highly screen all potential employees, but also we fully evaluate which employee to place on an account. Through this double screening process, L S Services, Inc., has developed the most effective, finely-tuned work teams that provide nothing less than world-class services. We firmly believe that, without a doubt, people are the key to top quality services and total customer satisfaction.

OUR FIRST PRIORITY

Our first priority is providing secure, world-class services that you, our client, demand, and we do so in a professional, efficient, and effective manner. We have a track record of assisting our clients (Federal agencies, State agencies, hospitals, medical centers, medical clinics, and private practitioners) achieve significant improvements in efficiency and productivity regarding the services we have been hired to provide. For approximately ten years we have worked with Unemployment Benefits, Workers' Compensation Benefits, and Disability Determination Services Offices to ensure their transcription requirements are identified, quantified, and met or exceeded.

SECURITY AND CONFIDENTIALITY

Security and confidentiality are of paramount concern to L S Services, Inc. Please visit our web site at www.LSServices.com to view our facilities and receive a more thorough understanding of our commitment to security and confidentiality.

Our staff is fully trained on, to include refresher training, privacy and security concerns. Each staff member signs a confidentiality statement which covers not only the *Privacy Act*, but also specific confidentiality concerns of our clients. Confidentiality and security has become more of a concern since enactment of HIPAA (the *Health Information Portability and Accountability Act*). Now, it is not just irresponsible to fail to adequately control confidential medical information, but also illegal. Our processes are set up so that we remain in strict compliance with all confidentiality and security requirements.

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OUR SYSTEM

To reduce costs, provide professional services, and ensure efficiency, L S Services, Inc., uses the latest technology coupled with outstanding personnel who are committed to meeting our clients' needs. The Board of Review requires continuous service, whether it be transcription service with 7-day turnaround or 24/7 dictation services. L S Services, Inc., provides that type of service to its clients and has done so for over ten years.

L S Services, Inc., has developed a FOUR-PHASE SYSTEM of providing the type of world-class transcription services that the Board of Review requires. They are:

- Phase I Secure Pick-up Procedures and Secure Voice Dictation
- Phase II Secure Transcription System
- Phase III Secure Delivery Procedures
- Phase IV Invoicing System with Audit Trail

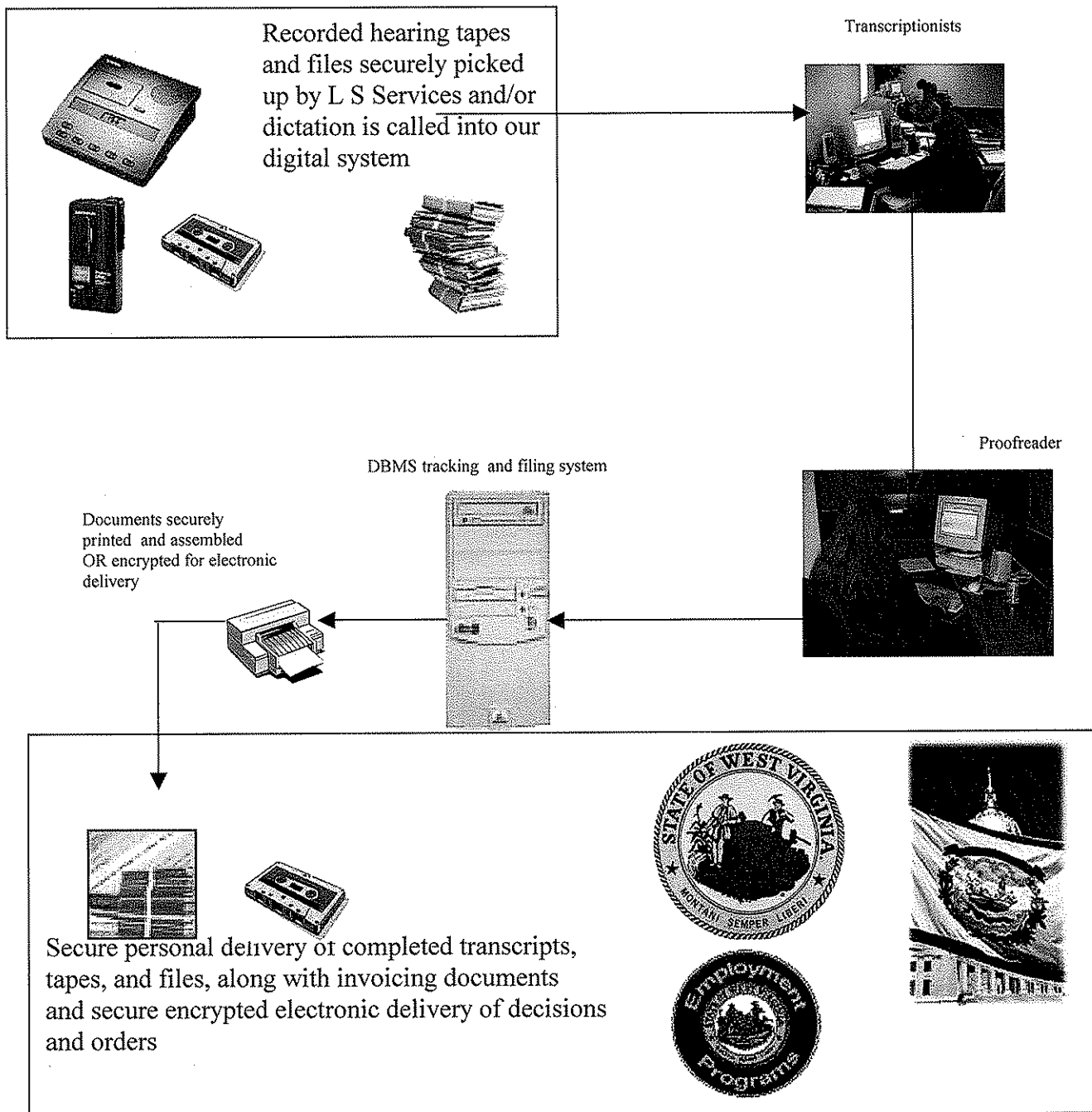
Each Phase will be thoroughly discussed below. It is through this well-coordinated, structured approach to providing services that L S Services, Inc., has the ability to provide timely, professional, and quality-checked reports, while at the same time accurately and instantaneously knowing where each and every report is within our system. You will not call our office with a question about the status of a transcript and be told, "I'll have to research that and get back to you." Our administrative support staff have the ability to provide you with the exact status of any report at any point in the process.

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Workflow

The following chart depicts the manner in which the work will flow in this project for the Board of Review utilizing L S Services' Four-Phase System:



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PHASE I

SECURE PICK-UP PROCEDURES

Prior to beginning this work, L S Services, Inc., shall coordinate with the Board of Review to ensure that a system consistent with Board of Review's requirements is set up and agreed upon. The place and time of pick up will be determined by the Board of Review.

SECURE VOICE DICTATION

Prior to this work beginning, each provider/dictator will receive a brochure/instruction sheet and wallet card detailing how to call into the system and dictate a report. The brochure/instruction sheet provides each dictator with the necessary information to log onto the system, enter the correct responses to prompts, and then dictate, edit, review, modify and close dictation. Nearly all new dictators successfully log onto the system and correctly dictate the first time attempted. Each provider/dictator shall receive a Logon ID Number that specifically identifies the person by name.

Additionally, a help line via a toll-free telephone number (800-221-0244) shall be available to all dictators. Any dictator may call the help line and receive assistance. Further, L S Services, Inc., employs an answering service for emergency assistance during evening and weekend hours.



Using a standard, commonly available touch-tone telephone and a **toll-free** number accessible throughout the United States, providers/dictators call into our central dictation system (Dictaphone *Enterprise Express* System, a **digital system**). The system will audibly prompt the caller through the information to be entered. For instance, the first thing the caller will hear is, "Thank you for calling the Enterprise Express voice system. Enter your User ID, followed by the pound key." Upon properly entering the ID number, the caller will then be prompted with "Enter work type, followed by the pound key." Upon properly entering the work type, the caller will be prompted with "Enter patient number followed by the pound key." After properly entering the patient number, the caller will hear a tone indicating that the system is ready to receive dictation. When the dictation is completed, the provider/dictator may either begin a new report or log off of the system. Upon completion of the dictation, the provider/dictator enters the exit code. The system will automatically give the provider/dictator the Job ID Number for each report. It is a unique number. That unique number specifically identifies each separate report called in, and the dictator may use this Job ID Number for reference or tracking purposes.

The dictation system automatically enters the report identifying information into a database system that is used to control the work assignment. The information entered into the database includes the dictator's ID number, the date and time called in, the

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work type, the claimant number, the length of the dictation, and several other types of administrative data used to control workflow. Through use of its SQL database management system, this system can provide reports indicating when dictation was received and what happened to it.



Multiple callers may access the system at one time. Currently, there may be twenty (20) concurrent accesses to the system, with the ability to easily and quickly expand to sixty-four (64). Additionally, electronic access is virtually unlimited. Board of Review may use as many compatible digital

recorders as they need to securely electronically transfer their digital dictation directly to our Enterprise Express System. Hence, we have more than sufficient dictation capacity to meet or exceed the requirements of this RFQ.



The dictation is not erased upon completion of the transcription. When the report is signed off, it is transferred to a holding system that will maintain the voice recording for the length of time deemed necessary either by prudent work practices or based upon contractual requirements.

Additionally, our central digital dictation system can and does securely receive electronic transfer of compatible digitally recorded dictation files via IP routing. Dictators automatically transmit the compatible digital file to our central dictation system using digital recorders and docking stations attached to online computers. Upon receipt of the file, we have the ability to transcribe the dictation as though it had been called into our system via a toll-free telephone number.

Service agreements with the manufacturer are maintained to ensure the system is available 24/7.

PHASE II - SECURE TRANSCRIPTION SYSTEM

All transcription is performed within the United States of America.

L S Services, Inc., does not view any recorded hearing or dictation as "a problem." We expect that a certain percentage of witnesses or dictators will use slurred speech, speak much faster than normal, take shortcuts, and for those with foreign accents, will have difficulty pronouncing our English words. This is what we expect and are prepared for. We fully realize that this is not a perfect world, and witnesses, judges, lawyers, or dictators do not speak perfectly.

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Our process begins with the supervisor assigning the work to our transcription staff, based upon the priorities established by the Board of Review.

Our transcriptionists use state-of-the-art Gateway Pentium PCs equipped with electronic references, to include Stedman's Electronic Medical Dictionary, Quick Look Electronic Drug Reference, American Heritage Electronic Dictionary and Stedman's SpellChecker for Microsoft Word. The electronic references stay available on-screen through use of separate windows in the Windows operating system and are immediately available. Once accessed, the transcriptionist just has to type in the word the way it sounds and the reference program immediately will either confirm the correctness or offer alternatives to be considered. Also, the references provide definitions that further clarify the correctness of the word/term. This eliminates manually looking up words/terms in books and other hard copy reference material. We also use Black's Law Dictionary as our reference for legal terms.

Our transcriptionists are thoroughly familiar with, and highly trained on, the terminology used in the legal profession, especially unemployment and disability hearings, as well as in the healthcare profession, including all body systems and human anatomy, prescription drugs, and medical, chiropractic and other professional healthcare procedures. Based upon our wealth of both legal and medical transcription, our transcription staff have the ability to transcribe words and comprehend meanings of even the most difficult terminology, whether it be by American or foreign dictators.

Taped and handwritten hearings and reports are logged immediately upon receipt. The log details whom the taped/handwritten hearings and reports are from, the date of the material, the type of hearing or reports, et cetera. The log continues through completion of the hearings or reports and forwarding of them to the Board of Review, along with the tapes and backup data/files.

L S Services, Inc., has on-hand the equipment necessary to manage any tape dictation or handwritten dictation received. We utilize Sony, Panasonic, Lanier, and Dictaphone transcriber units which accommodate both the standard and the micro-cassette tapes. The transcriber units are maintained at the transcriptionist's desk and used when required. We have been managing large volume tape dictation and court reporting for over 10 years.

Formatting of the Transcripts and Decisions/Orders. L S Services, Inc., shall prepare the Board of Review's transcripts and Orders/Decisions using the format and in the manner stated in the RFQ. We have over ten years' experience preparing these types of documents.

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Proofreading. A proofer who has an **MD degree from Marshall University** heads up our proofreading staff. Upon completion of the hearing transcript, decision, or order, it is reviewed in its entirety for quality assurance purposes. The proofreading will include a check for format and completeness. Any and all errors are immediately corrected, and the transcriptionist and supervisor receive feedback so as to avoid similar problems in the future. The proofreader has at his/her disposal the same electronic references as do the transcriptionists. Those electronic references include an electronic medical dictionary, electronic drug reference, electronic English dictionary, and electronic spellchecker, as well as Internet access to medical transcription linked sites via our web site (www.LSServices.com). The proofreader also uses Black's Law Dictionary as the legal terminology reference. Once the QA process has been completed, the report is permanently stored and forwarded to the Administrative Support staff for tracking, printing, and transmitting.

Management personnel also constantly/daily monitor the incoming hearing tapes, dictation, and produced transcripts so as to ensure that everything received is completed and transmitted/mailed within the prescribed time period. Logs are kept to verify this information and to determine our turnaround time for all transcription. Daily staff meetings are held with all supervisors to go over and fine tune processes and procedures. Emphasis is placed on finding better and more efficient methods to perform our transcription so that we continue to provide our clients with world-class services. Repeated problems are not tolerated. Corrective action is taken in a timely manner, to include discharge/replacement of employees, if so required.

Confidentiality/Security. Our transcriptionists are trained in security matters immediately upon hiring, and refresher training is conducted on a routine basis. Transcription staff receive ongoing training and refresher training regarding confidentiality/security so as to ensure their awareness of, and compliance with, the requirements of confidentiality in all the information processed. Additionally, management staff closely monitor all activities to further enhance and ensure that confidentiality of data is strictly adhered to. Our staff are familiar with, trained on, and adhere to the requirements of the Privacy Act.

L S Services' staff will sign a confidentiality statement upon notification of award of this contract. The original copy will be forwarded to the Board of Review prior to beginning of contract. Any new or additional employees shall sign a statement of confidentiality and the original will be forwarded to the Board of Review. L S Services, Inc., hereby agrees that on the termination or expiration of this contract, it will not use any of such data or any material derived from the data for any purpose and, where so instructed by the Board of Review, will destroy or render it unreadable.

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Large Fluctuations in Volume of Work. L S Services, Inc., has the ability to adjust to gross and/or minor changes in workload volume because: 1) all work is accomplished with a staff of nearly 35 transcriptionists, 2) we have experience in and are quite comfortable with managing heavy workloads based upon our other clients, and 3) we utilize the very latest equipment and software which enhance our abilities to produce a world-class product in an efficient manner. The key to our success in adapting to ever-changing workload requirements is our transcription staff of fully-qualified, professional, dedicated, and highly motivated transcriptionists. Additionally, our supervisors are trained to constantly monitor fluctuations in workload and make necessary adjustments in job assignments before they become a problem. We take the proactive approach.

Another key to our success in adapting to fluctuations in workload is in top management keeping in close contact with our clients. L S Services, Inc., makes it a practice to routinely call our clients to discuss the services we are providing and any changes we have seen, request updated information from the client, and offer our assistance where it is needed. We do not sit back and wait for something to happen. From the very beginning we establish and maintain a good working relationship with our client key personnel and go out of our way to ensure that we understand what is required and expected.

Quality control.

L S Services, Inc., has developed system checks and double checks to ensure that the dictation received is, in fact, transcribed and delivered to the correct location. We accomplish this through a well-defined process.

Step 1. Transcription work is assigned to transcriptionists only by well-trained and seasoned supervisors.

Step 2. Tracking data are automatically entered into our database management tracking system upon preparation.

Step 3. Tracking logs are maintained which give the exact location the transcript or document is in the transcription cycle.

Step 4. Completed transcripts and documents are proofread and returned to the supervisor and transcriptionist.

Step 5. Database audit trail documents are matched against the listing of electronic files to ensure there is an exact match.

Step 6. Backups of all transcripts and documents and database information are automated and occur every 15 minutes throughout the day.

Step 7. Daily transmittal sheets are produced and maintained in the office. These sheets list all documents forwarded to our clients each day.

Step 8. Comeback copies and receipts are maintained for daily deliveries.

Step 9. Completed transcripts and documents are matched to the database

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tracking information to ensure that what was closed out and signed off was actually transcribed.

Step 10. The transmittal letters form the basis of our invoicing system, thereby assuring that the client is billed only for what was completed.

Step 11. Quality control meetings are held both in the office and with our clients to ensure everyone can discuss issues and has a part in resolving problems.

This system give us a total procedure review, brings us together as a team working on the process, and includes our client as an active participant in the quality review process. The Board of Review will be asked to participate in such review processes. Ours is truly a team approach.

PHASE III - SECURE DELIVERY PROCEDURES

L S Services, Inc., shall continue to personally deliver completed transcripts, tapes, and back-up data. The time and location of such delivery shall be as required by the Board of Review. Each delivery will include a transmittal sheet, which details the documents that are attached.

Encrypted electronic mail shall be used to transmit electronic files to the Board of Review. The encrypted electronic mail will contain a Daily Transmittal Sheet, which indexes the decisions/orders first by dictator and then sub-indexes by claimant last name, along with the transcribed documents. We utilize an encryption program that encrypts the documents and transmittal sheets and places them in a DataSafe that requires a "combination" to open the safe. The documents locked in the safe are not accessible to anyone other than the intended recipient. The safes are electronically mailed to the recipient, and only the recipient has the password/ combination to open the safe. This process ensures that the data is received by and reviewed by only the intended recipient. Tests are performed before we enter into production, so as to ensure the system is functioning properly and securely to the satisfaction of the Board of Review.

Additionally, as an alternate method of delivery, we have the ability to set up a secure download of the encrypted files from our secure web site. The Board of Review will be given an address to use on our web site, along with a user name and password.

Once at that secure portion of our web site, the Board of Review staff will be able to automatically download the encrypted files to their computer, and from that point forward the processing will be the same as with electronic mail. The encrypted file program will automatically place the MS Word files in the directory selected.

The DataSafe files are self-executing; therefore, the recipient does not require additional software installed on the receiving computer. When the recipient supplies the appropriate combination/password, the DataSafe program will automatically

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download the files contained within the safe to the folder/directory designated by the recipient. In other words, you can direct exactly where the files go on your system.

Once the contents of the DataSafe have been copied to the appropriate folder/directory, they are available as any other MS Word file would be. L S Services, Inc., transcribes using MS Word 2000, which saves the files in the MS Word 97 format, or lower versions if required.

A sample layout for a Daily Transmittal Sheet is as follows:

SAMPLE					
State of West Virginia					
Bureau of Employment Programs					
Board of Review					
DAILY TRANSMITTAL SHEET					
11/30/2003					
DICTATOR	DATE OF DICT	CLMT NAME	CLAIM #	PAGES	FILENAME
DIXON	11/29/03	JONES	111223333 7		DIXON115221
	11/29/03	SMITH	222334444 5		DIXON115222
JONES	11/29/03	SAMUELS	333445555 4		JONES115290
GRAFF	11/29/03	SIMPKINS	444556666 10		GRAFF115309
TOTAL PAGES: 26					

This method provides for accurate and efficient verification that all documents were received. Someone need only check them off utilizing the Daily Transmittal Sheet.

PHASE IV - INVOICING SYSTEM WITH AUDIT TRAIL

L S Services agrees to invoice only for typed pages. L S Services uses a database management system to track all of its transcription. The documents are automatically entered into the database as they are prepared. The database has fields which identify the date typed, date of hearing, hearing officer, transcriptionist, claimant identification information, and other information necessary for administration of our system for tracking and invoicing. It is through this database system that we have the ability to immediately respond to questions regarding the status of completed documents, i.e., when was the document completed, when was it

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transmitted/printed/mailed, et cetera. With this information, we can find previously transcribed documents and reprint them, if so requested.

The invoices will be prepared utilizing the Daily Transmittal Sheets, which contain the audit trail information, as supporting documentation. In other words, attached to each invoice will be the Daily Transmittal Sheets which cover each day listed on the invoice. This procedure ensures that the Board of Review can audit any and all invoices received, right down to the individual hearing. The total amount being invoiced is simply the line count total from the Daily Transmittal Sheets for that period of time.

The electronic files shall be maintained for whatever period of time the Board of Review requires. At the end of the retention period, L S Services, Inc., shall destroy (erase/shred) all electronic data and related documents that have been transcribed in the normal course of business, unless instructed otherwise by the Board of Review.

Searchable Database System

A searchable database program for legal research use shall be provided as stated in the RFQ. It has the functionality required, to include searching all decisions and transcripts available on either a Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a highlighted display of the searched words within the file. The information may be stored on State equipment and accessed via state-owned PCs that the user currently has. In other words, we will provide the database program and information files. State employees utilizing state-owned equipment linked to the state-owned server that contains the searchable information will perform legal research.

The information necessary to perform the search will come from the transcribed hearings and decisions. The files containing all the information to be searched will be initially downloaded onto a state-owned server. L S Services can provide several years of transcribed hearings to begin the database. This should provide a solid beginning for using this database program. Updating of the database information may be scheduled at the discretion of the Board of Review. L S Services can provide our final files for update on a weekly, monthly, or quarterly basis. Board of Review will have to provide the final files of the decisions or orders for adding to the searchable database, since they will have the final version of the decision or order. If that information may be provided to L S Services, we may perform the set up for the update.

Keyword Index.

L S Services, Inc., contracted with Microsoft Corporation to have a program prepared to meet this requirement. The program has been written and provided to us.

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It provides a printout of the words in a document, listed alphabetically and detailing the page and line numbers for each word, as required by the RFQ. A copy of the keyword index will be provided along with each hearing transcript.

Prior Experience/References.

L S Services, Inc., has provided legal and medical transcription services for over ten years. We have the personnel, equipment, and secure facilities to immediately assume the scope of work envisioned in this bid. For over ten years, L S Services, Inc., has provided both legal and medical transcription services, along with court reporter services, throughout the United States. Our capacity to perform is greatly enhanced through our use highly trained and motivated transcriptionists. Because of this, we can quickly and accurately make changes to processes, provide superior quality training, and safeguard confidential claimant/patient information. L S Services, Inc., is an established firm recognized for its capacity to perform. Our client listing includes Federal and State agencies, to include Unemployment Offices, Workers' Compensation Offices, hospitals, clinics, and private practitioners.

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The following is provided as our list of references. Please feel free to contact the POC for a candid assessment of our past performance.

LOCATION	WORKLOAD PER YEAR	TIME PERIOD	SUMMARY
WORKFORCE WEST VIRGINIA, Board of Review (Unemployment) Charleston, WV POC Pam Dempsey (800) 635-0189	Approx 32,000 pages for hearings. Approx 12,500 pages for Decisions.	Three year contract. Initially began this work in 1996. Awarded a third three-year contract upon rebid. We recently entered our tenth year of providing services.	Transcribe unemployment hearings from recorded tapes and return to the Board of Review within one week. Hearings average approx one (1) hour and include examination of witnesses as well as introduction of documentary evidence. Printing includes standard page and four-to-a-page. Additionally, teledictation via a toll-free telephone number into our central digital dictation system. Transcription of decisions and orders regarding workers' compensation benefits cases involving a high incidence of medical terminology. Turnaround times of 48 hours to 5 days, depending on the work type.

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<p>WEST VIRGINIA INSURANCE COMMISSION Office of Judges, Charleston, WV POC Judge Ann Rodak (304) 558-5110</p>	<p>Approx 54,000 pages for hearings. Approx 45,000 pages for Decisions and Orders.</p>	<p>Three-year contract. Initially began this work in 1996. Awarded a third three-year contract upon rebid. We recently entered our tenth year of providing services.</p>	<p>Transcription of multi-voice cassette tapes of administrative hearings held throughout the State of West Virginia. Also, transcription of Occupational Pneumoconiosis Board proceedings involving a high incidence of medical terminology, including x-ray interpretation. Additionally, teledictation via a toll-free telephone number into our central digital dictation system. Transcription of decisions and orders regarding workers' compensation benefits cases involving a high incidence of medical terminology. Turnaround times of 48 hours to 5 days, depending on the work type.</p>
<p>STATE OF OREGON EMPLOYMENT DEPARTMENT Salem, OR POC Anne Kinsey (503) 947-1515</p>	<p>Approx 125,000 pages</p>	<p>Five-year contract starting 4/2002</p>	<p>Transcription of multi-voice digitally recorded unemployment, tax and transportation hearings held throughout the State of Oregon.</p>
<p>STATE OF UTAH WORKFORCE SERVICES – UNEMPLOYMENT COMPENSATION Salt Lake City, UT POC Connie Dumas (801) 526-9652</p>	<p>Approx 11,000 pages</p>	<p>Three-year contract starting 4/2003</p>	<p>Transcription of multi-voice cassette tapes of unemployment hearings held throughout the State of Utah.</p>

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<p>WELCH COMMUNITY HOSPITAL Welch, WV POC Shirley Riffe (304) 436-8642</p>	<p>Approx. 700,000 lines</p>	<p>Three-year contract began in July 2004. Recently entered our sixth year of providing services.</p>	<p>Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire hospital medical reports, which includes the full range of hospital reports, to include operative reports, emergency room reports, x-ray reports, pathology reports, et cetera. Delivery is via our computer and printer physically located within the hospital and via direct networking with the hospital's system. Turnaround times of 24 hours or less, 7 days a week.</p>
<p>THOMAS MEMORIAL HOSPITAL Charleston, WV POC Debbie Bennett (304) 766-5383</p>	<p>Approx 1,000,000 lines per year</p>	<p>Open-ended contract. Initially began this work in 2002.</p>	<p>Teledictation of hospital medical reports, which includes emergency room reports and discharge summaries. We connect to their system via a secure Cisco VPN connection and transcribe directly into their system. Turnaround times of 24 hours or less</p>
<p>VALLEY HEALTH SYSTEMS Various offices throughout West Virginia, Ohio, and Kentucky. POC Mandi Pitsenbarger (304) 525-3334</p>	<p>Approximately 500,000 lines</p>	<p>Open-ended contract since 2000.</p>	<p>Teledictation via a toll-free telephone number and via <u>electronic transfer of digitally recorded voice files</u> into our central digital dictation system, along with cassette tapes hand-carried to our office by courier. Transcription of the full range of medical/clinical reports. Delivery is to the various clinics throughout West Virginia, Ohio, and Kentucky via encrypted electronic mail. Turnaround time of 24 hours or less.</p>

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CONNECTICUT DEPT. OF VETERANS AFFAIRS, Rocky Hill, CT (POC) Angela James (860) 721- 5910	Approximately 5,000 pages per year	Open-ended contract. Began work in September 2000. Have entered our seventh year of providing service.	Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire hospital medical reports, which includes the full range of hospital reports, to include operative reports, emergency room reports, x-ray reports, pathology reports, et cetera. Delivery is via encrypted electronic mail directly to the Medical Records Department. Turnaround times of 24 hours or less, 7 days a week.
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Personnel.

Technical staff. We employ an administrative support unit that includes people with computer technology certificates, database administrators, a web site designer, and administration experts.

Transcription/Proofreading Staff. L S Services has a staff of 35 transcriptionists. This number has been the average for nearly six years. Our transcription staff is led by a Certified Medical Transcriptionist certified by the American Association for Medical Transcription (AAMT). From among our staff we have people who have been transcribing for over ten years; have completed a master's degree in English; have seven years' experience, along with nursing classes at a local university; was a supervising transcriptionist in the Medical Records Department of a local major hospital for more than eight years; or is an x-ray technician. Additionally, one transcriptionist is an experienced emergency room and cardiology nurse with many years of hospital experience. Each is fully qualified to perform the individual function assigned. The majority of our staff has been with us for three or more years.

Many of the transcriptionists are continuing their education through college attendance, and several have nearly completed their bachelor's degree in the medical administrative support services area. We have professional staff who have experience and training in both the medical and legal fields. The depth of experience includes the entire range of legal and medical hearings and reports, including Unemployment Compensation and Workers' Compensation hearings, along with Social Security Disability examinations, the various hospital/medical subspecialties, such as, cardiology, endocrinology, gastroenterology, oncology, orthopedics, urology, pathology,

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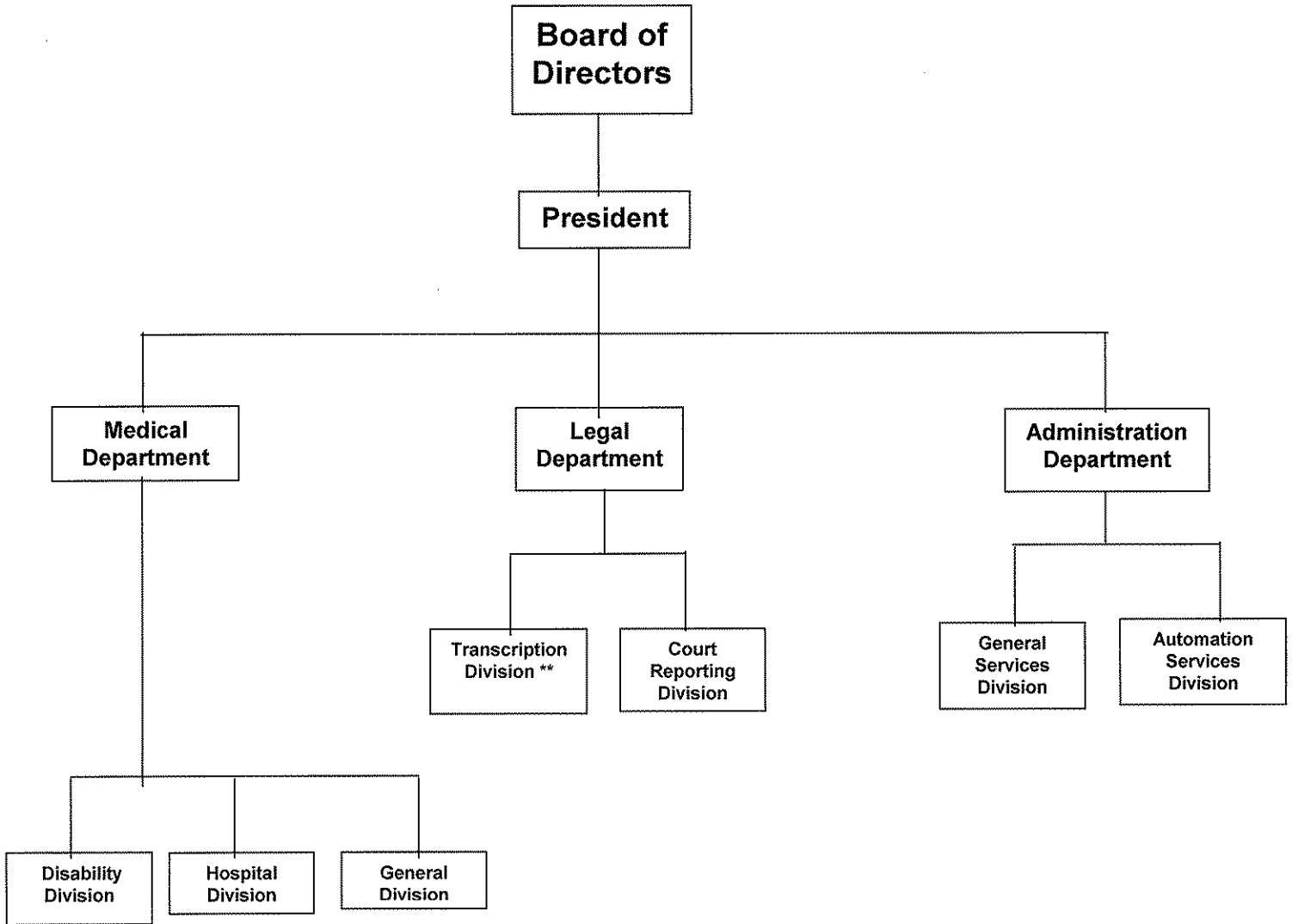
vascular, radiology, psychiatry, pulmonary, and nephrology, along with Federal disability Board of Review reports, as well as transcription of legal proceedings, such as, depositions, hearings, arbitrations, and trials.

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Organization Chart.

The following is our office organization chart:



** Board of Review project will remain within the Transcription Division of the Legal Department

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Management Staff.

Management of this work will be performed by Luther D. Runyon on a full-time basis. He is qualified in medical and legal transcription/court reporting functions, as well as overall management experience and training. He has over 20 years' experience in managing small and large office staff, consistently involved with sensitive and confidential material. He has nearly 15 years' experience in the United States Army, to include four years' experience in Washington, D.C., culminating with two years' service as the Legal Administrator for The Judge Advocate General of the Army, responsible for management and administrative support functions of the largest legal services office in the world, with offices through the United States and overseas. These duties included supervising classified documents control, up to and including top secret documents, as well as providing automation/computer support. He has supervised many court reporters, transcriptionists, legal specialists, budget analysts, and secretaries in the performance of confidential, time-sensitive materials. He is thoroughly familiar with, and has set up many of, the control systems that ensure all the work product is timely, efficient, and of outstanding quality. He has attended many conferences on effective management, has instructed in such conferences, and has developed and presented management courses to other managers, to include developing and presenting such courses at The Judge Advocate General's School at the University of Virginia, Charlottesville, Virginia. Mr. Runyon is also well-versed and well-trained in automation functions, to include UNIX, SQL, and automation connectivity protocols. He has owned and operated a transcription/court reporting business since 1992.

Administrative management will also be performed by Susan J. Runyon. She handles the financial, legal, and liaison functions with the corporate accountant and attorney, manages the budgetary functions for the office, and processes and controls the invoicing for the corporation. She has an associate's degree in management and has been operating her own business for over five years.

Hiring Procedures for Additional Staff.

Our standard operating procedures for hiring additional personnel include regular advertising in both local and surrounding areas but primarily in Huntington, West Virginia, along with routine receipt of applications for employment based upon our advertising and via our web site on-line application form, as well as nearly daily interviewing and testing of potential employees. This, coupled with ongoing training and mentoring of our current staff, ensures we maintain the depth and flexibility necessary to meet our constantly changing workload. We currently have on file interview paperwork from a sufficient number of applicants that, should your volume of work increase, we are confident we have the ability to ramp up to the necessary number of staff quickly. We have on hand sufficient employees to perform the work.

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Before making an offer of employment, we require completion of in-depth application forms which provide total disclosure of previous employment, training, and education, and completion of a reference release form to send to previous employers. Also, at that time, the applicant must take English grammar and legal/medical terminology written tests. Upon completion of the application forms and the written tests, a transcription test is administered which covers the full range of legal and medical hearings and reports. Based upon the results of that testing, the applicant may or may not receive a personal interview. For those applicants who do well on all phases of the application process and testing, an employment interview is scheduled, which includes a personal interview by the President of the corporation. The application forms, test results, and interview notes are then reviewed by our employment committee. Approval by the committee could result in an offer of employment, should there be a vacancy. As you can see, we are tightly focused on the hiring process and go to great lengths to find and employ only the best transcriptionists available.

Our on-site staff is cross-trained and receives ongoing training in all areas of transcription, both legal and medical. We have seen swings in transcription workload as high as 100% increase from one month to another, and have been able to make the adjustments while meeting our clients' demands.

As an extra buffer, L S Services, Inc., conducts an on-site training program offered to those applicants who have the abilities to do the work but just need the extra training and experience before being hired as a transcriptionist. Also, L S Services, Inc., provides on-site training to students enrolled in local transcription courses. This training is a part of their course curriculum and is required for successful completion.

Employee benefits. L S Services, Inc., offers its employees many benefits found only in much larger corporations, such as, full medical care insurance (including hospitalization, dental, vision, and life insurance), paid holidays and vacations, free training, and advancement opportunities that lead to supervisor positions.

Office Space and Facilities.

Security is our primary concern. The 10,000 square foot brick building owned by L S Services, Inc., is secured by means of access codes and surveillance cameras, as well as automated alarming via a central station service. L S Services ensures that every necessary precaution is taken to safeguard all information, to include employing only on-site transcriptionists.

L S Services is located in South Point, Ohio, in its own 10,000 square foot, single occupancy office building. Entry is



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through a secure front door opening to a foyer/lobby area. Further access is not permitted past the lobby without either being an employee or being escorted into the work areas. Security is a key element to our operations, and security training is conducted on a routine basis.

The office entrances are monitored via electronic surveillance, 24 hours a day. The electronic surveillance includes both door/window monitors and motion detectors. When the office is unmanned, which is not the norm, the electronic surveillance system will alert the local sheriff of any unauthorized access, who responds within minutes, and will alert the management/owners, all within 15 seconds of an alarm being activated. Should anyone illegally gain entry, in addition to the silent alerting of the sheriff and others, there is an audible loud, shrill alarm that is immediately triggered.

The first entry area into the building is into a foyer. Further entry requires passage through another locked door. In other words, there are two locked doors to go through before entering into the work area, an outside door and an inside door.

The central digital dictation system is behind another locked door.

The Ohio State Patrol office is within one mile of the office. The local police office is within two miles of the office. Security checks are performed routinely when the building is not manned.

Additionally, our automation and transcription/dictation equipment are protected through surge and lightening protectors, as well as through the use of an uninterrupted power supply that provides for normal shutting down of equipment should the building power supply be interrupted, an added security measure against loss of data.



Cameras have also been installed throughout the facility to enhance our security functions. The cameras are connected to a 24-hour recorder that records all activity on videocassette tapes.

There has never been a breach of security, physical or otherwise, in L S Services' offices.

The manager has supervised classified documents control, up to and including top secret documents, for over 15 years in the federal government, as well as supervised automation/computer security. Personnel files are maintained in a locked/secure area. Transcribed reports are mailed as quickly as possible to eliminate

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access to printed sensitive documents left over from the previous day. Automation systems all have controlled access.

Our system checks and double-checks are set up so as to ensure documents go only where they are intended.

We maintain a 24-hour monitoring system through use of modems and dedicated telephone lines. The system automatically notifies the manufacturer when there is a suspected problem, and through use of a remote access system, the manufacturer's technical department in Florida accesses the dictation system, assesses the reported problem, and if necessary may make adjustments/repairs on the spot or calls in a local technician, who is located only minutes away.

The system uses mirrored hard drives to ensure that if one has a problem, there is a duplicate recording/record on another.

Additionally, we have installed a UPS system that will keep our on-site, state-of-the-art digital dictation system alive during any emergency power outage and, if necessary, will shut the system down properly so as to avoid any loss of dictation/information. Should a problem occur where the system has a need to shut down, the SOS system will also alert the manufacturer's technical department and our management staff so that remedial action may be taken immediately.

Finally, if for some reason a temporary need would occur to require our digital dictation system to be temporarily out of service, the local manufacturer's technical representative will immediately install another comparable system for us to use. There will be no change to the way reports are dictated and transcribed. The provider/dictator will not know that a change has occurred.

Equipment.

We utilize only state-of-the-art equipment, which includes secure connectivity hardware and software. Because of our commitment to provide 24/7 teledictation and transcription services to our clients, our systems are the most reliable, not the cheapest available. For instance, our T-1 telephone service has proven to be the most reliable. There are other less expensive telephone providers, but none as tried and true for reliability and quality. We also utilize an in-house Mitel telephone switch to control our communications processes, a world leader in telephone switches. Further, our computer systems are all state-of-the-art Gateway Pentium PCs, networked via 3Com 10/100 hubs, and Cisco PIX firewalls. Again, not the cheapest, but the most reliable and the highest quality.

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Service Agreements. L S Services, Inc., has always maintained appropriate service agreements with all of its primary vendors so that we may ensure 24/7 availability to our clients. Additionally, we maintain on-site technical staff qualified in all the major areas who perform equipment maintenance, backup, and service not requiring a manufacturer service tech. We have the in-house ability to load/reload software, test and repair component parts, replace defective parts, and maintain a spare part/spare system inventory. Our equipment will be maintained so as to ensure that any problems are corrected within one working day or less, and this includes the associated software and peripheral systems.

Pricing.

L S Services, Inc., hereby submits its pricing on the appropriate page included within the RFQ document.

AGENCY _____

RFQ/RFP# BEP07050

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, LS SERVICES, INC. of P.O. Box 1153, South Point, OH. 45680, as Principal, and OHIO CASUALTY INSURANCE COMPANY of 9450 Seward Road,, Fairfield, OH. 45014, a corporation organized and existing under the laws of the State of Ohio, with its principal office in the City of Fairfield, OH., as Surety, are held and firmly bound unto The State of West Virginia, as Obligea, in the penal sum of THREE THOUSAND DOLLAR (\$ 3,000.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for BEP07050, TRANSCRIPTION/TYPING SERVICE, BUREAU OF EMPLOYMENT PROGRAMS

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligea may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this 27th day of November, 2006.

Principal Corporate Seal

LS SERVICES, INC.
(Name of Principal)

By [Signature] LUTHER RUMW
(Must be President or Vice President)

President
Title

Surety Corporate Seal

OHIO CASUALTY INSURANCE COMPANY
(Name of Surety)

By [Signature]
Attorney-in-Fact
THOMAS H. VOELTZ

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached,

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 35-352

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: Thomas C. Phipps, Thomas H. Voeltz or J. Michael Wellman of Ashland, Kentucky its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 28th day of November, 2000.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 28th day of November, 2000 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.
IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 27th day of November 2006



Mark E. Schmidt

Assistant Secretary

AGENCY _____

RFQ/RFP# BEPO7050

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, LS SERVICES, INC. of P.O. Box 1153, South Point, OH. 45680, as Principal, and OHIO CASUALTY INSURANCE COMPANY of 9450 Seward Road, Fairfield, OH. 45014, a corporation organized and existing under the laws of the State of Ohio, with its principal office in the City of Fairfield, OH., as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of THREE THOUSAND DOLLAR (\$ 3,000.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for BEPO7050, TRANSCRIPTION/TYPING SERVICE, BUREAU OF EMPLOYMENT PROGRAMS.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this 27th day of November, 2006.

Principal Corporate Seal

LS SERVICES, INC.
(Name of Principal)

By [Signature] LUTHER RUMON
(Must be President or Vice President)

President
Title

Surety Corporate Seal

OHIO CASUALTY INSURANCE COMPANY
(Name of Surety)

By [Signature]
Attorney-in-Fact
THOMAS H. VOELTZ

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached,

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 35-352

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: Thomas C. Phipps, Thomas H. Voeltz or J. Michael Wellman of Ashland, Kentucky its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE MILLION (\$5,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 28th day of November, 2000.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 28th day of November, 2000 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.
IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 27th day of November 2006



Mark S. Schmidt

Assistant Secretary



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
 BEP07050

PAGE
 1

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

VENDOR

*308145108 740-377-9411
 LS SERVICES INC
 PO BOX 1153
 SOUTH POINT OH 45680

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 5501 FED-UC BOARD OF REVIEW
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-2634

DATE PRINTED 11/09/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>1. QUESTIONS AND ANSWERS 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION.</p> <p>QUESTION: WILL THERE STILL BE A REQUIREMENT TO PICK UP AND DROP OFF HEARING TAPES AND HEARING TRANSCRIPTS TWICE A WEEK, AS IS THE CURRENT PRACTICE? RESPONSE: YES</p> <p>QUESTION: WE NOTICE THERE IS NO SEPARATE LINE PRICING FOR 1) THE INDEXED PAGES OR FOR 2) THE SEARCHABLE DATA BASE PROGRAM. SHOULD BOTH OF THOSE COSTS BE INCLUDED IN THE PER PAGE COST OF THE HEARING TRANSCRIPT? RESPONSE: YES</p> <p>QUESTION: IS THIS RFQ TO BE A BIDDING PROCESS WHERE THE SELECTION WILL BE MADE BASED UPON LOWEST COST ONLY? RESPONSE: THE RFQ REQUIRES 5 YEAR EXPERIENCE DOING THIS TYPE OF WORK. THE BID WILL BE AWARDED TO THE LOWEST BIDDER.</p> <p>*****END OF ADDENDUM NO. 1*****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>SR</i> President	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

Vendor: _____
Spending Unit: _____

003
Requisition No.: BEP 07050

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

- Addendum No.'s:**
- No. 1 P
 - No. 2 _____
 - No. 3 _____
 - No. 4 _____
 - No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Jeffery President
Signature
LS Services, Inc.
Company
11-21-06
Date

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: L S Services, Inc.

Signed: [Signature]
Title: President

Date: 11-21-06

A F F I D A V I T**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 owned 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: LS Services, Inc.

Authorized Signature: [Signature] President Date: 11-21-06



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
 BEP07050

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

L S SERVICES, INC.
Med/Legal Transcription
P.O. Box 1153
South Point, OH 45680

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 5501FED-UC BOARD OF REVIEW

 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-72		
<p>TRANSCRIPTION \ TYPING SERVICE</p> <p style="text-align: center;">REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORK FORCE WEST VIRGINIA, BOARD OF REVIEW, IS SOLICITING BIDS FOR COMPETENT, EXPERIENCED AND QUALIFIED VENDOR TO SUBMIT QUOTATIONS FOR CONTRACT FOR TRANSCRIPTION AND DECISION TYPING SERVICE PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY, NOVEMBER 2, 2006 AT 2 PM AT AGENCY'S LOCATION AT 1321 PLAZA EAST CHARLESTON, WV 25301. VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX 304-558-4115 OR VIA EMAIL AT KFERRELLO@WVADMIN.GOV. DEADLINE FOR QUESTIONS IS NOVEMBER 8, 2006 AT 5PM. ALL QUESTIONS RECEIVED BEFORE THE NOVEMBER 8TH DEADLINE (IF ANY) WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID SUBMISSION MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SEE PAGE 17

SIGNATURE <i>KRISTA FERRELL</i>	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-16081015	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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
 BEP07050

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 2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

LS SERVICE, INC.
 Med/Legal Transcription
 P.O. Box 1153
 South Point, OH 45680

VENDOR

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 5501 FED-UC BOARD OF REVIEW

1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

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BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 BEP07050

PAGE
 5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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P.O. Box 1153
South Point, OH 45680

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 5501 FED-UC BOARD OF REVIEW

 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-221-0244	DATE 11-21-06
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

RFQ NUMBER
BEP07050

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6

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 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BIDDER: _____</p> <p>DATE: _____</p> <p>SIGNED: _____</p> <p>TITLE: _____</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.			
SIGNATURE 	TELEPHONE 800-221-0244	DATE 11-21-06	
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
 BEP07050

PAGE
 7

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 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KF-21 RFQ. NO.: BEP07050 BID OPENING DATE: NOVEMBER 27, 2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 740-377-4559 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- LUTHER "Brad" Runyon -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800-221-0244 DATE: 11-21-06
 TITLE: President FEIN: 31-1608615 ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
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 25301-1400 558-2634

DATE PRINTED 10/19/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BEP07050 ***** TOTAL						SEE PAGE 17

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 800-221-8244	DATE 11-21-06	
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE	

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

REQUEST FOR QUOTE

(WORKFORCE West Virginia - RFQ# BEP07050)

1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the agency, WORKFORCE West Virginia, which consists of the Bureau of Employment Programs and the Governor's Workforce Investment Division, Board of Review is requesting quotes from qualified vendors to provide transcription and decision typing services. The successful vendor will transcribe, from cassette tapes, or digital recordings, hearings conducted by the Board of Review. The board conducts hearings regarding disputed WORKFORCE West Virginia Bureau of Employment Programs claims as well as hearing appeals to decisions in unemployment benefit cases made by the Unemployment Compensation Division. The Board of Review conducts hearings, receives evidence, and issues written decisions regarding these claims. The successful vendor shall have the ability to securely transfer electronically the transcribed documents to Board of Review for printing at their location.

1.2 Project:

Transcribing of Hearings – The Board of Review conducts hearings that are recorded on cassette tape or digital recording to be transcribed. The specific number of hearings held varies from month to month. The Board of Review estimates 700 hearings to be transcribed per month.

Transcripts shall be typed in the following manner:

- The first page shall have 1" margin
- All subsequent pages shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on left and 5/8" margin on the right side.
- Single spacing Questions and Answer format
- Arial 12 point Font type and size
- Index of Direct, Cross, Redirect, Recross, etc. on second page
- Certification on last page
- Header with claimant name and claim number
- The first typing line is line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
- Index of key words at the end of the transcript.

The completed transcripts shall be printed on 8.5" by 11", 20#, White Bond as "mini-pages" using four-to-a-page formatting compatible with existing MS Word 2000.

Typing of Decisions/Orders – Approximately 4,500 decisions are issued by the Board of Review per year. They have approximately seven individuals holding hearings and dictating decisions. These decisions vary in length from two (2) pages to as many as five (5) pages. A "typical" decision is three (3) pages.

Decisions shall be typed in the following manner:

- The first page shall have a 1" margin at the top.
- All subsequent pages shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the left-hand side and a 3/4" margin on the right hand side of each page .
- The first typing line on page 1 is "7" and shall end at approximately "59", for 52 typing lines on page 1.

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- All subsequent pages shall begin on line "8" and end approximately on line"59" leaving 51 typing lines per page.
- Single-spaced with appropriate paragraphing.
- Arial 12 point Font type and size.

"Standard" decisions are attached to this RFQ for the Board of Review (Attachment A) to show the form of the respective decision/orders. Hearings transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in this format.

The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decision/orders. The Board of Review will update and change the preformatted language as necessary.

The successful bidder must provide toll-free receipt of the dictation of the decisions/orders by employees of the Board of Review. ..

The vendor must have the ability to accommodate the possibility that all decisions/order writers may be dictating simultaneously. A sufficient number of lines shall be available in place to accommodate all employees dictating simultaneously. All cost necessary to accommodate this level of dictation, is a cost of doing business with the agency similar to all other overhead and must be calculated within the vendor's price/cost per page quotation. .

1.3 Inquires

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding Quote submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Buyer
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Fax: (304) 558-4115
 E-Mail: kferrell@wvadmin.gov

Absolutely NO contact shall be made by the vendor with the requesting agency. Violation of this clause may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

1.4 Vendor Registration

Bidders participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Bidder is not required to be a registered Vendor in order to submit a quote, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract. The Vendor Registration and Disclosure Statement can be downloaded at the following State web site: www.state.wv.us/admin/purchase/vrc/pforms.htm.

1.5 Oral Statements or Commitments

Bidders must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between the bidder's representatives and any state personnel are **not** binding. Only that information issued in writing via official addendum is binding.

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1.6 **Rejection of Bids**

The State reserves the right to accept or reject any or all bids, in part or in whole at its discretion. The State reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by the State of bids confers no rights upon the bidder nor obligates the State in any manner.

A contract, based on this RFQ and the bidder's response, may or may not be awarded. Any contract resulting in an award from this RFQ is not valid until properly approved and executed by the Purchasing Division and the Attorney General's Office.

1.7 **Incurring Costs**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare or deliver the bid.

1.8 **Addenda**

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the State to all bidders of record.

1.9 **Independent Price Determination**

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offer or with any competitor.

1.10 **Price Quotations**

The price(s) quoted in the bidder's response will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.11 **Public Record**

1.12.1 All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the documents have been microfilmed.

1.12.2 All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greatest.

1.12.3 The only exemptions to disclosure of information are listed in West Virginia Code 29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of 29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.12 **Schedule of Events**

Release of the RFQ.....	10/20/2006
Mandatory Pre-Bid Meeting.....	11/02/2006
Vendor's Written Questions Submission Deadline.	11/08/2006
Addendum Issued.....	11/14/2006 (approx.)
Bid Opening Date.....	11/27/2006

1.13 **Debt Affidavit**

West Virginia State Code 5A-3-10a(3)(d) requires that all vendors submit an affidavit of debt to Certify that no debts are outstanding and owing to the State of West Virginia. The No Debt Affidavit

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can be downloaded at the following State web site:
www.state.wv.us/admin/purchase/vrc/pforms.htm

1.14 Resident Vendor Preference

West Virginia State 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.15 Special Terms and Conditions

1.15.1 Bid and Performance Bonds – A bid bond equivalent to five (5) percent of the total estimated value must be submitted by the vendor. A performance bond in the amount of \$25,000 must be submitted by the successful vendor. (Note: The total estimated value of this contract is \$60,000)

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the vendor's proposal and the proposal will be considered non-responsive.

2. Scope of Work

2.1 Decisions Orders from Cassette Tapes

The successful vendor will transcribe decision/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment.

If vendor's equipment malfunctions, the equipment must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review. Also, the vendor must be available for in-person pick-up of cassettes each day. The pick up location will be in the Charleston, West Virginia area.

2.2 Searchable Data Base Program

The successful vendor shall maintain and provide to the Board of Review a searchable database program of all transcripts available on either Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a high lighted display of the searched words with the file. For example, all the transcripts with the words "fatal" and "cardiac" will be listed in a directory-style listing and the transcripts will come up one at a time with the keywords fatal and cardiac highlighted every time they appear in each document.

2.3 Electronic Transfer of Document

The vendor must have the ability to electronically mail decisions/transcripts to Board of Review in format compatible with the Board of Review software such as Word 2000.

The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local site within 48 hours of receiving the dictation. For example, a decision dictated by 5:00 p.m. on Friday must be transcribed and returned to the Board of Review no later than 5:00 p.m. on Tuesday. The Vendor selected must indicate the security in place for electronic transfer of information. The vendor must accommodate the requirement of the Board of Review to prioritize the order in which the dictations of decisions are typed.

The successful vendor will retain a "copy" of the electronically transmitted documents for a 45-day period. The successful vendor will provide to the Board of Review the previous month's transcription

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of decisions/orders on a mass magnetic storage device (such as a compact disc) within ten (10) days of the end of each month.

If electronic mail is unavailable for a 24-hour period, the successful vendor shall deliver the transcribed decision/orders to the Board of Review by magnetic mass storage device (such as a compact disc).

2.4 Confidentiality

The successful vendor agrees to keep all dictation of hearings transcripts and decisions/orders, and storage of those materials confidential and as secure as possible.

2.5 Accuracy

The quality of the decisions/orders/transcripts shall be subject to a quality review by the Board of Review. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictation material (either to or from the Board of review and the successful vendor) the contract may be terminated as defined on page 7 of this RFQ. The Board of Review considers three or more errors per page of typed decision/order/transcript to exceed an acceptable level. This includes typing, grammar and English context or spelling errors. If the vendor fails to cure and the contract is terminated, all work in progress shall be delivered to the Board of Review.

2.6 Prioritization

Vendor must accommodate the requirements of the Board of Review to prioritize work and comply with special requests regarding the order in which dictations are transcribed.

2.7 Indexing

The vendor will provide keyword indexing at the end of each transcript. The indexing will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number. For sample, see Attachment B.

2.8 Qualifications

Vendor must have a minimum of five (5) years experience in doing legal and medical transcription.

3. General Terms and Conditions:

By signing and submitting their quotation, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

3.1 Conflict of Interest: Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.2 Prohibition Against Gratuities: Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

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- 3.3 **Certifications Related to Lobbying:** Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

- 3.4 **Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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

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- 3.6 Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.
- 3.7 Compliance with Laws and Regulations:** The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.
- 3.8 Subcontracts/Joint Ventures:** The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of all subcontractors.
- 3.9 Term of Contract & Renewals:** Upon system acceptance, the maintenance/warranty portion of the contract will be added via change order to the contract and be effective upon implementation and acceptance of the system and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract. Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.
- 3.10 Non Appropriation of Funds:** If the agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.
- 3.11 Contract Termination:** The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.
- 3.12 Changes:** If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia

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Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

- 3.13 **Liquidated Damages:** according to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day or \$10.00 per day for each \$1,000 of the purchase order cost, whichever is greater, for failure to meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.
- 3.14 **Record Retention (Access & Confidentiality)** Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access

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4. COST PROPOSAL

	<u>Estimated</u> <u>Annual Pages</u>		<u>Price per</u> <u>Page</u>	=	<u>Cost</u>	
Transcribing Hearings From Cassette Tapes Or *Digital Recordings	<u>30,000</u>	X	<u>\$1.25</u>	=	<u>\$37,500</u>	@
Transcribing Telephone Dictation	<u>7,000</u>	X	<u>\$4.10</u>	=	<u>\$28,700</u>	@

*Note: Digital recordings are not currently being used. However, Board of Review plan using this type of recording during the life of the contract.

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