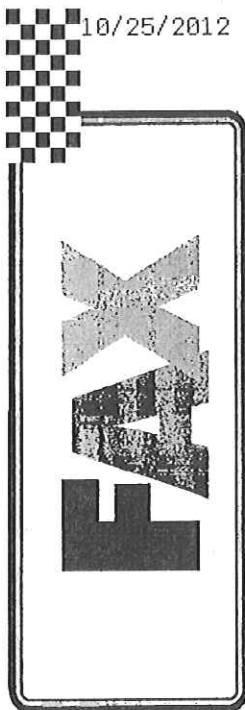


T R A N S M I T T A L



To: Ms. Roberta Wagner **PHONE / EXT:** (304)558-0067

ORGANIZATION: State of West Virginia, Purchasing Div. **LOCATION:** _____

FAX NUMBER(S): (304) 558-3970

FROM: Fred Nehls **EXT:** 206

SEND DATE / TIME: 11/25/2012 12:03 CT

TOTAL PAGES: 2
(INCLUDING THIS COVER PAGE)

SUBJECT: WEH13008, Dictation and Transcription Services for Welch

NOTE

The following page contains our acknowledgment for Addendum 3 for Solicitation WEH13008. Responses are due 11/01/2012, however we have already submitted our sealed and completed technical proposal and pricing. Our submitted packet (sent via FedEx) has the requested separate labeled Cost and Technical envelopes inside, so the FedEx packet may be opened without revealing the contents of our submission.

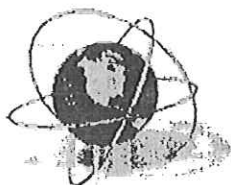
Please include the following Addendum Acknowledgment Form to our submission and kindly confirm your successful reception and acceptance of this form via e-mail to:

FredN@BureauHQ.com

...or fax to the number below. You may also call (x.206) and/or e-mail if you have any additional information, questions or requests.

Thank you,

Fredrick R. Nehls



B.O.S.
BUREAU
of Office Services
CHICAGO, ILLINOIS

HEADQUARTERS
Burr Ridge, Illinois

(630) 323-2600

(630) 522-4173 FAX

www.bureauhq.com

RECEIVED
2012 OCT 25 PM 2:03
WV PURCHASING
DIVISION

PRIVACY NOTICE

The information contained in this transmittal is intended only for the recipient(s) listed above and may be subject to contractual agreements, non-disclosure regulations and privacy laws. If the intended recipient(s) are not immediately available, please place this entire transmittal inside an envelope or other sealed container and place the word "private" and the recipient's name on the outside in preparation for delivery. If the recipient is unknown or if this was received in error, please shred this fax in its entirety and contact us toll-free at your earliest convenience at (800) 5-BUREAU [520-7328]. Thank you.

0005

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Bureau of Office Services, Inc.

Company



Authorized Signature

10/25/2012

Date

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

Revised 6/8/2012

<i>Solicitation N°:</i>	WEH13008
<i>Due Date:</i>	October 25, 2012 1:30 p.m. ET



Medical Dictation and Transcription Services

for the

State of West Virginia
 Department of Health and Human Resources
 Welch Community Hospital

WEST VIRGINIA
 Department of



Technical Proposal

<i>Submitted By</i>			
<i>Bidder:</i>	Bureau of Office Services, Inc.		
<i>Address:</i>	115270 S Jackson Street, Suite 106 Burr Ridge, Illinois 60527-6818		
<i>FEIN:</i>	36 2391254	<i>DUNS:</i>	06 861 8834
		<i>CAGE:</i>	1XQ50
<i>Point of Contact</i>			
<i>Name:</i>	Richard E. Piasecki, President/CEO		
<i>Phone:</i>	630.323.2600; 800.5.BUREAU; X.209		
<i>Fax:</i>	630.522.4173		
<i>E-mail:</i>	RichP@BureauHQ.com		



Contents

I.	Executive Summary.....	1
II.	References	3
III.	Technical Experience and Methods	4
1.	Production Workflow Overview	4
2.	Production Workflow Details.....	4
a.	Media Processing	5
b.	Document Formatting and Processing	6
c.	Secure Delivery	8
3.	Production Personnel	8

Note: Confidential and sensitive information is included which shall be redacted prior to public distribution. These are delimited with red stars (“★”) and redlined text.

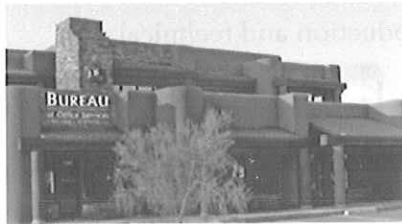


PLEASE PRINT RESPONSIBLY. LOOK FOR THESE SYMBOLS WHEN USING AND PURCHASING PAPER PRODUCTS:



THIS DOCUMENT IS FORMATTED FOR DUPLEX (DOUBLE-SIDED) PRINTING. IF YOU MUST PRINT, PLEASE CONSERVE PAPER AND PRINT ON BOTH SIDES OF THE PAGE.

I. Executive Summary



The Bureau of Office Services (“Bureau”) is a 54-year-old corporation that has provided medical dictation, transcription and document processing services since its inception. Production staff have thorough understanding of a wide range of medical specialties. Our enterprise-scale digital capture, secure servers, encrypted stream processing, database-driven transcription, automated quality assurance, secure delivery and secure reporting protocols are utilized daily by thousands public and private sector healthcare users nation-wide. The Bureau has the experience to accurately continue providing service for Welch Community Hospital (“WCH”) on an ongoing basis. All processing includes secure digital audio transfer, consistent and centralized template-based transcription, statistical quality control, Microsoft® Word document delivery, secure

internet reporting and re-retrieval, media and document storage and secure customer reporting.

Items which distinguish the Bureau from our competitors are:

➤ History

- 54+ years of continuous operation as a professional transcription provider
- Fiscal responsibility and financial stability
- Traditional corporate structure and time-honored policies for leveraging employee compliance and maintaining full systemic production control
- Technology-driven with the very latest industry procedures, standards and systems



➤ Staff

- 100% U.S.-based *direct* employees
- No subcontracting, no independent contractor “employees,” no partner or joint venture companies performing work and no off-shoring of work—sole-source accountability
- Transcription, editing and QA staff that averages over 16 years’ experience
- Decades of historical experience and thorough expertise transcribing every medical specialty in a continuous production environment
- Separate, in-house Quality Assurance (QA) department
- Ongoing as well as verifiably complete and successful 24/7/365 implementations managing high-priority—as low as 1-hour turnaround—multi-role media capture, distribution, transcription, QA, delivery and automated system interface projects
- Singularly accountable Bureau project manager and point-of-contact
- In-house Information Systems (IS/IT) department and help desk
- Separate Data Entry/Interface (DEI) department for planning, developing and managing both simple and sophisticated data integration projects
- Relevant experience with systems, security and technical requirements

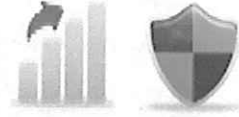


➤ Corporate Policies, Reputation and Standards

- Yearly employment contracts that include a/an:
 - Ethics clause
 - HITECH/HIPAA privacy and security agreement
 - Safe and secure e-mail and internet usage policy



- Provision and security of all equipment and work-related materials
 - Employees use only Bureau-owned systems
 - Updated hard copy and electronic professional reference material (e.g., reference books, dictionaries, style guides, customer-specific guides and web-based references)
- **Certifications, Corporate Security and Training**
 - Up-to-date federal training and certification for all project staff for:
 - Information Security
 - Privacy and protected information
 - ANACI security clearance for administrative, production and technical staff
- **Systems**
 - In-place corporate data center with modern networks, strict security and robust telecommunication services
 - Triple-redundant enterprise broadband internet connectivity with speeds of 50 Mbps, 12 Mbps and 10 Mbps
 - Encrypted, multi-terabyte media, document and data archive capacity which allows for years of secure retention:
 - Media retention and customer review for 1 year or more
 - Document retention, secure retrieval and printing for 1 year or more
 - Secure internet access for 24/7/365 automatic and manual media transfer
 - Meticulous logging of all incoming and outgoing data use events
 - Automatic software, data entry screen and template document updates for staff which ensure uniformity and immediate adherence to ongoing changes
 - Updated anti-virus and anti-malware filtering and real-time system protection
 - Encrypted secondary storage for all servers and workstations
 - PKI-based e-mail with asymmetric, public key encryption
 - Decades of experience processing and implementing transcription projects involving digital media technology, nation-wide toll-free telephone recording, and customer data integration
- **Billing and Tracking**
 - Automated, hands-off billing at the server level that precisely conforms to specifications requiring 65 character line-based billing
 - Automatic, detailed logging of every data access and use event including media transfer, processing, listening, transcription, QA, document view, export and delivery for easily verifiable day-to-day tracking and auditing
 - Secure, encrypted and FIPS-approved internet access to administrative data, documents, detail and summary reporting, access history and other relevant data for authorized WCH staff



II. References

★ CONFIDENTIAL: REDACT TABLE BELOW PRIOR TO PUBLIC DISTRIBUTION ★

1 <i>County of San Bernardino Healthcare (ARMC and all FHCs)</i>			
ADDRESS	400 N. Pepper Avenue Colton, CA 92324	WORK	Dictation Capture Transcription HL7 Interface
PRIMARY CONTACT	Ms. Cynthia Carter	PHONE	(909) 580-0073
PRODUCTION QUANTITY	~35,000,000 lines/year	E-MAIL	carterc @armc.sbcounty.gov

Note: Current Customer

2 <i>Rehabilitation Institute of Chicago and 20+ outlying clinics</i>			
ADDRESS	345 East Superior Chicago, IL 60601	WORK	Dictation Capture Transcription HL7 Interface
PRIMARY CONTACT	Dpty. Chief Tom Christy	PHONE	(312) 238-1282
PRODUCTION QUANTITY	~740,000 lines/year	E-MAIL	mchristian@ric.org

Note: Current Customer

3 <i>U.S. Department of Veterans Affairs (15 hospitals nation wide and over 100 community clinics)</i>			
ADDRESS	Numerous (AL x 3, AZ x 3, CO x 2, FL, GA, IL x 2, SC, UT, WY)	WORK	Dictation Capture Transcription HL7 Interface
PRIMARY CONTACT	Mr. Rufus Gates	PHONE	(706) 773-0188 x.7073
PRODUCTION QUANTITY	~54,000,000 lines/year	E-MAIL	rufus.gates@va.gov

Note: Historical (ex-) customer; VA contracts switched to Service Disabled Veteran-Owned Small Businesses (SDVOSB) in 2010.

4 <i>Welch Community Hospital</i>			
ADDRESS	454 McDowell Street Welch, WV 24801	WORK	Dictation Capture Transcription VPN + File Transfer
PRIMARY CONTACT	Ms. Jennifer Justice	PHONE	(304) 436-8642
PRODUCTION QUANTITY	~380,000 lines/year	E-MAIL	Jennifer.d.justice @wv.gov

Note: Current Customer

★ CONFIDENTIAL: REDACT TABLE ABOVE PRIOR TO PUBLIC DISTRIBUTION ★

III. Technical Experience and Methods

1. Production Workflow Overview

Efficient compliance with solicitation specifications requires the proper infrastructure along with experienced administration and project management capabilities. These functional and procedural items are shown at several points in the proposed media capture, routing, transcription and delivery process. (Figure 1)

★ CONFIDENTIAL: REDACT ARTWORK BELOW PRIOR TO PUBLIC DISTRIBUTION ★

Recording, Transcription, Editing, QA, Delivery and Administration Workflow

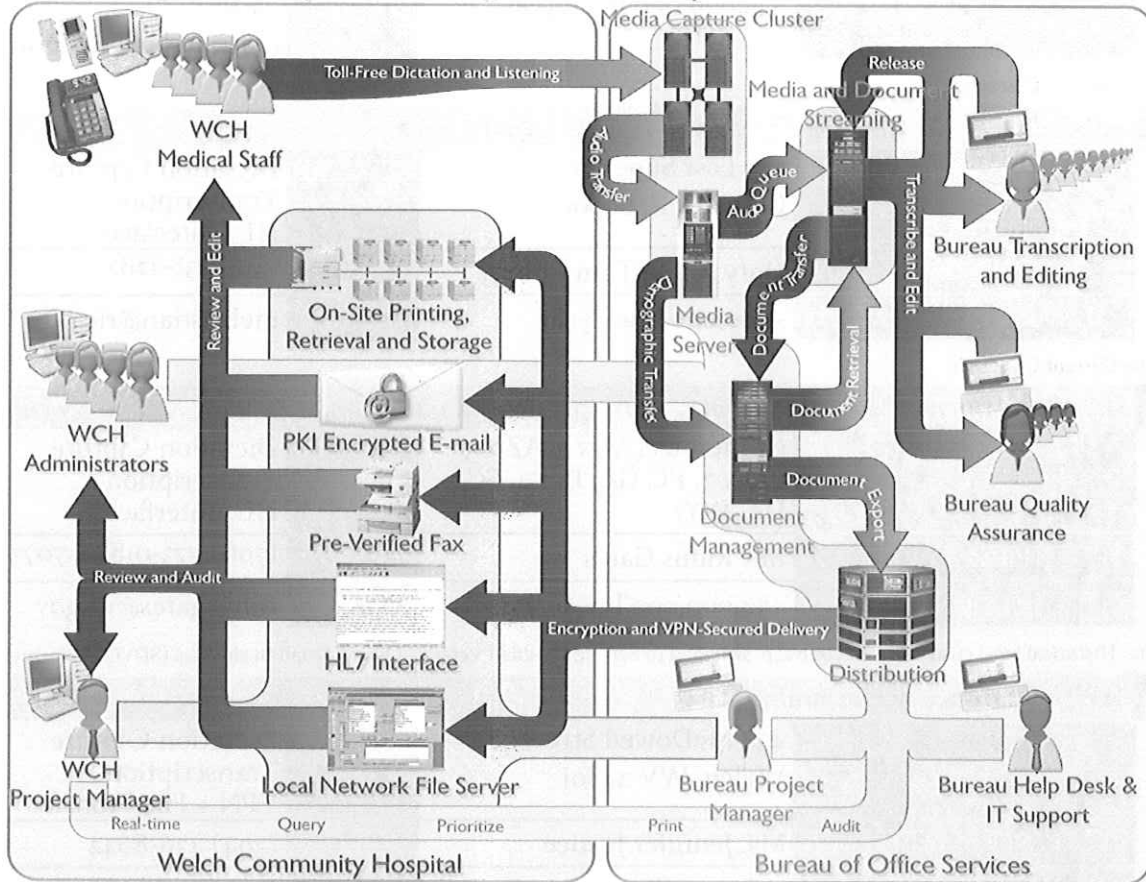


Figure 1, The recording, capture, routing, transcription, QA and delivery workflow process.

★ CONFIDENTIAL: REDACT ARTWORK ABOVE PRIOR TO PUBLIC DISTRIBUTION ★

2. Production Workflow Details

Standards relating to each specification including dictation system features, transcription system features, listening/review features, turnaround time, production quality, adherence to technical format requirements, reporting requirements and billing verification are controlled and managed in the Bureau's automated production platform. This includes the database tracking of media, prioritization of media, routing of media, secure streaming of media, automatic template selection, sampling and routing of completed work to QA, document processing, delivery and billing.

The Bureau is compliant with and has the requisite capability of the items referenced in the *Specifications* section within the solicitation under item 3. *General Requirements*. This includes every numbered item and every numbered sub-item from item 3.1 *Desired Items and Mandatory requirements* through 3.1.1.24.6.8 *Remote Support at any time after the initial*

training. The Bureau provides a complete and compliant package of infrastructure, personnel and services. Further, Welch Community Hospital technical, administrative and medical staff are familiar with the quality-of-product and historical reliability of the Bureau.

a. Recorded Media Processing

The Bureau's production platform has several layers of automated control to ensure recordings are processed in an efficient and timely manner. Administrators and transcriptionists see these recordings in colors which directly correlate to priority and routing. (Figures 2 and 3) The Bureau tracks, routes and dynamically assigns jobs (i.e. digital recordings) using five (5) parameters. (Figure 4)

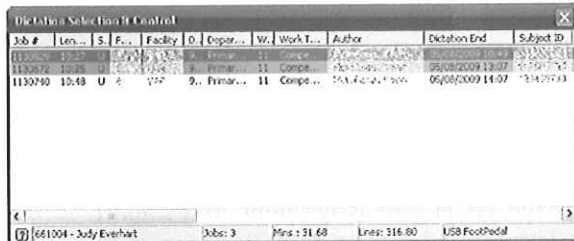


Figure 2, Items awaiting completion are automatically routed and prioritized by several automatically activated parameters. Items can also be manually re-prioritized at any time. These are dynamically sorted and displayed.

workflow throughout the day, seven days a week. They are automatically notified via e-mail, phone and page of items which are approaching or exceeding allowable parameters.

Recordings flagged as priority by the dictating provider or after recording by Bureau or WCH administrative staff are automatically assigned the top priority. The priority level and color will change automatically as they approach a trigger time and/or the contracted turnaround time. (Figure 5)

Additionally, the Bureau's Account Manager assigned to WCH (Ms. Christine Weisbrodt) and the Bureau's production staff monitor

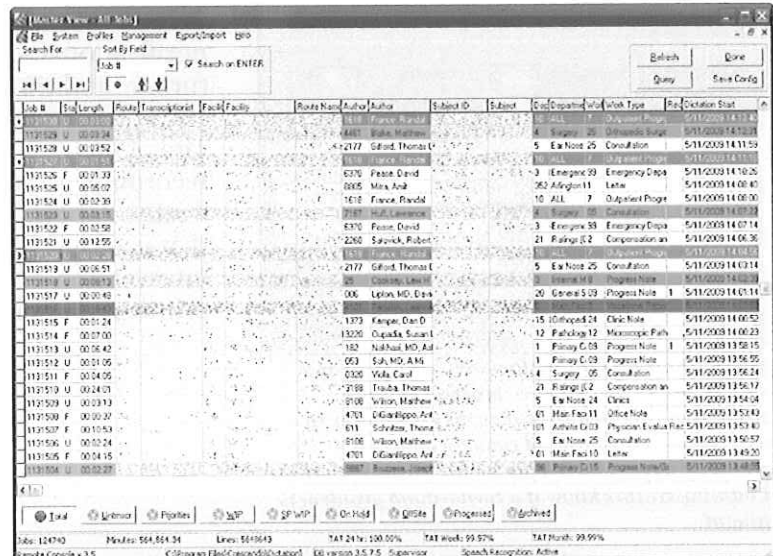


Figure 3, The Master View screen displays details about all jobs or specified jobs (e.g., by author, date(s), report type, index, subject, etc.) in an easy-to-use spreadsheet-like screen. Note: Customer staff are limited to viewing jobs only for their organization or organizational subdivision.

Work Prioritization Options	
Priority and Routing Activation Method	Description
Report Type	Assigned by organizing routing group assignments in individual production staff profiles
Age	Determined dynamically (i.e., <i>current time – time of recording completion</i>)
Trigger Time	Configured for each work type routing group and normally set to between 1/3 and 1/2 turnaround time for normal priority reports and 1/4 turnaround time for higher priority reports
Turnaround Time	Configured for each work type routing group and set to Solicitation specifications
Assigned Priority	Multi-level and assigned by: <ul style="list-style-type: none"> ➤ Author assignment (i.e., designated during or after recording) ➤ Bureau staff or authorized WCH staff assignment after import ➤ Exceeding Trigger or Turnaround Time automatic assignment

Figure 4, Multi-level, automatic routing and prioritization is built-in to the Bureau's workflow process.

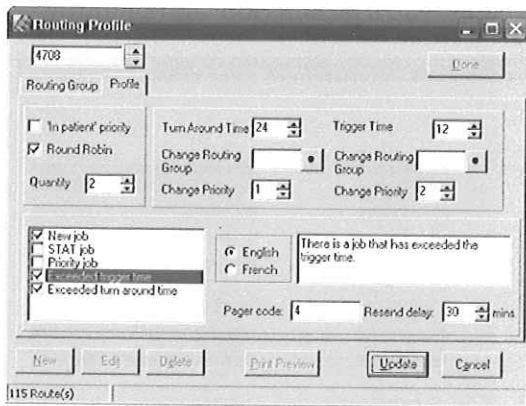


Figure 5, Routing Profiles for each work type or a group of work types ensure recorded jobs are automatically re-prioritized as they get closer to their assigned turnaround time. In addition, automatic pager and telephone notification options let administrators know if a turnaround problem is eminent.

Turnaround times used to prioritize work will follow the IFB guidelines precisely. (Figure 6) Because of this automated prioritization, notification and monitoring, the Bureau has met turnaround time criteria for historical and current transcription contracts at a verifiable rate of 99.96% as measured on a per-recording/per-document basis. The automatic features of Bureau systems assure that no report that is properly classified will need manual intervention to be routed correctly and prioritized appropriately.

Turnaround Time Configuration		
Turnaround Description	Trigger Time	Turnaround Time
STAT Reports	45 minutes	90 minutes
H&P Reports	4 hours	8 hours
Normal Reports	12 hours	24 hours
Discharge Summary Reports	24 hours	48 hours

Figure 6, Required document prioritization, trigger and turnaround time parameters.

b. Document Formatting and Processing

The Bureau's systems are client/server architecture. This is beneficial for ensuring accuracy, providing automatic updates, monitoring conformity, logging of events, auditing production and maintaining end-to-end security compliance. This architecture also positively affects billing and archiving. All documents are edited, stored, processed using Microsoft® Word and exported in one or more of over forty (40) different formats including popular word processing and integration/interface formats such as Microsoft® Word, WordPerfect®, RTF, PDF, ASCII/Unicode text and XML.

Once a document has been completed, it is automatically exported, named and “packaged” for delivery. This includes one or more logged events such as:

- Direct message or file interface via network communications (e.g., HL7, SOAP, WebDAV, FTP, DICOM, etc.) to a customer system
- Secure connection to customer network (e.g., site-to-site or on-demand VPN, SSH)
- Secure e-mail using PKI and/or approved encrypted package (e.g., gzip, RAR, ZIP)
- Integration with a secure customer document management platform, web-based management system, session-based terminal and/or session-based “shell” system
- Application-level encryption
- Configuration for printing parameters (e.g., duplex, color-coding, envelopes, etc.)
- Single or multi-location print routing
- Simultaneous export into multiple formats to multiple destinations

Automatic and manual document processing is configured so that complex formatting such as internally and externally linked items, multi-section documents, documents with multiple paper types (e.g., letters followed by index cards, followed by envelopes), two-sided/duplex formatting, multi-color copies and other printing parameters happen automatically. Electronic documents you receive from the Bureau will have the correct encapsulation, exact paper selection, precise header and footer placement, optimized logos and graphics, columns, tables and other complex items formatted to translate and/or print into different electronic formats (e.g., PDF) consistently and correctly.

WCH deliverables will precisely follow the specified document guidelines and be delivered in Microsoft® Word format with correct line spacing, margin settings, tab settings fonts and body paragraph formatting. Variations and updates of formats will be produced as directed. This can also include variations in distribution methods, involvement of approved third parties, use of embedded graphics, electronic and facsimile signature, tables, columnar formatting, links, tables of contents, indexes and embedded or linked non-document media and metadata. The Bureau has decades of high-volume printed and multi-media production experience. (Figures 7, 8, 9, 10, 11, 12, 13, 14 15 and 16)



Figure 7

Figure 8

Figure 9

Figure 10

Figure 11



Figure 12

Figure 13

Figure 14

Figure 15

Figure 16

c. Secure Delivery

All completed work will be delivered by mutually agreed upon protocols such as:

- Secure transmission protocols with authentication and encryption (e.g., VPN, SSL, multi-factor, etc.)—*current method*
- PKI-based, asymmetrically encrypted e-mail (i.e., certificate-based, third-party authentication, public key encryption)
- Encrypted format delivered on optical CD and/or DVD media for backup and special requests
- Pre-verified monochrome or color fax for STAT work and special requests

Each electronic transmission of individual documents can be secured by:

- Session-based encryption (e.g., SFTP, SSH, SSL, VPN, etc.)—*current method*
- Application and/or encapsulation encryption
- PKI-based e-mail
- An overlapping combination of the above referenced technologies

It is understood that the precise method of delivery will remain a centralized file server transfer via the Bureau-provided authenticated and encrypted site-to-site VPN tunnel. It is also understood that this process will change in the near future. The Bureau will plan, configure, test and transition production to use bi-directional, acknowledged stream-based HL7 interfaces.

The Bureau has secure, triple-redundant network peering capability on-site which allows us to reliably accept and deliver work using virtually any protocol and encryption technology. Any method used will follow current and updated task orders, be pre-approved and meet or exceed federal requirements, State of West Virginia statutes, Department of Health and Human Resources security policy and WCH technical capability.

3. Production Personnel

The Bureau has a long history of stability and of hiring and retaining top-quality staff for long periods of time. The average administrative staff tenure is 24 years with the shortest being 12 years and the longest 43 years. Average transcription staff tenure is roughly 16 years. This experience shows in the consistency and level of quality we deliver to customers.

Bureau has and will continue to follow a traditional corporate model and structure (Figure 17) where all staff are *direct* employees of the corporation. No independent contractors or subcontractors are utilized for any aspect of the Bureau's production work. All Bureau employees are U.S. citizens residing within the continental United States and all employees are bound by strict yearly contracts with specific privacy and security clauses.

Yearly training, customer-specific privacy agreements along with automated security policy reinforce adherence. Further, employees working on state and federal contracts undergo a federal government background investigation and have security clearance.

In return, employees receive traditional corporate employment benefits such as health insurance, 401k with matching funds, paid vacation and full administrative and technical support. The Bureau provides employees with all equipment including control devices, computer systems, networking and peripherals, reference books and specialized analog and

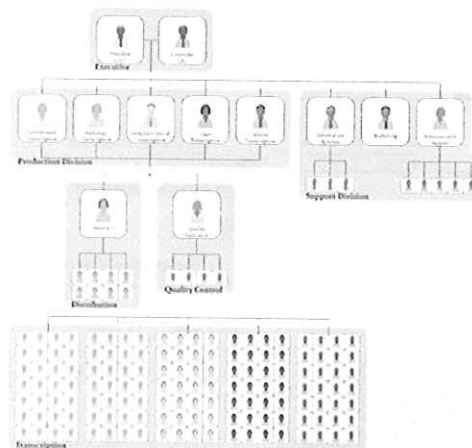


Figure 17, The Bureau corporate structure.

digital playback equipment. The Bureau cares for employees and this is reflected by our outstanding retention rates.

Bureau medical department transcriptionists are medical speech and language specialists. Because the majority of Bureau employees have been directly employed by the Bureau for over fifteen (15) years, each has a depth of experience that rivals most of our competition. End-users who have had their work processed by other vendors immediately know the difference.

The Bureau meticulously records and tracks all production staff skills. (Figure 18) Data taken from the Bureau transcription management platform skill tracking database shows the pool of transcription staff that are familiar with the variety of general and specialty formats that are currently performing work on a daily basis

★ CONFIDENTIAL: REDACT TABLE BELOW PRIOR TO PUBLIC DISTRIBUTION ★

Bureau Transcription Staff															
Employee Name	Years	Specialty and Work Type Assignments													
		Autopsy / Pathology	Behavioral / Psych.	Consultation	Consent (Autopsy, Proc.)	Cardio. / Vascular	Diag. or Prog. Note	Discharge / Admit	Obstetric / Gynecology	History and Physical	Lab / Path. / Autopsy	Neurology / Endo.	Hematology / Oncology	Operation / Procedure	Radiology
A., Kathy (QA)	30	•	•	•	•	•	•	•	•	•	•	•	•	•	•
A., Melissa	8		•	•	•		•	•	•	•		•	•	•	
A., Judy	20	•	•	•	•	•	•	•	•	•		•	•	•	
A., Judi	36		•	•	•	•	•	•	•		•	•	•	•	•
A., Jeanne	14	•	•	•	•		•	•						•	
B., Sandy	14	•	•	•			•	•		•					
B., Linda	12		•	•	•	•	•	•	•		•	•	•	•	
B., Linda	25		•	•	•	•	•	•	•		•	•	•	•	
C., Tammie	12	•	•	•			•	•		•				•	
C., Sue	11		•	•	•	•	•	•	•		•	•			
C., Tanya	10		•	•	•		•	•		•					
D., Jayme	13														•
D., Debbie	16		•	•	•		•	•	•	•				•	
D., Jennifer	11		•		•		•	•	•						
F., Kathleen	15	•	•	•	•	•	•	•	•	•		•	•	•	
F., Diane	9		•	•	•		•	•	•	•				•	
F., Sandy	26	•	•	•	•	•	•	•	•	•		•	•	•	•
G., Tracie	11		•	•	•		•	•		•					
G., Jessica	14		•	•	•	•	•	•	•	•		•	•	•	
G., Barbara	41	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Bureau Transcription Staff														
Employee Name	Years	Specialty and Work Type Assignments												
		Autopsy / Pathology	Behavioral / Psych.	Consultation	Consent (Autopsy, Proc.)	Cardio. / Vascular	Diag. or Prog. Note	Discharge / Admit	Obstetric / Gynecology	History and Physical	Lab / Path. / Autopsy	Neurology / Endo.	Hematology / Oncology	Operation / Procedure
G., Kay	12		•	•	•	•	•	•	•	•	•	•	•	•
H., Julie	16		•	•	•	•	•	•	•	•	•	•	•	•
H., Susan	11		•	•	•	•	•	•	•	•	•	•	•	•
K., Kathleen	16													•
K., Janene	14		•	•	•	•	•	•	•	•	•	•	•	•
L., Beverly	19		•		•				•					•
L., Margaret	23	•	•	•	•	•	•	•	•	•	•	•	•	•
L., Joy	9		•		•				•					
L., Janet	13	•	•	•	•	•	•	•	•	•	•	•	•	•
M., Patricia	21		•	•	•	•	•	•	•	•	•	•	•	•
M., Jennifer	9		•		•									
N., Jennifer	19	•	•	•	•	•	•	•	•	•	•	•	•	•
O., Daryl Lynn	15	•	•	•	•	•	•	•	•	•	•	•	•	•
O., Judi	9		•	•	•	•	•	•	•	•	•	•	•	•
P., Michelle	15		•	•	•	•	•	•	•	•	•	•	•	•
P., Lori	17	•	•	•	•	•	•	•	•	•	•	•	•	•
R., Gayle	20	•	•	•	•	•	•	•	•	•	•	•	•	•
R., Maureen	11		•	•	•	•	•	•	•	•	•	•	•	•
R., Carole	29	•	•	•	•	•	•	•	•	•	•	•	•	•
R., Linda	15		•	•	•	•	•	•	•	•	•	•	•	•
R., Cynthia	17	•	•	•	•	•	•	•	•	•	•	•	•	•
R., Lizbeth	21	•	•	•	•	•	•	•	•	•	•	•	•	•
S., Corrine	21	•	•	•	•	•	•	•	•	•	•	•	•	•
S., Rose	23	•	•	•	•	•	•	•	•	•	•	•	•	•
S., Karla	7		•		•				•					
S., Ruth	5		•	•	•				•	•			•	
S., Greta	9		•	•	•				•	•	•	•	•	•
S., Vickie	7		•	•	•				•	•	•	•	•	•
S., Pat	22	•	•	•	•	•	•	•	•	•	•	•	•	•

Bureau Transcription Staff														
Employee Name	Years	Specialty and Work Type Assignments												
		Autopsy / Pathology	Behavioral / Psych.	Consultation	Consent (Autopsy, Proc.)	Cardio. / Vascular	Diag. or Prog. Note	Discharge / Admit	Obstetric / Gynecology	History and Physical	Lab / Path. / Autopsy	Neurology / Endo.	Hematology / Oncology	Operation / Procedure
T., Gema	6		•		•			•						
T., Sara	19		•	•	•	•	•	•	•	•	•	•	•	•
W., Pat	41	•	•	•	•		•	•	•	•		•	•	
W., Crystal	13	•	•	•	•	•	•	•	•	•	•	•	•	•
W., Linda	20	•	•	•	•	•	•	•	•	•	•	•	•	•
Y., Stephanie	9		•	•				•		•				

Mean Years Experience: 16.52

Figure 18, Bureau transcriptionist skills summary report.

★ CONFIDENTIAL: REDACT TABLE ABOVE PRIOR TO PUBLIC DISTRIBUTION ★

A minimum of five (5) years of experience is a prerequisite for employment as a Bureau medical transcriptionist. A rigorous full day of testing is required of every transcription applicant. This testing includes samples of all major work classifications, a variety of speech dialects, traditional dictation, strict verbatim recordings, multi-speaker conferences and meetings with a range of audio quality levels including background noise and intentional word omissions. Less than eight percent (8%) of applicants with sufficient work experience that are tested are offered an employment opportunity with the Bureau.



Solicitation N ^o :	WEH13008
Due Date:	October 25, 2012 1:30 p.m. ET



Medical Dictation and Transcription Services

for the

State of West Virginia
 Department of Health and Human Resources
 Welch Community Hospital



Cost Proposal

<i>Submitted By</i>			
Bidder:	Bureau of Office Services, Inc.		
Address:	115270 S Jackson Street, Suite 106 Burr Ridge, Illinois 60527-6818		
FEIN:	36 2391254	DUNS:	06 861 8834
		CAGE:	1XQ50
<i>Point of Contact</i>			
Name:	Richard E. Piasecki, President/CEO		
Phone:	630.323.2600; 800.5.BUREAU; EXT.209		
Fax:	630.522.4173		
E-mail:	RichP@BureauHQ.com		



Contents

- I. Pricing..... 1
 - A. Solicitation Pricing Page..... 1
 - B. Additional Integration and Interface Charges.....2
- II. Mandatory Documentation and Forms3
 - A. Insurance Certificate (incl. Worker's Comp. and Prof. Liability)3
 - B. West Virginia Unemployment Waiver 4
 - C. West Virginia Business Registration5

Note: Confidential and sensitive information is included which shall be redacted prior to public distribution. These are delimited with red stars ("★") and redlined text.



PLEASE PRINT RESPONSIBLY. LOOK FOR THESE SYMBOLS WHEN USING AND PURCHASING PAPER PRODUCTS:



THIS DOCUMENT IS FORMATTED FOR DUPLEX (DOUBLE-SIDED) PRINTING. IF YOU MUST PRINT, PLEASE CONSERVE PAPER AND PRINT ON BOTH SIDES OF THE PAGE.

Original Page Number
0032

WEH13008 Dictation/Transcription Services
COST PROPOSAL

Addendum I
Revised Cost Proposal

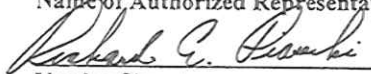
Estimated Quantity of Lines of Transcription*	Description of Service	Cost Per Line (65 text characters entered)**	Total Cost
300,000	Transcription Reports provided within 24 hours	\$ 0.0914	\$ 27,420 ⁰⁰
40,000	Discharge Summaries provided within 48 hours	\$ 0.0894	\$ 3,576 ⁰⁰
50,000	STAT Reports provided within 90 minutes	\$ 0.0934	\$ 4,670 ⁰⁰
60,000	H & P Reports	\$ 0.0934	\$ 5,604 ⁰⁰
Grand Total			\$ 41,270 ⁰⁰

Contract will be awarded to the lowest responsible vendor meeting all specifications. Vendor must provide all dictation and transcription services for the quoted price per line.

*Estimated # of Lines of Transcription services is only an estimate and is neither a guarantee of a minimum nor maximum quantity to be purchased during the life of this contract. Actual usage volumes will be dependent upon the facility's requirements.

**A line of transcription is defined as 65 text characters entered.

Richard E. Piasecki President/CEO
Name of Authorized Representative Title

 10/23/2012
Vendor Signature Date

11s270 S Jackson Street, Suite N° 106, Burr Ridge, IL 60527-6818
Vendor Address

11s270 S Jackson Street, Suite N° 106, Burr Ridge, IL 60527-6818
Vendor Remit to Address

(800) 5-BUREAU [528-7328] (630) 789-3239 RichP@BureauHQ.com
Telephone Fax E-mail

I. Pricing
A. Solicitation Pricing Page

0025

B. Additional Integration and Interface Charges


The Bureau of Office Services handles all interface licensing, network integration (e.g., VPN, secure network routing, etc.), custom programming, interface mapping configuration, integration testing and live production interface workflow in-house. All pricing on the previous page *includes* integration and interface charges. There will be no additional fees (price: \$0⁰⁰) for interfaces mentioned within the solicitation. This includes:

- Consulting and planning for bi-directional interface integration with DHHR Data and Technology staff and Welch Community Hospital
- Secure network connectivity to the Welch Community Hospital network via the State of West Virginia DHHR network
- One HL7 (1) ADT interface for the integration patient-related data from MedSphere (aka. VistA, CPRS, CareVue) and Keane E-Z Access Patcom middleware.
- One HL7 (1) document interface for the integration of resulting documents to MedSphere (aka. VistA, CPRS, CareVue) and Keane E-Z Access Patcom middleware.
- Minor changes, updates and other modifications needed occasionally for maintaining compatibility and continuity.

Hospital interface licensing, planning, integration, testing and volume production fees normally result in approximately \$2,500⁰⁰ to \$7,500⁰⁰ in license fees (\$2,500⁰⁰ per interface) and between twenty (15) to fifty (50) hours in IT Department time work (i.e., at \$175⁰⁰ per hour) depending upon complexity and hospital preparedness. Based on the two (2) interfaces required for integration with Welch Community Hospital, the savings by waiving these charges for this project is estimated to be roughly \$10,000⁰⁰.

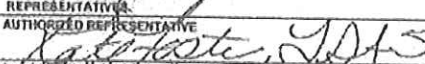
II. Mandatory Documentation and Forms

A. Insurance Certificate (incl. Worker's Comp. and Prof. Liability)

 CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/21/2012
PRODUCER PHIL NORMANN 1192 WALTER ST., SUITE B LEMONT, IL 60439 PHONE: (630) 257-5414		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED BUREAU OF OFFICE SERVICES, INC 119270 S JACKSON ST, STE 106 BURR RIDGE, ILLINOIS 60527		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: State Farm Fire and Casualty Company 25143		25143
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADOL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	93-B8-J241-0	06/08/2012	06/08/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	635 4312-E26-13	05/26/2012	11/26/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	93-MA-B248-3	06/08/2012	06/08/2013	<input checked="" type="checkbox"/> TWO STATUS-TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A		OTHER PROFESSIONAL LIABILITY	PS0000003985701	03/09/2012	03/09/2013	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--------------------	--

ACORD 25 (2007/08) The registration notices indicate ownership of the marks by their respective owners. ©ACORD CORPORATION 1988. 2007

B. West Virginia Unemployment Waiver



Joe Manchin III
Governor

Russell L. Fry
Acting Executive Director

August 24, 2009

Bureau of Office Services, Inc.
361 South Frontage Road
Suite 125
Burr Ridge, IL 60527

Dear Employer:

We acknowledge receipt of your registration application. After reviewing this form, we have determined that you are not liable under the West Virginia Unemployment Law at this time.

We wish to advise that if you do employ persons whose services are localized in West Virginia, liability will be incurred as of the date of first employment in this state and this office should be immediately notified in order that an account can be established.

In accordance with provision of the Commissioner's Regulations, Regulation 96 CSR 2, an employer who desires to dispute a decision or action by the Commissioner, or designee, is required to file a complete and timely request for reconsideration; otherwise, the Bureau's decision or action becomes final after thirty (30) days receipt of this decision.

A request for reconsideration shall be filed within thirty (30) days of the employer's receipt of the disputed decision, or in absence of such a receipt, within sixty (60) days of the date of the Commissioner, or designee, making such disputed decision.

The request for reconsideration shall be filed with the Commissioner, Attention: Michael Moore, Director of Unemployment Compensation (5101), 112 California Avenue, Charleston, West Virginia 25305.

Please inform me at the time one of the above provisions has been met at (304) 558-2677, by fax at (304) 558-1324 or my e-mail at sfarley@workforcewv.org. I will then establish an active account for your business.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne Farley".

Suzanne Farley, Office Assistant I
Status Determination Unit

/smf

Contribution Accounting Section
Unemployment Compensation Division
112 California Avenue, Charleston, West Virginia 25305-0112
<http://www.wvbc.org/bep/> • <http://www.workforcewv.org/>

*An equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities
Kelley Goetz, Cabinet Secretary*

C. *West Virginia Business Registration*

State of West Virginia

Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

BUREAU OF OFFICE SERVICES, INC.

Control Number: 0

a corporation formed under the laws of Illinois has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of August 19, 2009.

Therefore, I issue this

CERTIFICATE OF AUTHORITY

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
August 19, 2009*

Natalie E. Tennant
Secretary of State

*



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

Solicitation

NUMBER
WEH13008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

*710133703 630-323-2600
 BUREAU OF OFFICE SERVICES INC
 11S270 S JACKSON ST STE 106

 BURR RIDGE IL 60527-6818

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED
09/21/2012

BID OPENING DATE: 10/23/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-72		
OPEN-END BLANKET CONTRACT ***** MANDATORY PRE-BID MEETING 10/10/2012 AT 1:00 PM AT WELCH COMMUNITY HOSPITAL, 454 MCDOWELL STREET, WELCH WV 24801, ADMINISTRATIVE CONFERENCE ROOM *****						
BLANKET CONTRACT FOR DICTATION/TRANSCRIPTION SERVICE THE STATE OF WEST VIRGINIA, DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE DICTATION/TRANSCRIPTION SERVICES AS PER THE ATTACHED SPECIFICATIONS. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
WEH13008

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

*710133703 630-323-2600
 BUREAU OF OFFICE SERVICES INC
 11S270 S JACKSON ST STE 106

 BURR RIDGE IL 60527-6818

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED
09/21/2012

BID OPENING DATE: 10/23/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ WEH13008 ***** TOTAL:						41,270 ⁰⁰

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[] A pre-bid meeting will not be held prior to bid opening.

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

[✓] A MANDATORY PRE-BID meeting will be held at the following place and time:

Welch Community Hospital, 454 McDowell Street, Welch, WV 24801,
Administrative Conference Room
10/10/2012 at 1:00 PM

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

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

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

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

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

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

Question Submission Deadline: 10/11/2012

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: roberta.a.wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

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

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

10/23/2012 at 1:30 PM

Bid Opening Location:

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on

AWARD

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

<input checked="" type="checkbox"/>	Professional Liability Insurance: minimum of \$1,000,000.00 or more
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>

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

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

[]	
[]	
[]	
[]	

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

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

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources, Bureau for Behavioral Health and Health Facilities, Welch Community Hospital and any other state agency that desires to utilize this contract to establish an open-end contract for Professional Medical Dictation/Transcription Services. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Desired Item" or "Desired Items"** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as WEH13008.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Professional Medical Dictation/Transcription Services**
 - 3.1.1.1 Vendor shall provide all supplies, postage, shipping and dictation equipment necessary for transcribing and dictating, and be responsible for all cost associated with the providing of said services within their office location, including a toll-free telephone number or local telephone number to receive dictation, providing access for a maximum 30 users.
 - 3.1.1.2 Welch Community Hospital desires a vendor with a proven track record of providing medical dictation/transcription services. The vendor must have provided said services for at least five (5) years and must derive at least seventy-five percent (75%) of its gross income from this service.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.3 Vendor shall provide references of at least three (3) hospital clients from whom the vendor has provided professional medical dictation/transcription services.

3.1.1.4 Vendor shall describe the names, experiences and qualifications of management and dictation/transcription staff to be utilized in the fulfillment of this contract.

3.1.1.5 It is the sole responsibility of the vendor to employ trained and/or certified transcriptionist(s) in order to fulfill the requirements of the contract.

3.1.1.6 The system shall allow for continuous 24 hour operation.

3.1.1.7 Dictation must be accepted 24/7/365 days a year via a toll-free telephone number or local telephone number.

3.1.1.8 The system will allow voice files and data files to be transferred to any PC. Data and voice files must be encrypted while being transferred and while at rest on a server.

3.1.1.9 The system must be able to locate reports by work type, date transcribed, dictator and ID number.

3.1.1.10 The system shall allow dictators to prioritize their work.

3.1.1.11 The system shall provide the ability to listen to voice header information regarding a dictation such as: type of report, dictated by and dictated on.

3.1.1.12 The system shall provide the dictator the ability to insert and delete dictation.

3.1.1.13 Vendor must provide a common document delivery software system for the facility and the outsourced vendor.

3.1.1.14 Software utilized by vendor shall be compatible with all versions of Microsoft Word and Windows operating systems later than and including Microsoft Word 2003 and Windows XP to be compatible with the facilities existing software.

3.1.1.15 Reports shall be transcribed and returned to the hospital within twenty-four (24) hours. This includes but is not limited to history, physicals, operative reports, x-ray reports, pathology reports,

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

echocardiograms, letters and consults, etc. STAT report requests shall have a turnaround time of no more than ninety (90) minutes, history and physicals are to be transcribed and returned within eight (8) hours and discharge summaries are to be completed and returned within forty-eight (48) hours.

3.1.1.16 An accuracy rate of 98% is required as determined by sample review. Vendor shall be responsible for all necessary quality control procedures in this regard. Quality control reports will be provided to the Health Information Manager quarterly.

3.1.1.17 Vendor shall perform all work in a HIPAA (Health Insurance Portability Accountability Act) compliant facility/area which ensures confidentiality of all reports.

3.1.1.17.1 Vendor must agree to and comply with Federal Regulations contained in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No 111-5 that was passed into law in February of 2009. This act is made up of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology of Economic and Clinical Health Act (HITECH Act). Selected Vendor must sign WV HIPAA Business Associate Addendum. Vendors base of operation must be located in the jurisdiction that HIPAA/HITECH laws apply.

3.1.1.17.2 The vendor must have a compliance or security officer to oversee the entire HIPAA process.

3.1.1.17.3 The vendor must conduct security risk assessments to identify potential areas of vulnerability.

3.1.1.17.4 Vendor must have a notification policy and procedure in the event of a breach. Federal law specifies which breaches must be reported, what information is required, and who must be notified.

3.1.1.18 Vendor shall adequately train all transcription staff in professional medical transcription to guarantee the production of work within the time frames and quality requirements set forth. All employees of the transcription service will be HIPAA/HITECH trained and have yearly refresher training. Proof of this training must be made available upon request.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.19 Vendor must provide interface to hospital demographic information system (Easy Access or equal) to obtain patient demographic information.

3.1.1.20 Vendor must have a secure web portal for the downloading of encrypted WORD or equal, documents for easy access by Medical Record's staff, providing access for a maximum thirty (30) users. Vendor must have the ability to load completed dictated reports straight into the Electronic Medical Record.

3.1.1.21 Vendor's system must meet HIPAA <http://www.hhs.gov/ocr/privacy/> and shall be HL7 (Health Level Seven International) <http://www.hl7.org> compliant for patient data download and transcribed report upload. Selected vendor must sign WV HIPAA Business Associate Addendum http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA_20100802.pdf .

3.1.1.22 Vendor must provide all dictation and transcription services as required in for the quoted price per line which is defined as 65 text characters with spaces.

3.1.1.23 Vendor must provide a 24/7/365 days a year (including holidays) in office person to take stat calls. No cell phone or pager contact number for stats. Vendor must provide a local or a toll free number for customer service. Vendor's normal hours of operation shall be compatible with our Monday-Friday 8am-4pm Eastern Standard Time hours of operation.

3.1.1.24 The system must meet the following requirements:

3.1.1.24.1 Voice Processing System Equipment Overview

3.1.1.24.1.1 The proposed system shall be a digital recording system that will service 30 total system users.

3.1.1.24.1.2 The primary functionality of the system will be for dictation and transcription purposes; however, listen access through security levels will be required. Secondly, the system must automatically assign specific work types to Transcriptionist prior to a user defined delinquency status (ex. H&P's within 8 hours) being violated. This will ensure that the facility improves its overall report delinquency totals.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.24.1.3 The system must allow specific users to generate productivity reports, assign jobs, and perform job inquiries from any touch tone telephone.

3.1.1.24.2 System Operations-General Dictation Voice Access

3.1.1.24.2.1 The vendor must have a unique dictator profile database.

3.1.1.24.2.2 The dictator database (dictation profile) must manage the way the system responds to each user.

3.1.1.24.2.3 The vendor's unique dictator database must control the following dictation activities for each user:

3.1.1.24.2.3.1 User logon (Valid ID and Password).

3.1.1.24.2.3.2 Prompt language.

3.1.1.24.2.3.3 User priority level.

3.1.1.24.2.3.4 Open jobs.

3.1.1.24.2.3.5 Inactivity logoff.

3.1.1.24.2.3.6 Message delivery.

3.1.1.24.2.3.7 Message auto-play.

3.1.1.24.2.3.8 Initial activity (dictation, listen).

3.1.1.24.2.3.9 VOX recording.

3.1.1.24.2.3.10 Prompts (short or brief).

3.1.1.24.2.3.11 Rewind increment.

3.1.1.24.2.3.12 Feature conformation tones.

3.1.1.24.2.3.13 Listen access (enable/disable).

3.1.1.24.2.3.14 Listen mode accessible work types.

3.1.1.24.2.3.15 Listener messaging.

3.1.1.24.2.3.16 Job voice information header.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.24.2.3.17 Listen review order (FIFO/LIFO).

3.1.1.24.2.3.18 Listen query default (patient, physician, and subject)

3.1.1.24.2.4 The system's prompts must be interruptible for user bypass once system proficiency is obtained.

3.1.1.24.2.5 The system's prompts must be concatenated.

3.1.1.24.2.6 The system's dictation prompts must match departmental and user operation requirement by prompting the following users in appropriate manner: GENERAL STAFF – "Please enter Physician I.D. and Work Type, and Patient Number."

3.1.1.24.2.7 The system must allow users to control the speed dictation when rewinding and listening to dictation while in dictation mode.

3.1.1.24.2.8 The system should allow users to insert and delete specific sections of dictation.

3.1.1.24.3 System Operation-General Transcription Voice Access

3.1.1.24.3.1 **The system** must have a unique Transcriptionist database (transcription profile). The transcription database must manage the way the system responds to each Transcriptionist.

3.1.1.24.3.2 The system's unique transcription database must control the following transcription activities for each Transcriptionist:

3.1.1.24.3.2.1 User Logon (Valid I.D. and Password).

3.1.1.24.3.2.2 Prompt language.

3.1.1.24.3.2.3 Self assignment (enable/disable).

3.1.1.24.3.2.4 Skip job.

3.1.1.24.3.2.5 Job interrupt.

3.1.1.24.3.2.6 Intercom reception.

3.1.1.24.3.2.7 Transcription Messaging.

3.1.1.24.3.2.8 Flag jobs.

- 3.1.1.24.3.2.9 Inactivity logoff.
- 3.1.1.24.3.2.10 Prompts (short or brief).
- 3.1.1.24.3.2.11 Backspace increment.
- 3.1.1.24.3.2.12 Feature conformation tones.
- 3.1.1.24.3.2.13 Transcriptionist hang-up (return/interrupt).
- 3.1.1.24.3.2.14 Job voice information header.
- 3.1.1.24.3.3 The system must automatically replay instruction prompts after a user defined time setting for the aid of first time users.
- 3.1.1.24.3.4 The system's prompts must be interruptible for user bypass once system proficiency is obtained.
- 3.1.1.24.3.5 The system's prompts must be concatenated.
- 3.1.1.24.3.6 The system must allow certain Transcriptionist to self assign jobs by:
 - 3.1.1.24.3.6.1 Physician (author).
 - 3.1.1.24.3.6.2 Patient.
 - 3.1.1.24.3.6.3 Work type.
 - 3.1.1.24.3.6.4 Job number.
 - 3.1.1.24.3.6.5 Department.
 - 3.1.1.24.3.6.6 Priority level.
 - 3.1.1.24.3.6.7 Special designator.
 - 3.1.1.24.3.6.8 User defined work category.
- 3.1.1.24.3.7 The system must allow all Transcriptionist to perform job inquires from their transcription stations.
- 3.1.1.24.3.8 The system must allow each Transcriptionist to access his or her productivity statistics from the transcription voice terminal.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.24.3.9 The system must allow Transcriptionist to control the speed of dictation, without distorting the voice, at a rate of +/-50%.

3.1.1.24.3.10 The system must have help prompts that are activated by the user.

3.1.1.24.4 SYSTEM OPERATION-GENERAL LISTEN ACCESS

3.1.1.24.4.1 The system must have a unique listener data base (listener profile).

3.1.1.24.4.2 The listener database must manage the way the system responds to each listen only user. The system's unique listener database must control the following listen activities for each listen only users:

3.1.1.24.4.2.1 User logon (Valid I.D. and password)

3.1.1.24.4.2.2 Prompt language

3.1.1.24.4.2.3 Prompts (brief/long).

3.1.1.24.4.2.4 Accessible work types.

3.1.1.24.4.2.5 Inactivity logoff.

3.1.1.24.4.2.6 Listener Messaging.

3.1.1.24.4.2.7 Job voice information header.

3.1.1.24.4.2.8 Listen review order (FIFO/LIFO).

3.1.1.24.4.2.9 Listen query default (patient, physician, subject).

3.1.1.24.4.2.10 Rewind increment.

3.1.1.24.4.3 The system must automatically replay instruction prompts after a user defined time setting for the aide of first time users.

3.1.1.24.4.4 The system's prompt must be interruptible for user bypass once system proficiency is obtained.

3.1.1.24.4.5 The system's prompts must be concatenated/linked.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.24.4.6 The system must automatically move to the next voice file upon completing the delivery of a voice file, unless the user desires to review the current file once again.

3.1.1.24.4.7 The system must have help prompts that are activated by the user.

**3.1.1.24.5 SYSTEM OPERATIONS-DATA REPORT
MANAGEMENT AND INQUIRES**

3.1.1.24.5.1 The system must have a report database.

3.1.1.24.5.2 The system must allow all generated reports to be archived to the systems hard drive.

3.1.1.24.5.3 The system must allow reports to be queued for output.

3.1.1.24.5.4 The system must allow users to define their management reports.

3.1.1.24.5.5 The system must allow users to define the data management headers of all user defined reports.

3.1.1.24.5.6 The system must allow inquiries to be printed.

3.1.1.24.5.7 The system must log the following data about each job:

3.1.1.24.5.7.1 Job number.

3.1.1.24.5.7.2 Author number.

3.1.1.24.5.7.3 Author name.

3.1.1.24.5.7.4 Department number.

3.1.1.24.5.7.5 Department name.

3.1.1.24.5.7.6 Work type number.

3.1.1.24.5.7.7 Work type name.

3.1.1.24.5.7.8 Statue.

3.1.1.24.5.7.9 Dictation station.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

3.1.1.24.5.7.10 Dictation date.

3.1.1.24.5.7.11 Dictation time in EST.

3.1.1.24.5.7.12 Transcription date.

3.1.1.24.5.7.13 Transcription time in EST.

3.1.1.24.5.7.14 Lengths in pages.

3.1.1.24.5.8 The system must be able to automatically print reports based on user defined data and time settings.

3.1.1.24.6 SYSTEM SUPPORT-SYSTEM TRAINING

3.1.1.24.6.1 On-site training for all system users.

3.1.1.24.6.2 System training must be administered by a system vendor employed customer support and training specialist.

3.1.1.24.6.3 Support and training specialist should be responsible for the orchestration of all training activities.

3.1.1.24.6.4 Visual support material to assist users in gaining optimum system operation skills.

3.1.1.24.6.5 Supply system operation manuals.

3.1.1.24.6.6 Support and training specialist should meet with department heads to determine system and user setup parameters.

3.1.1.24.6.7 Support of individual user or group training sessions for all system users.

3.1.1.24.6.8 Remote support at any time after initial training.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor must provide all dictation and transcription services as required for the quoted price per line. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type the information into the Pricing Pages to prevent errors in the evaluation.

5. PAYMENT:

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver/setup of services no later than 30 days of issuance of Purchase Order. Vendor must provide in-service training within 30 days of the issuance of Purchase Order. Training must be provided by the successful vendor. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANIOUS:

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

REQUEST FOR QUOTATION
WEH13008 Professional Medical Dictation/Transcription Services

- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

Original Page Number
0032

WEH13008 Dictation/Transcription Services
COST PROPOSAL

Addendum I
Revised Cost Proposal

Estimated Quantity of Lines of Transcription*	Description of Service	Cost Per Line (65 text characters entered)**	Total Cost
300,000	Transcription Reports provided within 24 hours	\$ 0.0914	\$ 27,420 ⁰⁰
40,000	Discharge Summaries provided within 48 hours	\$ 0.0894	\$ 3,576 ⁰⁰
50,000	STAT Reports provided within 90 minutes	\$ 0.0934	\$ 4,670 ⁰⁰
60,000	H & P Reports	\$ 0.0934	\$ 5,604 ⁰⁰
Grand Total			\$ 41,270⁰⁰

Contract will be awarded to the lowest responsible vendor meeting all specifications. Vendor must provide all dictation and transcription services for the quoted price per line.

*Estimated # of Lines of Transcription services is only an estimate and is neither a guarantee of a minimum nor maximum quantity to be purchased during the life of this contract. Actual usage volumes will be dependent upon the facility's requirements.

**A line of transcription is defined as 65 text characters entered.

Richard E. Piasecki President/CEO
Name of Authorized Representative Title

 10/23/2012
Vendor Signature Date

11s270 S Jackson Street, Suite N° 106, Burr Ridge, IL 60527-6818
Vendor Address

11s270 S Jackson Street, Suite N° 106, Burr Ridge, IL 60527-6818
Vendor Remit to Address

(800) 5-BUREAU [528-7328] Telephone
(630) 789-3239 Fax
RichP@BureauHQ.com E-mail

CERTIFICATION AND SIGNATURE PAGE

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

Bureau of Office Services, Inc.

(Company)

Richard E. Piasecki

(Authorized Signature)

Richard E. Piasecki President/CEO

(Representative Name, Title)

(800) 5-BUREAU [528-7328] (630) 789-3239

(Phone Number)

(Fax Number)

10/18/2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

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

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

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

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

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

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

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

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

Bureau of Office Services, Inc. _____

Company



Authorized Signature

10/22/2012 _____

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bureau of Office Services, Inc. Richard E. Piasecki, President/CEO
Authorized Signature: *Richard E. Piasecki* Date: 10/23/2012

State of Illinois
County of DuPage, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of October, 2012.
My Commission expires 6.23.13, 20 .



NOTARY PUBLIC *Laura M Pandola*

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

0026

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Bureau of Office Services, Inc.

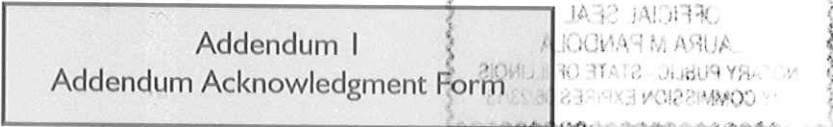
Company
Richard E. Pionchi

Authorized Signature

10/23/2012

Date

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



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Bureau of Office Services, Inc.

Company



Authorized Signature

10/23/2012

Date

Addendum 2
Addendum Acknowledgment Form

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