



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

Solicitation

| NUMBER |
|----------|
| WWV14127 |

| PAGE |
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| 1 |

| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
|---|
| GUY NISBET 304-558-8802 |

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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M2ComSys

811 Grier Drive, Ste. D

Las Vegas, NV 89119

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WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV

25305-0112 304-558-2631

| DATE PRINTED |
|--------------|
| 08/28/2013 |

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|-----------------|--------------|
| REQUEST FOR QUOTATION (RFQ) | | | | | | |
| THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR A "OPEN-END" CONTRACT TO PROVIDE TRANSCRIPTION SERVICES OF HEARINGS CONDUCTED BY THE "BOARD OF REVIEW" PER THE ATTACHED SPECIFICATIONS AND TERMS & CONDITIONS. | | | | | | |
| 0001 | 30,000 | EA | 961-72 | | \$6.00/per page | \$180,000.00 |
| TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR | | | | | | |
| 0002 | 7,000 | EA | 961-72 | | \$5.00/per page | \$35,000.00 |
| TRANSCRIBING TELEPHONE DICTATION | | | | | | |
| 0003 | 20,000 | EA | 961-72 | | \$4.00/per page | \$80,000.00 |
| TYPING OF DECISIONS/ORDERS | | | | | | |
| 10/02/13 10:13:37 AM West Virginia Purchasing Division | | | | | | |

| | | |
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| SIGNATURE | TELEPHONE | DATE |
| | 702.733.8781 | 10/1/2013 |

Business Development Mgr.

FEIN

88-0345550

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

WWV14127

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

M2ComSys

811 Grier Drive, Ste. D

Las Vegas, NV 89119

WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV
25305-0112 304-558-2631

DATE PRINTED

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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|-------------------|--------------|
| 0004 | 300,000 | EA | | 961-72 | .24 cents/per pg. | \$72,000.00 |
| DOCUMENTATION COPYING (EXTRA COPIES OF TRANSCRIPTS) | | | | | | |
| ***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL: | | | | | | \$367,000.00 |

SIGNATURE

TELEPHONE

702.733.8781

DATE

10/1/2013

Business Development Mgr.

FEIN

88-0345550

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:

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: September 11, 2013 at 2:PM. EDT.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@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
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 N/A 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: September 26, 2013 at 1:30 PM. EDT.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

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



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

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \$25,000.00. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
- ☐ **Commercial General Liability Insurance:**
or more.
 - ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - ☐
 - ☐
 - ☐
 - ☐
 - ☐

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

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

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

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

purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

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

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

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

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

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for transcription services of hearings conducted by the Board of Review and decisions resulting from those hearings.

Response: M2ComSys Inc., herein referred to as M2 and/or 'We', understands the purpose and scope of this solicitation and offers the services sought by WorkForce West Virginia (WWV) in accordance with the terms and conditions of this solicitation.

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 "Contract Item" or "Contract Items" means the list of items identified in Section 3, 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 request for quotation published by the Purchasing Division and identified as WWV14127.

Response: M2 understands the meanings assigned to the terms stated above and the additional definitions in Section 2 of the General Terms and Conditions.

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **Hearing Transcriptions**

Response: Templates will be created to standardize formatting of reports after

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

discussion with and approval by WWV. Standardization will include all the requirements specified below and any preferences that WWV may express during the course of discussion that are mutually agreed upon between WWV and M2.

3.1.1.1 The first page of the transcript shall have 1 " margin.

Response: M2 agrees to this requirement.

3.1.1.2 All subsequent pages of the transcripts shall have header on line 5 leaving 5/8" margin at top. All pages of the transcript shall have 1" margin on left and 5/8" margin on the right side.

Response: M2 agrees to this requirement.

3.1.1.3 Transcripts shall include single spacing Questions and Answer format.

Response: M2 agrees to this requirement.

3.1.1.4 Transcripts shall include Arial 12 point Font type and size.

Response: M2 agrees to this requirement.

3.1.1.5 Transcripts shall include Index of Direct, Cross, Redirect, Recross, etc. on second page.

Response: M2 agrees to this requirement.

3.1.1.6 Certification shall be included on last page of transcripts.

Response: M2 agrees to this requirement.

3.1.1.7 Transcripts shall include header with claimant name and claim number.

Response: M2 agrees to this requirement.

3.1.1.8 The first typing line on all transcripts shall

be on line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.

Response: M2 agrees to this requirement.

3.1.1.9 Transcripts shall include Index of key words at the end of the transcript.

Response: M2 agrees to this requirement.

3.1.1.10 The completed transcripts shall be printed on 8.5" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with MS Word 2007

Response: M2 agrees to this requirement.

3.1.1.11 The first page of the Board of Review Decisions/Orders shall have a 1" margin at the top.

Response: M2 agrees to this requirement

3.1.1.12 All subsequent pages of Board of Review Decisions/Orders shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the right hand side of each page.

Response: M2 agrees to this requirement.

3.1.1.13 Board of Review Decisions/Orders shall be single-spaced with appropriate paragraphing.

Response: M2 agrees to this requirement.

3.1.1.14 Board of Review Decisions/Orders shall include Arial 12 point Font type and size.

Response: M2 agrees to this requirement.

3.1.1.15 The first typing line on page 1 of all Board of Review Decisions/Orders shall be on line "7" and shall end at approximately "59", for 52 typing lines on page 1.

Response: M2 agrees to this requirement.

3.1.1.16 All subsequent pages of Board of Review Decisions/Orders shall begin on line "8" and end

approximately on line "59" leaving 51 typing lines per page.

Response: M2 agrees to this requirement.

3.1.1.17The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decision/orders. The Board of Review will update and change the preformatted language as necessary.

Response: We will form a dedicated team to perform the services under this contract. This team will be led by a Contract Manager who will be the point of contact for all service-related communications with WWV. The Contract Manager will form a repository of preformatted language as provided by WWV and educate the team on the preformatted language.

Our knowledge management loop involves a centralized repository of documents which is regularly updated and is controlled by the Contract Manager. Each update is included in the relevant document and the older version is immediately removed to a folder marked as obsolete. The folder is password protected to restrict access to authorized persons only and an audit trail is maintained to track access of **records**.

Using this approach, access to the repository of preformatted language will be made available to all the team members involved in the performance of services under this contract. Our transcriptionists will insert in transcripts the preformatted language referenced to in dictations, from the language provided by the WWV.

The Contract Manager will ensure that all updates and changes regarding preformatted language that are received from WWV are communicated to the team, and an updated copy of the preformatted language is made available to the team for insertion of correct language.

3.1.1.18The vendor must provide toll-free receipt of the dictation of the decisions/orders by employees of the Board of Review.

Response: We propose to utilize our proprietary dictation and transcription management system, VoiceSys, for providing the services required under this contract. Refer Appendix I - VoiceSys for a brief description of the VoiceSys Suite and our proposed workflow.

We will provide toll-free numbers to WWV, which the WWV users can use to dial into the Telephone Dictation System (TDS) server, a component of VoiceSys, and dictate directly into TDS. Each user will be provided a unique PIN# at the time of registration on TDS, which they will use to login into TDS after dialing into the system.

Other components of VoiceSys as described in Appendix I: VoiceSys will also be made available to WWV upon request and/or as needed.

3.1.1.19The vendor must have the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. A sufficient number of lines shall be available in place to accommodate all employees dictating simultaneously. All cost necessary to accommodate this level of dictation, is a cost of doing business with the agency similar to all overhead and must be calculated with the vendor's price/cost per page quotation.

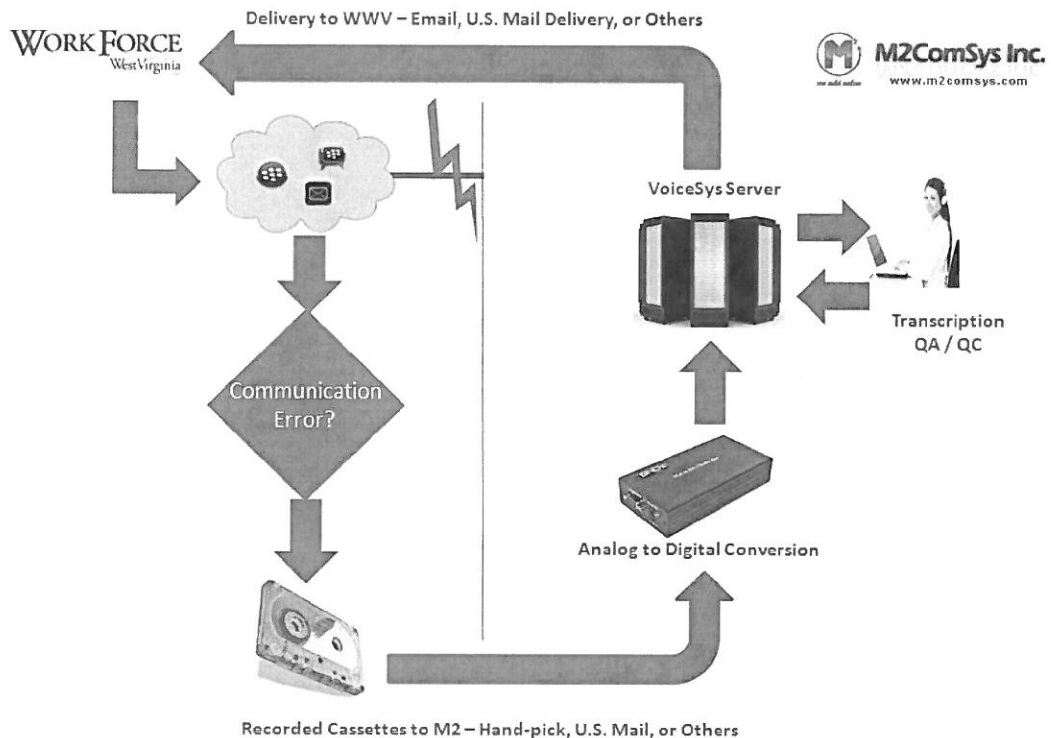
Response: The proposed TDS includes a telephone card (Dialogic) which supports multiple channels for dictation and hence multiple users can dictate simultaneously. The number of channels will be expanded based on the total number of WWV employees who will register on TDS.

If the total number of WWV employees who will dictate are more than the maximum number of channels supported by the telephone card, M2 will provide additional toll-free lines to accommodate

all WWV employees dictating simultaneously.

3.1.1.20The vendor will transcribe decisions/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, the equipment must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review.

Response: We understand and agree that during downtimes, cassettes for transcription shall be delivered via U.S. Mail at our specified mailing address or other such arrangements shall be made as mutually agreed between M2 and the Board of Review. The following is an illustration of our planned workflow during downtimes:



We have literally nullified downtimes on all our current and previous contracts by virtue of timely service and planned semi-annual maintenance works. All works associated with Telephone Dictation System and other equipment related to dictation, recording, transcription, and transfer of data are duly attended to, thus pre-empting any event that might lead to an equipment breakdown.

However, in the unlikely scenario that equipment malfunctions, we will take adequate measures to either repair or replace the malfunctioning equipment within a maximum of three (3) working days.

We maintain, at all times, adequate backup equipments that can be deployed within a short span of time. In our 16 years of service, our clients had never encountered operational downtimes due to equipment failure or unavailability of backup equipments.

Risk assessment for our Las Vegas (Clark County) office

(Source: 2010 Nevada Standard Hazard Mitigation Plan)

(Probability of Occurrence: 1=very low to nil; 2 = low3=medium; 4 = high; 5 = very high)

| RISK TYPE | EVENT | PROBABILITY OF OCCURRENCE | MEASURES FOR MITIGATION |
|---------------|-------------------|---------------------------|--|
| Technological | Hardware Failure | 3 | Preventive maintenance; spare parts inventory; hardware redundancy; vendor maintenance contracts |
| | Software Failure | 3 | Preventive maintenance; backup systems |
| | Electrical Outage | 3 | Power backup system; telecommuting; alternative work location; vendor servicing |
| | Telecom Outage | 3 | Backup phone system; teleconferencing; vendor servicing; cell phones; alternative communication modes such as e-mail |

REQUEST FOR QUOTATION
WV14127 for Transcription Services

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| | | | |
|----------------|------------------------------------|---|--|
| | Internet Connectivity Outage | 3 | Redundant service provider |
| | HVAC | 2 | Low potential |
| | HAZMAT | 2 | Low potential |
| | Toxic Contamination | 2 | Low potential |
| Natural | Tornado | 1 | Very low potential |
| | Hurricane | 1 | Very low potential |
| | Earthquake | 2 | Evacuation; office closure; telecommuting; alternative work location |
| | Tsunami | 1 | Very low potential |
| | Volcano | 1 | Very low potential |
| | Flooding | 1 | Evacuation; office closure; telecommuting; alternative work location |
| | Snow/Ice | 1 | Very low potential |
| | Drought | 2 | Low potential |
| | Wildfire | 1 | Very low potential |
| | Epidemic | 4 | Evacuation; office closure; employee awareness; preventive medication; ensure employee access to treatment; telecommuting; alternative work location |
| | Hail and thunderstorms | 1 | Very low potential |
| | Land subsidence and ground failure | 1 | Very low potential |
| | Landslide | 1 | Very low potential |
| | Heat/cold wave | 1 | Very low potential |
| Human | Labor Strike | 2 | Evacuation; office closure; alternative work location |
| | Supplier Failure | 2 | Spare parts inventory; possible supply restoration assistance |
| | Vandalism/Theft | 2 | Evacuation; restricted physical access; camera surveillance; police |
| | Terrorism | 2 | Evacuation; police; restricted physical access; camera surveillance; telecommuting; alternative work locations |
| | Inadequate Training | 2 | Replacement from employee pool; employee retraining |
| | Bomb Threat | 2 | Evacuation; bomb detection squad; restricted physical access; camera surveillance; police |
| | Fire/Arson | 2 | Evacuation; fire extinguishers; office closure; telecommuting; alternative work location |
| | Sick Employees | 2 | Replacement from employee pool |
| | Civil Disorder | 1 | Police; restricted physical access; camera surveillance |

3.1.1.21The vendor must be available for in-person pick-up of cassettes each day by 5:00 P.M. The pick-up location will be in the Charleston, West Virginia area.

Response: A designated representative of M2 will pick up cassettes in person from the WWV location in Charleston, West Virginia, each day by 5:00 P.M. Information regarding our designated representative will be communicated to WWV at the commencement of the contract.

3.1.1.22The vendor must have the ability to electronically mail decisions/transcripts to the Board of Review in format compatible with the Board of Review software such as Word 2007.

Response: We agree to this requirement. VoiceSys supports transcription on all versions of Microsoft Word including Word 2007. VoiceSys can also be configured to electronically mail transcripts from a saved list of email IDs. We will configure the PrintStation component of VoiceSys to deliver decisions/transcripts to the email ID(s) provided by WWV. **Refer Appendix I - VoiceSys for details on PrintStation.**

3.1.1.23 The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office within two working days (48 hours) of receiving the dictation. For example, a decision dictated by 5:00 p.m. on Friday must be transcribed and returned to the Board of Review no later than 5:00 P.M. on Tuesday.

Response: Delivering completed reports within the specified turnaround timeframe (TAT) is our hallmark. To ensure that the specified TAT is maintained, we employ key processes which include, but are not limited to:

- Effective staffing
- Technology
- Work prioritization
- Accountability

VoiceSys accounts for the following TAT compliance strategies-

- Prioritization of dictations based on TAT and allocation to transcriptionists based on priority
- Alerting transcriptionists when the 'hold time' of a dictation exceeds the set limit
- Prioritization of transcribed documents based on TAT and delivery to the client based on priority
- Generation of monthly turnaround timeframe report as well as 'Turnaround Timeframe Exceeded Dictations' report to allow for awarding (or deducting) points on monthly performance appraisal parameters of employees for meeting (or not meeting) turnaround timeframe requirements per the reports

We have been successfully complying with varying turnaround timeframe requirements of our present clients on a consistent basis. We can virtually meet any turnaround timeframe requirement including the 48-hour TAT as required by WWV.

We understand that the turnaround timeframe is based on number of working days. Therefore, transcripts of decisions dictated by 5:00 P.M. on Friday will be returned no later than 5:00 P.M. Tuesday

3.1.1.24The vendor must indicate the security in place for electronic transfer of information. The vendor must also accommodate the requirement of the Board of Review to prioritize the order in which the dictations of decisions are typed.

Response: We believe that information is an asset essential to an organization's business and needs to be appropriately protected. Due to the increasingly interconnected business environment, information is exposed to a great variety of threats and vulnerabilities. Therefore it is particularly important to suitably protect information. In doing so, we have implemented and continue to maintain our security policy in compliance with ISO standards.

Our Framework for Information Security Implementation:

- **Management information security forum** - A management forum to ensure that there is clear direction and visible management support for security initiatives shall be in place.
- **Information security co-ordination** - A cross-functional forum of managers from relevant departments of M2 and a management representative to co-ordinate the implementation of information security controls. Where required, other Members of the Business are invited to join the Information Security Forum to add expertise on business issues.
- **Allocation of information security responsibilities** - Responsibilities for the protection of individual assets and for carrying out specific security processes are clearly defined and assigned.
- **Authorization process for information processing facilities** - A well-defined management authorization process for new information processing facilities has been established.
- **Specialist information security advice** - Advice on information security provided by in-house or specialist advisors is regularly sought and communicated throughout the company.
- **Co-operation between organizations** - Appropriate contacts with law enforcement authorities, regulatory bodies, and information service providers is maintained to ensure best practice.
- **Risk Assessment, Analysis and Treatment:** The Security Forum has identified and regularly reviews the assets of the organization, and defines the risk assessment approach of the organization. The forum analyzes and evaluates the risks including vulnerability testing and documents the risk assessment report. The forum identifies and evaluates options for the treatment of risks and selects control objectives and controls for the treatment of risks

HIPAA Compliance

We provide dictation and transcription services in full compliance with HIPAA.

We have a Security Plan in place that is fully compliant with HIPAA, to protect the company's, stakeholders' and clients' assets, information and reputation, from all threats, whether internal or external, deliberate or accidental. Our managers are directly responsible for implementing the Plan within their business areas. It is the responsibility of each employee to adhere to the Plan.

It covers Physical Security measures and all forms of IT

Security measures. It includes guidelines and procedures relating to Security Policy Management (Security Management, Firewall and ISA Server Management), as well as E-mail, Internet, and Communication Management (Access Control, Email Management, and Internet Access Management).

The following physical and IT security measures and use of HIPAA-compliant software aid in our commitment towards compliance with HIPAA.

Physical Security Measures

Physical security measures include, but are not limited to the following.

- RFID-based Access Control System to control entry into and exit from our transcription center.
- 24x7 electronic surveillance systems in and around our building, server rooms, transcription center, and other sensitive locations.
- 24x7 security personnel manning our office.
- Smoke alarms and fire extinguishers.
- Disabled USB ports on all systems.
- Prohibiting employees from bringing in any electronic device including laptops and PDA, and bringing in or taking out any paper or document.
- Training employees on security and confidentiality standards including HIPAA as part of our transcription training program.
- Control of access to hard copies of all documents.
- Requiring employees to read and sign a "Confidentiality Agreement" at the start of their employment. Any violation of confidentiality standards would result in immediate termination of the employee and replacement with a suitable employee.

IT Security Measures

VoiceSys has reasonable and appropriate security safeguards in place to maintain the security and confidentiality of all information that we receive, store, process or transmit in connection with the provision of dictation and transcription services to our clients. VoiceSys is fully compliant with HIPAA and IT security requirements, which include, but are not

limited to the following.

- User authentication
- Role-based access, context-based access, and user-based access
- Automatic inactivity log-off
- Audit trail and audit logs

We have HIPAA-compliant transcription software in place to ensure data security during the transcription process.

- Our staff can process dictations and transcripts using only WordScript (a component of VoiceSys)
- Only authorized users with a valid username and password can login into WordScript
- Our staff are given access to view individually identifiable client information only on a need-to-know basis. The access is restricted to the time required to correctly transcribe dictations.
- WordScript receives and transmits data using PKI encryption
- WordScript downloads dictations into a password-protected system folder on the PC and after uploading the transcribed documents to the VoiceSys server, automatically deletes the dictations and the transcribed documents from the PC to ensure that no protected client information is left on the PC.
- All PCs are put behind a firewall and do not allow direct access to the Internet
- The PCs do not allow printing of documents or access to any removable storage device (e.g., zip drive) connected to them

Other IT security measures include, but are not limited to the following.

- Computers requiring strong passwords before being able to be used
- ISA Server to monitor and control Internet accesses and file downloads
- McAfee VirusScan Enterprise 8.5i with the latest virus definition updates, for virus protection on all systems
- PKI encryption of dictations and transcripts
- Network security with Cisco routers, firewalls, and other security safeguards
- Routine technical evaluation of all systems to ensure compliance with specified security requirements

On the Telephone Dictation System, WWV users will have the

option of marking the dictation for quick turnaround at the time of recording. Upon receipt of a dictation, VoiceSys will automatically prioritize dictations based on the turnaround timeframe requested by the WWV users. In the event that a prioritization request is made by the Board of Review after the dictation has been recorded and sent over to M2, we will accommodate all such requests and manually set priorities for such dictations on VoiceSys. The contract manager will ensure that all prioritization requests are accommodated and transcripts are delivered on time.

We ensure strict adherence to a cassette handling process to ascertain that the data contained in the cassettes are safe and secure at all times. At the commencement of the contract, M2 will assign an officer who will be solely responsible for the receipt and handling of all cassettes sent by WWV.

On successful receipt of cassettes, the designated officer will make entries in the Inward Register to reflect the date and time of receipt, mode of receipt and number of cassettes in the package. The recordings will then be converted into the native file format of VoiceSys, wherein the data will be encrypted. The cassettes will then be placed under safe custody by the designated officer. They will be stored in a locker and the access to the key will be solely restricted to the designated officer.

3.1.1.25The vendor will retain a "copy" of the electronically transmitted documents for a 45 day period.

Response: VoiceSys can be configured to save and store transcribed documents for any specified length of time. Per the requirement of WWV, we will configure VoiceSys to store a copy of the electronically transmitted document on our server for a period of forty five (45) days.

3.1.1.26The vendor will provide to the Board of Review the previous month's transcription of decision/orders on a mass magnetic storage

device (such as a compact disc) within ten (10) days of the end of each month.

Response: We agree to this requirement. On the first day of every month, we will copy all transcripts of decisions/orders transcribed during the previous month on a mass magnetic storage device such as a CD-ROM or other suitable media as agreed upon between M2 and WWV, and send it in a secure manner so as to reach the authorized recipient of WWV within 10 days of the end of each month.

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

Response: We agree to this requirement. If electronic mail is unavailable for a 24-hour period, our designated representative in Charleston, West Virginia, will deliver in a secure manner, the transcribed decisions/orders to the Board of Review on a mass magnetic storage device such as a CD-ROM or other suitable media as agreed upon between M2 and WWV. Alternatively, if WWV prefers so, this can be delivered via U.S. Mail to the address specified by WWV.

3.1.1.28 The vendor shall keep all dictation of hearings transcripts and decisions/orders, and any voluntary storage of those materials confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server or other digital storage devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and, all hard copies of documentation shall be secured away from public access and viewing. The vendor is not required to keep the transcribed materials stored for any specified period of time and shall only store it for whatever standard period of time the vendor deems appropriate for their internal needs.

Response: We agree to this requirement. Refer our response to 3.1.1.24 in this section for measures on meeting security and confidentiality requirement.

Employee Confidentiality Policy

We have an Employee Confidentiality Policy in place to ensure that our employees maintain the confidentiality of all information that we receive, store, process or transmit in connection with the provision of dictation and transcription services to our clients, and adhere to security and confidentiality standards.

Our Employee Confidentiality Policy includes the following:

- Providing mandatory training to employees on security and confidentiality requirements, (including HIPAA) as part of our transcription training program
- Requiring employees to read and sign a "Confidentiality Agreement". We have a zero tolerance policy on any breach of confidentiality. Our responses to a breach include:
 - o Counseling
 - o Disciplinary action such as verbal warning, issue of memo
 - o Suspension
 - o Termination of employment

After the specified retention period, if the transcribed materials are not required for any internal needs, we will not keep copies of transcribed reports, in any format, and will destroy all transcribed material in paper or electronic format.

3.1.1.29 The vendor's qualify of the decisions/orders/transcripts shall be subject to a quality

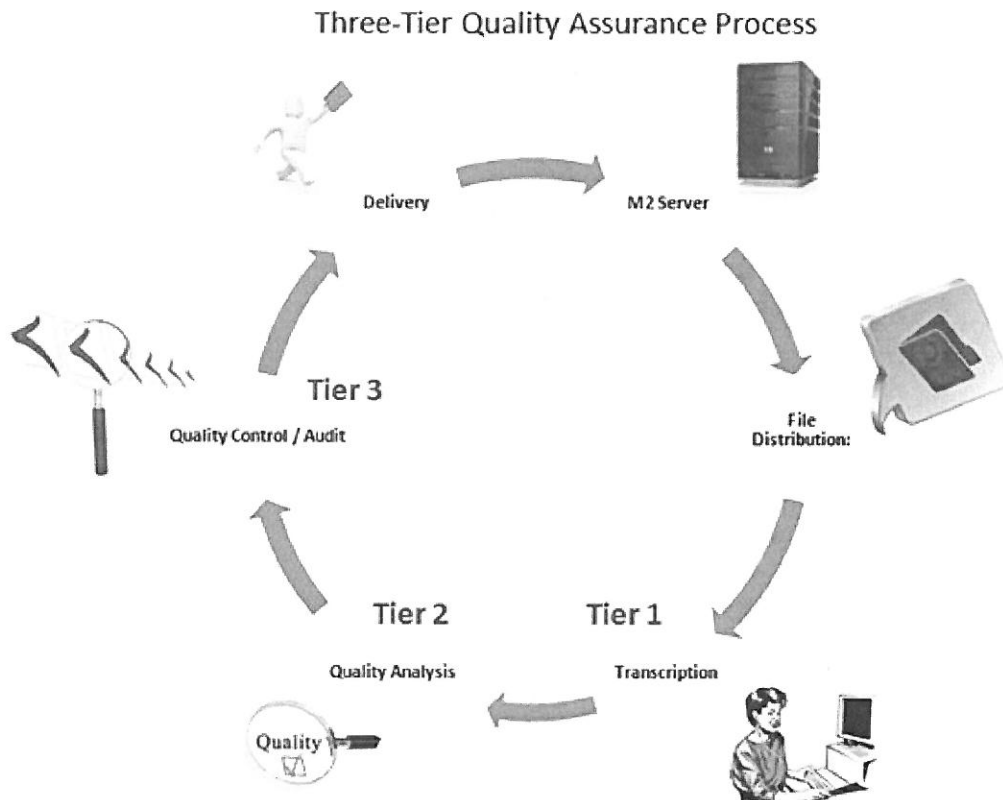
Review by the Board of Review. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictations material (either to or from the Board of Review and the successful vendor), contract

from this RGQ may be terminated. The Board of Review considers three or more errors per page of typed decision/order/transcript to exceed an acceptable level. This includes typing, grammar and English context or spelling errors. If the vendor fails to cure the problem the contract is terminated, all work in progress shall be delivered to the Board of Review.

Response: We agree to this requirement.

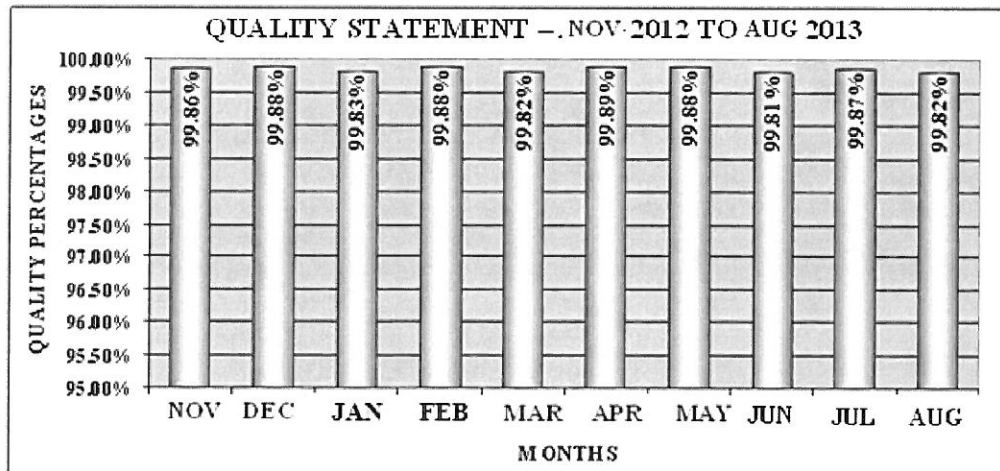
We have a mandatory and supervised 3-tier Quality Assurance Process in place to maintain an accuracy rate of not less than 95% for transcribed documents. Every transcript goes through a mandatory three-tier quality check to ensure that the resultant transcript will meet or exceed the quality expectations of WWV.

- **Tier-1:** Our Transcriptionists transcribe the dictations, in the correct format, on appropriate templates, with the objective of maintaining an accuracy rate of not less than 95%.
- **Tier-2:** Our Quality Analysts edit and review the transcribed documents for quality checks.
- **Tier-3:** Our Auditors audit the documents to ensure that each transcribed document conforms to our Quality Policy as well as the specifications and requirements of the client.



Electronic copies of reference material are installed on individual workstations for quick reference

Quality Statement



Our transcriptionists have the experience and expertise to transcribe with not less than 95% accuracy rate, as shown in our Quality Statement below.

M2 understands and agrees that quality of the decisions/orders/transcripts shall be subject to quality review by the Board of Review.

Every possible measure is adopted to avoid spelling and punctuation errors, listening-comprehension errors.

We have a fool-proof automated process for transfer of dictation material from and to our clients using VoiceSys.

However, in the improbable scenario where a drop in quality below 95% occurs or if there is consistent loss of dictations material, we understand and agree that the contract resulting from this RFQ may be terminated.

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

Response: M2 agrees to this requirement.

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

Response: M2 agrees to this requirement.

3.1.1.32 The vendor will provide multiple copies of transcribed documents as requested by the Board of Review.

Response: M2 agrees to this requirement.

3.1.1.33 The vendor should provide references for the transcription services performed over the past five years and provide examples of this work with their submitted bid.

| Name of Client | Description of Work |
|----------------|---------------------|
|----------------|---------------------|

| | | |
|--|--|--|
| City of Mesquite, 10 E. Mesquite Blvd. Mesquite, NV 89027 | Name: Cherry Lawson, CMC, City Clerk Phone: (702) 346-5295 | We have experience transcribing minutes of City Council, Technical Review, Planning Commission, and Economic Development meetings. |
| Catawba Hospital, 5525 Catawba Hospital Dr., Virginia 24070 | Name: Linda J Webb, RHIT Phone: (540) 375-4217 | We have experience providing transcription services involving Custody Evaluation Reports for the Health Information Management Department. |
| Southwest Medical Associates (SMA) Las Vegas, NV | Name: Samantha Moore Phone: (702) 242-7233 | SMA is one of the largest multispecialty medical groups in Nevada, encompassing 14 locations. We have had a long association of 15 years (since 1997), providing medical transcription services to SMA for an average volume of more than 12 million lines per year. |

Refer **Appendix II - Sample Transcripts** for examples of our work.

3 CONTRACT AWARD:

3.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Response: M2 understands and agrees to the terms as stated above.

3.2 Pricing Pages: Vendor should complete the Pricing Pages by providing an all-inclusive cost for any and all fees that may be associated with the service requested in this RFQ. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

Response: The above has been complied with by M2. The prices quoted are inclusive of all costs for any and all fees associated with the

services requested in this RFQ.

3.3 The Pricing Page contains a list of the Contract 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.

Response: M2 understands and agrees to the terms as stated above

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

Response: M2 agrees to the above requirement. The above has been complied with by M2.

4 ORDERING AND PAYMENT:

4.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders on-line.

Response: M2 agrees to accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

Our proposed plan for processing orders for transcription is detailed in Section 1.3 Implementation and Workflow in Appendix I - VoiceSys.

4.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Response: M2 agrees to this requirement.

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

5 DELIVERY AND RETURN:

5.1 Delivery Time: Vendor shall deliver transcribed hearings and decisions/orders in accordance within the schedule described in Section 3 and shall not hold orders until a minimum delivery quantity is met.

Response: M2 agrees to this requirement.

5.2 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.

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

Response: M2 agrees to this requirement.

5.3 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.

Response: M2 agrees to this requirement.

5.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract 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.

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

Response: M2 understands and agrees to this requirement.

5.5 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.

Response: M2 understands and agrees to this requirement.

6 MISCELLANEOUS:

6.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

Response: M2 understands and agrees to this requirement.

6.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Response: M2 understands and agrees to this requirement.

6.3 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.

Response: M2 understands and agrees to this requirement.

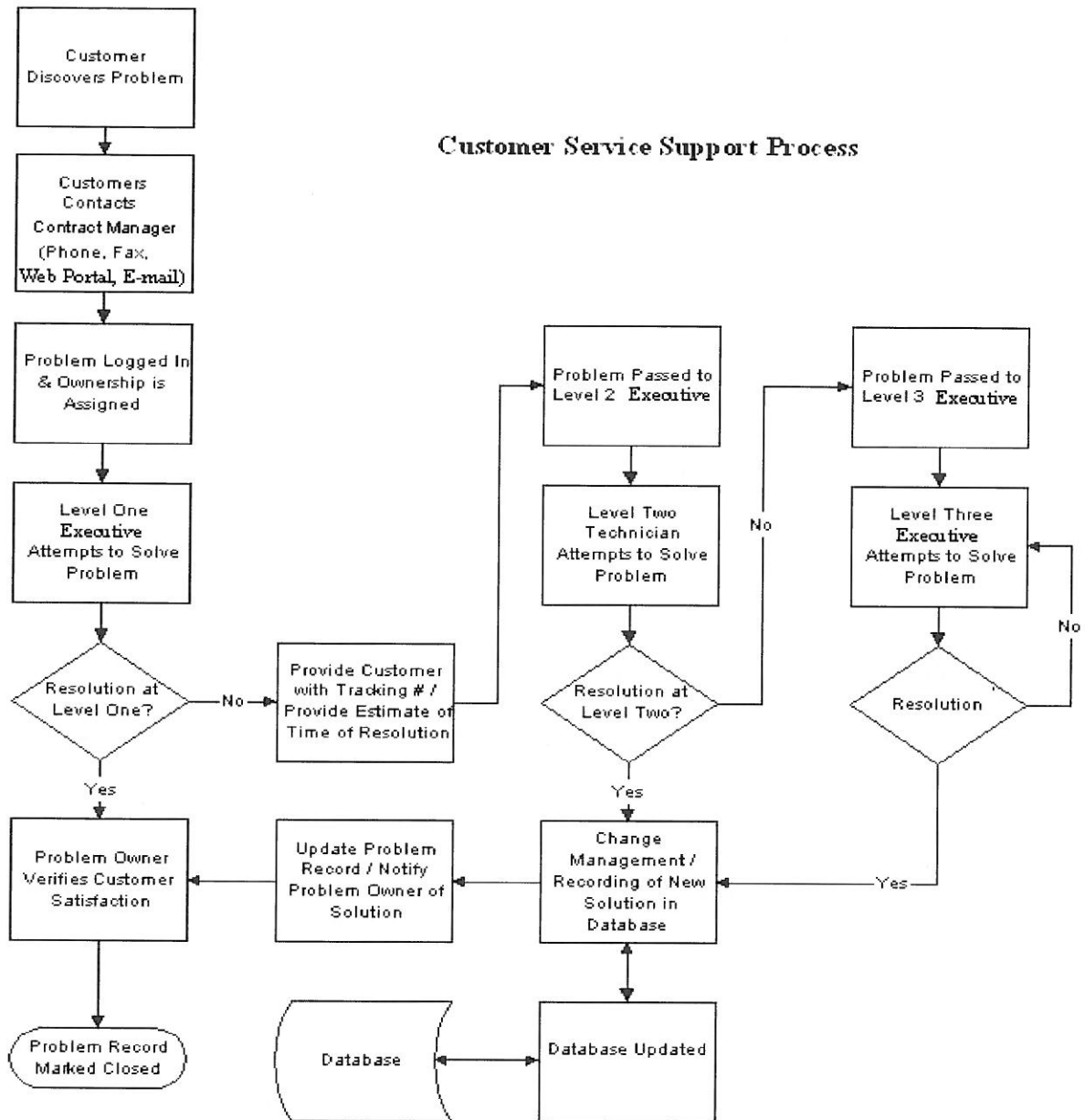
6.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager

REQUEST FOR QUOTATION
WWV14127 for Transcription Services

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. Vendor should list its Contract manager and his or her contact information below.

Response: During the performance of this contract, we will designate and maintain a contract manager who will be responsible for overseeing the performance of all responsibilities under this contract, and who will ensure that all services are delivered to the satisfaction of WWV as per the requirements laid down in this RFQ. The contract manager will accept and address support requests from WWV via email, our specified telephone number, our toll-free number (866) 733-8781, our customer support number (702) 988-2131, fax, or our customer care web portal.

REQUEST FOR QUOTATION
WWV14127 for Transcription Services



The contract manager who will be available during business hours will liaison with WWV to address any customer service or other issues related to this contract. In addition, a representative of the contract manager will be available at all times (outside of normal business hours) to address any issues that WWV may have. The following is the contact details of the proposed contract manager for this project:

Contract Manager: Jennie Mathew
Telephone Number: 702.733.8781
Fax Number: 702.733.7961
Email Address: jennie.mathew@m2comsys.com

1.0 *VoiceSys Suite*

We propose VoiceSys, our own secure, highly sophisticated, completely integrated, and standards-compliant Dictation and Transcription Management Suite, to WorkForce West Virginia, on the solicitation by West Virginia Purchase Division. VoiceSys can control and manage the entire recording and transcription process. We can configure VoiceSys to meet the services requested in this RFP.

VoiceSys supports recordings via telephone, digital hand-held recorder, smartphone, and PC-based microphone. It can import recordings from external applications or from external locations such as FTP. It comprises a set of modules built around a central SQL database. It functions seamlessly to achieve speed, accuracy, and precision data management from recording to transcription.

1.1 COMPONENTS OF VOICESYS

VoiceSys comprises the following components.

- ✓ **Telephone Dictation System (TDS)** - an IVR-based system that manages recordings via touchtone telephone
- ✓ **Recording Manager** - a tool that manages recordings via hand-held digital recorders
- ✓ **iSmartDM** - an app that manages recordings and transcripts via iPhone
- ✓ **VoiceSys Enterprise Manager** - administrative component of VoiceSys
- ✓ **VoiceSys Web Admin** - web-based version of VoiceSys Enterprise Manager
- ✓ **eTranscribe** - is a secure web-based interface for transcription management
- ✓ **WordScript** - complete transcription editing tool
- ✓ **PrintStation** – a tool for centralized printing, faxing, and e-mailing of transcripts

1.1.1 TELEPHONE DICTATION SYSTEM

Telephone Dictation System (TDS) is a very user-friendly and inexpensive system that can record audio files using a touch-tone telephone. It handles voice recording, file encryption, and file compression. Telescriber automatically uploads completed recordings to a preset transcription facility for transcription and delivery. It provides a password protection option on playback for compliance with data security standards. It also provides a variety of Interactive Voice Response (IVR) prompts. Users who dictate can either access the transcribed reports online or download them. With Telescriber, a user can record an audio file, play it back, and even edit it before sending it out for transcription. Authors can also review and modify previously recorded audio files.

Telescriber has a telephone card that supports multiple channels. Thus, multiple callers can dictate at the same time without receiving busy signals. It accepts signals from regularly used touch-tone telephones. Only users with a valid Personal Identification Number (PIN) can access the system. Users can automatically save completed recordings under a filename, which includes the date and time of recording, as well as other relevant details. If the system capacity needs to be increased to accommodate more users, a telephone card that supports more channels should be installed. Incomplete recordings are saved in "Edit" mode, so that users who lose their line can dial back in, select the incomplete recording, and continue to record audio.

Key features:

- ✓ Highly secure login via a unique Personal Identification Number (PIN)
- ✓ Password protection
- ✓ Recording recorded using a touch-tone telephone
- ✓ IVR system to give instructions to the user
- ✓ Highly interactive options for reviewing and editing recordings
- ✓ User-friendly menu-driven system
- ✓ GSM compression technology
- ✓ Facility to create an individual account for each author
- ✓ Supports Digital Voice Recording
- ✓ Saves incomplete recording in 'Edit' mode
- ✓ System-generated job confirmation number prompted at the end of each recording
- ✓ Facility for authors to set the turnaround time for each recording
- ✓ Supports different author templates
- ✓ Provides playback controls such as play, record, pause, stop, rewind, and forward
- ✓ Provides edit controls such as insert, append, and overwrite
- ✓ Provides a control to adjust volume
- ✓ Provides listen line capability
- ✓ Configurable playback keys
- ✓ Recording channel status display
- ✓ Provides prompts to enter preliminary data before beginning a recording
- ✓ Supports both digital and analog telephone cards
- ✓ Direct digital voice recording through telephone
- ✓ Configurable tele-keypad and settings
- ✓ Accessible from different facilities via creating different system profiles
- ✓ Fast and user-friendly query facility for channel status, call details, wave file status, etc.
- ✓ Facility to easily assign sound files for different prompts

1.1.2 DICTATION MANAGER

Dictation Manager helps the user record audio files via a digital hand-held recorder, PC-based microphone, and other devices such as PDA. It encrypts and automatically routes them to the VoiceSys server. Users can also use Dictation Manager to review, edit, sign, print, and e-mail transcribed documents. It supports PKI-based encryption and complies with data security standards. It uses GSM sound compression technology, providing high-quality recordings.

Key features:

- ✓ Central sign-off mode
- ✓ Records audio files via digital hand-held recorders of brands such as Olympus, Phillips, and Sanyo; PC-based microphone; and other devices such as PDA
- ✓ Direct digital voice recording
- ✓ Uses GSM compression technology
- ✓ XML support for different author templates
- ✓ Configurable turnaround time
- ✓ Automatically fetches patient demographics
- ✓ Routes audio files to the VoiceSys server automatically

- ✓ Automatically associates audio files and transcribed files
- ✓ Fast and efficient file search functionality
- ✓ Electronic signature
- ✓ Ability to review files from anywhere using the 'In-basket' option
- ✓ Facility to edit and review transcribed files
- ✓ Transmission of documents via e-mail, FTP, and fax
- ✓ Facility to print documents
- ✓ Provision to schedule e-mail, fax and printing of documents
- ✓ Configurable settings
- ✓ Supports dial-up and direct Internet connection for transmission
- ✓ PKI-based encryption for security

1.1.3 VOICESYS ENTERPRISE MANAGER

VoiceSys Enterprise Manager is at the core of the VoiceSys suite. It manages and regulates all the other components. It manages the entire file flow in the transcription system, providing a liaison, transferring data files from the user dictating to transcriptionist, and transcribed reports from transcriptionist to the user who dictated the report. It can track all the users accessing the files flowing through the system. It provides enhanced file-monitoring features and maintains logs for reporting transcription accuracy and turnaround times.

VoiceSys Enterprise Manager

Admin File Manager User Admin Dictation Admin Trans. House Admin Lookups Work Type Advanced Help

VoiceSys - File Details Monday, February 28, 2011

File Manager

- File Details
- Add Wave file
- Add Transcripts
- Transcript Hold

Query Groups

FILE INFORMATION

Queries

- Query by Work Type
- Query by Work Type and Date
- Query by Wave Type
- Query by any field
- All Files

Selection Details

Query Name All Files

Execute

Query Results 553 Record(s) retrieved Total PlayTime is 848:33 **Settings**

| WAVE ID | Wave File Name | Wave File Size (...) | Transcript Name | DOC. ID | File Status | Dc |
|---------|-------------------|----------------------|-------------------|---------|-------------|----|
| 263 | EMR_TEST3.wav | 13320 | EMR_TEST3_EM... | 5241 | For Review | Te |
| 264 | EMR_TEST4.wav | 22160 | EMR | 5261 | For Review | Te |
| 266 | TEST_DR-EMR1... | 22160 | TEST_DR-EMR1 | 5301 | For Review | Te |
| 267 | Test_dr-458-00... | 225480 | Test_dr-458-00... | 5321 | For Review | Te |
| 374 | Test_dr-10-00... | 229900 | Test_dr-10-00... | 7461 | For Review | Te |
| 375 | Test_dr-10-00... | 17740 | Test_dr-10-00... | 7481 | For Review | Te |
| 401 | Test_dr-10-00... | 31000 | Test_dr-10-00... | 8001 | For Review | Te |
| 402 | Test_dr-10-00... | 48680 | Test_dr-10-00... | 8021 | For Review | Te |
| 416 | Test_dr-591882... | 188560 | Test_dr-591882... | 8301 | For Review | Te |
| 418 | Test_dr-591882... | 188560 | Test_dr-591882... | 8341 | For Review | Te |

User Admin
Dictation Admin
Trans. House Admin
Lookups
Work Type
Advanced

Key features:

- ✓ Telemic with barcode scanner

- ✓ Document lifecycle tracking
- ✓ Secure and standards-compliant file routing
- ✓ Automatic distributed faxing, printing, FTP, e-mail
- ✓ Secure web-based access to transcribed documents
- ✓ Secure web interface for remote monitoring and reporting
- ✓ Online editing
- ✓ Electronic signature
- ✓ Built-in print / e-mail server with multiple routing options
- ✓ Import / export interface to external applications
- ✓ Wireless recording
- ✓ Custom routing and formatting options
- ✓ Voice recognition
- ✓ Automated printing and faxing to distributed locations
- ✓ Audit tracking
- ✓ Extensive search facility
- ✓ Storage of transcripts for 1 year or for the period specified by clients
- ✓ Recording and transcription data archive in multiple geographically distributed locations
- ✓ Option for authors to accept or reject documents
- ✓ Supports unlimited users

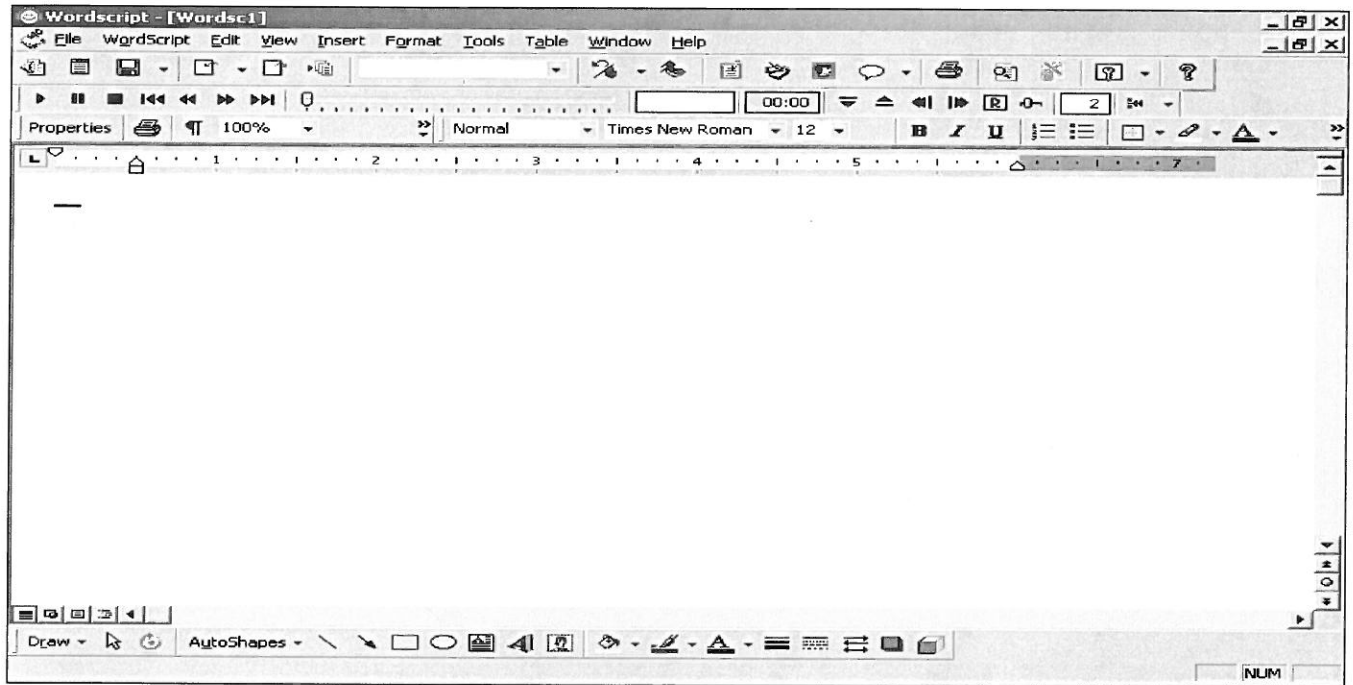
1.1.4 VOICESYS WEB ADMIN

VoiceSys Web Admin is the web-based version of VoiceSys Enterprise Manager. It is a complete, user-friendly web application, which allows access to the VoiceSys database through a web browser. This application helps monitor server-related activities at a single terminal, thus administering the network efficiently and managing the entire work via the Internet.

| VoiceSys Web Suite | | | | | | | | | | | | |
|---|-------------|--|-------------|---------------|-------|--------------|----------|----------|----------|------------|-------------------------------|----------|
| File Manager User Manager Dictation Admin Reports Messaging Trans House Advanced Options Logout | | | | | | | | | | | | |
| File Information | | | | | | | | | | | | |
| Display Search Conditions | | | | | | | | | | | | |
| 172 Files : Page 1 of 1 | | | | | | | | | | | | |
| Total Line Count : 5881 | | | | | | | | | | | | |
| Total Playtime : 477:57 | | | | | | | | | | | | |
| FILE | Case Status | Transcript Name | File Status | Date Received | TAI | TAI Achieved | Playtime | MRN | Specimen | Job Number | Name | VRC Line |
| | | gimble-9154-[29-0-37]-[02172011]-[203955]-07@12344080Y | Doc. signed | 02/17/2011 | 24.00 | 24 | 3:25 | 80030628 | | | ARNONE, SALVATORE | |
| | | wbarr-3333-[161-0-36]-[02172011]-[193237]-07@12344080X | Doc. signed | 02/17/2011 | 2.00 | 1 | 5:48 | | | | W. Kent Barr, MD, FACG, FSCAI | |
| | | trichardson-6656-[43-80042996-37]-[02172011]-[185359]-07@12344080W | For Review | 02/17/2011 | 24.00 | 26 | 4:26 | 80042996 | | | SAUNDERS, EDNA | |
| | | abarker-94114-[29-80066166-38]-[02172011]-[185104]-07@12344080V | For Review | 02/17/2011 | 24.00 | 33 | 1:38 | 80066166 | | | NATIONS, THOMAS | |
| | | kearnes-94109-[40-0-38]-[02172011]-[184232]-07@12344080U | For Review | 02/17/2011 | 24.00 | 31 | 0:54 | 80028437 | | | KEIM, FRANK | |
| | | trichardson-6656-[42-80053580-38]-[02172011]-[183012]-07@12344080S | For Review | 02/17/2011 | 24.00 | 26 | 2:18 | 80053580 | | | WILLIAMS, JONI | |
| | | snixon-6444-[32-80006090-38]-[02172011]-[183043]-05@12344080T | For Review | 02/17/2011 | 24.00 | 31 | 1:15 | 80006090 | | | BROWNELL-WATSON, MARGARET | |
| | | hwingo-78-[60-80208486-39]-[02172011]-[182602]-07@12344080R | For Review | 02/17/2011 | 24.00 | 26 | 2:22 | 80208486 | | | FERGUSON, LAVADA | |
| | | anestine-94110-[117-0-32]-[02172011]-[181847]-07@12344080Q | For Review | 02/17/2011 | 24.00 | 31 | 2:32 | 80032710 | | | MITCHELL, LYLE | |
| | | rbaker-22-[48-80028811-32]-[02172011]-[181035]-05@12344080P | For Review | 02/17/2011 | 24.00 | 31 | 1:13 | 80028811 | | | SPERRY, CARLIN | |
| | | apalmer-2999-[73-80208383-37]-[02172011]-[180935]-07@12344080Q | Doc. signed | 02/17/2011 | 24.00 | 31 | 1:01 | 80208383 | | | BAXLEY, HALEE | |
| | | snixon-6444-[32-80006090-38]-[02172011]-[175920]-07@12344080N | For Review | 02/17/2011 | 24.00 | 31 | 3:47 | 80006090 | | | BROWNELL-WATSON, MARGARET | |
| | | holmes-94110-[117-0-32]-[02172011]-[181847]-07@12344080Q | For Review | 02/17/2011 | 24.00 | 31 | 2:32 | 80032710 | | | HOLMES, | |

1.1.5 WORDSCRIPT

WordScript is a complete transcription-editing tool designed to meet the needs of the transcriptionist. It combines all the features of Microsoft Word along with audio control and sound navigation. It has a built-in word expander, macro create/insert tool, data lookup tool, line count utility, and more.



1.2 REPORTING CAPABILITIES

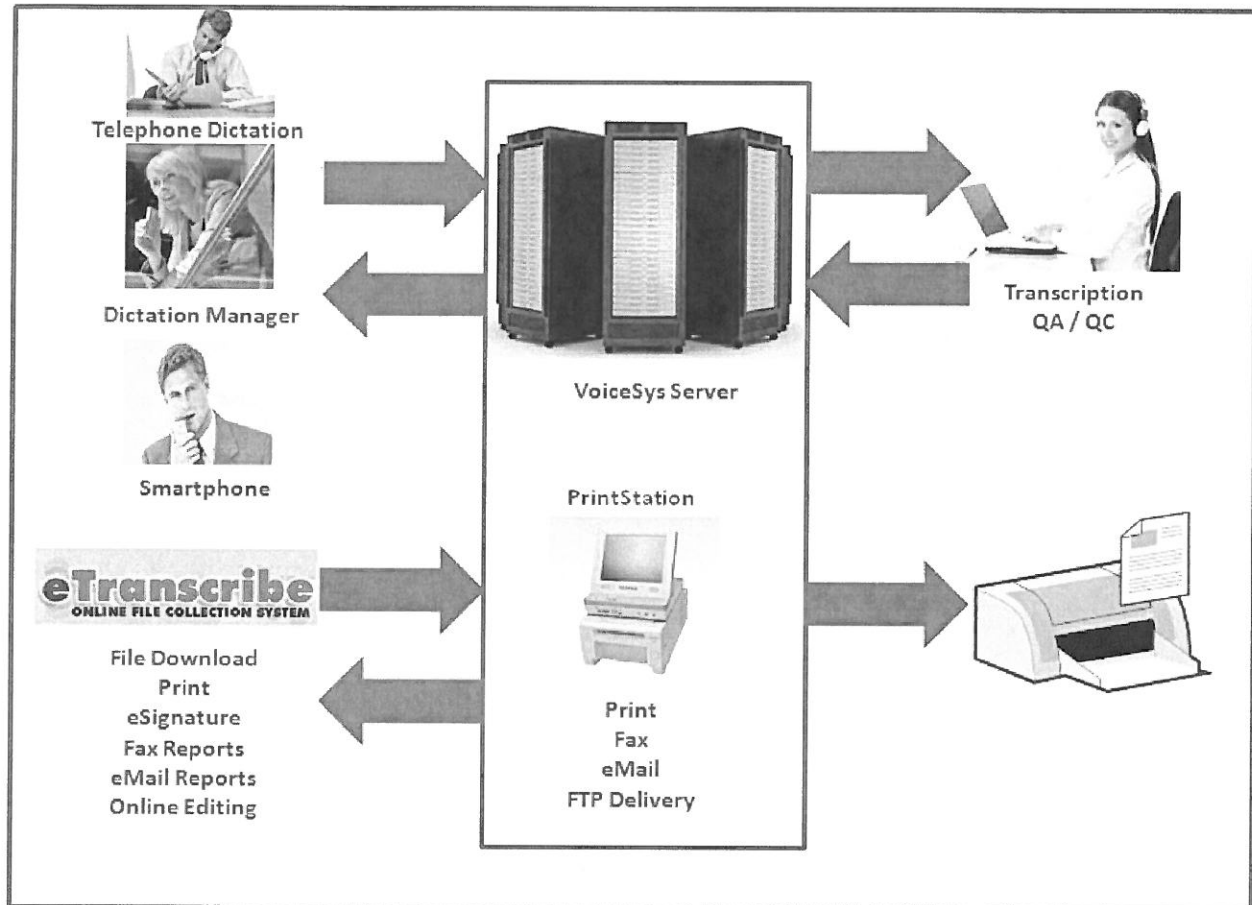
The Report Generator module of VoiceSys provides the following reports.

| PROCESS REPORTS | AUTHOR REPORTS | TRANSCRIPTIONIST REPORTS |
|--|--|---|
| <ul style="list-style-type: none"> ✓ File history ✓ File received ✓ File status ✓ Total by document type ✓ Report by work-type ✓ Daily transcription report ✓ TAT report ✓ Daily summary | <ul style="list-style-type: none"> ✓ Author details ✓ Recording summary ✓ Line count details ✓ Detailed report by author ✓ Report by author and work-type | <ul style="list-style-type: none"> ✓ Transcriptionist details ✓ Transcriptionist details summary ✓ Transcription history ✓ Production summary ✓ Line count summary ✓ Line count report by Transcriptionist ✓ Transcription status report |
| ✓ MANAGEMENT REPORTS | ✓ BILLING REPORTS | ✓ SUMMARY REPORTS |
| <ul style="list-style-type: none"> ✓ Number of recordings received ✓ Number of files per work-type ✓ Number of physicians per | <ul style="list-style-type: none"> ✓ Author billing summary ✓ Transcriptionist billing summary | <ul style="list-style-type: none"> ✓ Vendor line count summary ✓ Vendor file details with pending-file summary |

| | | |
|-----------------------------|--|--|
| work-type ✓ Daily volume | | |
|-----------------------------|--|--|

1.3 IMPLEMENTATION AND WORKFLOW

Given below is an illustration of the workflow:



- ✓ We will provide toll-free number(s) to WWV, which the WWV users can use to dial into the Telephone Dictation System (TDS) server, a component of VoiceSys, and dictate directly into TDS. Each user will be provided a unique PIN# at the time of registration on TDS, which they will use to login into TDS after dialing into the system. Alternatively, WWV can use our smartphone mobile application, iSmartDM, to login and dictate over a smartphone.
- ✓ The TDS server will automatically encrypt and compress completed dictations and upload to the VoiceSys server as voice files.
- ✓ M2ComSys' transcription workflow management system (at the transcription center) will automatically download the dictations from the server and route them to a dedicated transcription team in accordance with preset client-transcriptionist profiles. M2ComSys will form a dedicated team to handle the work received from WWV.
- ✓ M2ComSys' transcriptionists will use WordScript, the text editor for MTs, to transcribe the dictations in the correct format on appropriate forms, edit/review the transcripts; and,

audit the edited transcripts and upload them to VoiceSys. Each transcribed file will go through a mandatory and supervised 3-tier Quality Assurance Process.

- ✓ WWV can use VoiceSys Enterprise Manager or Web Admin, the administrative component of VoiceSys, to login and download resulting transcribed reports.
- ✓ WWV users can use the web-based module eTranscribe to view and sign completed transcripts and also check the current status of dictations.
- ✓ WWV users can use the PrintStation module to e-mail or print transcribed documents or even upload them to an FTP site or a designated server. As per the expressed preference of WWV, we will configure VoiceSys to email the transcripts to originator of the corresponding dictation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. : WWV14127

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

M2ComSys, Inc

Company



Authorized Signature

September 30, 2013

Date

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

SOLICITATION NUMBER: WWV14127

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☒ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

To change the bid opening date to October 3, 2013 at 1:30 PM EST

To distribute the answers to the Technical Questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A



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

Solicitation

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| NUMBER |
| WWV14127 |

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| GUY NISBET 304-558-8802 |

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OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV
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| DATE PRINTED |
| 09/18/2013 |

BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

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| ADDENDUM NO. 1 | | | | | | |
| THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION. | | | | | | |
| 0001 | 30,000 | EA | 961-72 | TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR | | |
| 0002 | 7,000 | EA | 961-72 | TRANSCRIBING TELEPHONE DICTATION | | |
| 0003 | 20,000 | EA | 961-72 | TYPING OF DECISIONS/ORDERS | | |

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Solicitation

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BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

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| 0004 | 300,000 | EA | | 961-72 | | |
| DOCUMENTATION COPYING (EXTRA COPIES OF TRANSCRIPTS) | | | | | | |
| ***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL: | | | | | | |

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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

Appendix -II

SAMPLE TRANSCRIPTS

As requested in Section 3.1.1.33 of the RFQ # WWV1427, we have included herewith sample transcripts from two of our esteemed clients. These two were handpicked because we believe they will amply demonstrate our expertise in transcribing hearing reports as well as complicated Custody Evaluation Reports. The following two clients form only a fraction of our huge clientele, and we would be happy to share similar transcripts from our other clients as well, if WWV desires so.

1. **CITY OF MESQUITE, NEVADA (Page 2 to 25)**
2. **CATAWBA HOSPITAL, VIRGINIA (Page 26 to 31)**

Kindly note that patients' names and other information have been masked out to comply with statutory laws related to confidentiality of information.



Mesquite City Council

Regular Meeting

Mesquite City Hall

10 E. Mesquite Blvd.

Tuesday, August 27, 2013 - 5:00 PM

Minutes of a scheduled meeting of the Regular City Council Meeting held on Tuesday, August 27, 2013 at 5:00 P.M. at City Hall. In attendance were Mayor Mark Wier, Council members Geno Withelder, Allan "Al" Litman George Rapson, Kraig Hafen and Richard Green. Also in attendance were City Manager Andy Barton, City Attorney Cheryl Truman Hunt, City Clerk Cherry Lawson, Finance Director/City Treasurer Dave Empey, Development Services Director Richard Secrist, Public Works Director Bill Tanner, Chief of Police Troy Tanner, Police Captain Scott Taylor, Athletic & Leisure Department Director Bryan Dangerfield, Public Information Officer Aaron Baker, and other City staff, and approximately 35 citizens.

Mayor Wier called the meeting to order at 5:00 p.m. (NOTE: This meeting has been tape-recorded and will remain on file in the office of the City Clerk for four years for public examination.)

Below is an agenda of all items scheduled to be considered. Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Mayor and Council. Additionally, the Mayor and Council may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is limited to three minutes per person and may only address items that are not on the meeting's agenda.

Ceremonial Matters

- INVOCATION – Reverend William J. Youmans, Organizing Pastor, Valley Presbyterian Church, NCD
- PLEDGE OF ALLEGIANCE

Consent Agenda

Items on the Consent Agenda may not require discussion. These items may be a single motion unless removed at the request of the Mayor, City Council, or City Manager.

Mesquite City Council Meeting
Tuesday, August 27, 2013; 5:00 PM

[5:02 PM] Minutes:

Mayor Wier stated that he had received a request to have the following items pulled from the Consent Agenda, Item No. 4 and Item No. 6 and moved to Administrative Items. He asked that Item No. 4 be placed before Item No. 15, and Item No. 6 to be placed after Item No. 4. He stated that Item No. 15 is being pulled from the agenda, and requested to have Item No. 17 be placed after Item No. 10.

[5:03 PM] Minutes:

Council member Hafen stated that he needs to abstain from the consent as there is a bill to be paid with Bunkerville Irrigation Company and that he has ownership in that company.

Council member Withelder made a motion to approve the Consent Agenda with the changes made by Mayor Wier subject to all staff recommendations and approvals. Council member Litman seconded the motion.

Passed For: 4; Against: 0; Abstain: 1 (Hafen); Absent: 0

1. Consideration of approval of the August 20, 2013 Regular City Council Meeting Agenda and the July 23, 2013 Regular City Council Meeting Minutes. - Possible Action
2. Consideration of approval of:
 - a) Notification of Budget Transfers
 - b) Notification of Budget Amendments
 - c) Notification of Bills Paid
 - d) Purchase Orders
 - e) May and June 2013 Financial Statements- Possible Action
3. Consideration of approval of Reapportionment Report numbers 11 and 12 and the revised assessment roll for the Anthem at Mesquite Special Improvement District No. 07-01 with required findings; and direction to staff to ensure that the report is recorded in the office of the county recorder with all required documentation - Possible Action
4. Consideration of approval of Beer, Wine and Spirit Based Products On-Sale Liquor License for Roberto Anthony Garcia new owner of Mesquite Salon De Fiestas, located at 780 Hafen Lane Ste. A, and consideration of approval as the "Key Employee". - Possible Action - **MOVED TO THE ADMINISTRATIVE AGENDA**
5. Consideration of approval of change orders for Trade West Construction for the Bunkerville Irrigation Company replacement structure for structure

Mesquite City Council Meeting
Tuesday, August 27, 2013; 5:00 PM

modifications. - Possible Action

6. Consideration of approval of an Aviation Fuel Supply Agreement between City of Mesquite and AvFuel Corporation for Fixed Based Operator Aviation Fuel, at the Mesquite Airport located at 1200 Kitty Hawk Road. - Possible Action - **MOVED TO THE ADMINISTRATIVE AGENDA**
7. Consideration of selecting an Airport Consultant for Engineering Services for the next 3-5 years addressing the Airport Capital Improvement Plan for the Mesquite Airport, located at 1200 Kitty Hawk Drive in Mesquite, Nevada. - Possible Action

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

8. Public Comments

[5:04 PM] Minutes: Mayor Wier opened the meeting to receive Public Comments.

[5:04 PM] Minutes:

Jean Johnson, Mesquite resident announced the events at the Mesquite Arts Gallery and the Community Theater saying, "Through the end of the month over at the Mesquite Art Gallery will be Art from the Soul, which is a themed exhibition and artist of the month Sandy Cooper. These are both free and they are sponsored by the Virgin Valley Artists Association.

September 3rd through the 28th, artist of the month Jan Stensland will be over at the Fine Art Gallery.

September 3rd through the 23rd will be the Mesquite Invitational Exhibition presented by art organizations in the Mesquite regional area. This is also at the Fine Art Gallery.

On September 4th will be the Brown Bag lecture by a nature photographer which is at noon and all three of these are presented by the Virgin Valley Artists Association and are free to the public.

On September 18th, Friends of Gold Butte will have an educational presentation at the Mesquite Community Theater and it's free, everybody is invited and the presentation starts at 7 p.m.

On September 28th at 3 p.m. and 7 p.m., there will be a presentation of the Evening of Comedy and Magic at the Community Theater. This is a fundraiser for the Mesquite Community Band; adults \$10 and children \$5 to get in."

[5:06 PM] Minutes:

Jack Beele, 778 Southridge Drive, Mesquite, announced, "Pickle ball is coming to Mesquite. If you haven't heard about pickle ball, you are going to hear a lot about it. Anybody can play it, but it's primarily for 50+. With a lot of cooperation from Nick and Bryan, two weeks ago we had two seminars down at the Rec Center by a gentleman that came over from St. George. The first day, we only had about 10 people there, and the oldest gentleman that was there happened to be a friend of mine. He was 89. The next day, we had another session, we jumped to 15 and we had a lady there that was 86; however, she forgot to bring her tennis shoes, but she was still out there.

You can't imagine the enthusiasm of this particular sport. I played them all. The court is a little smaller than a tennis court, a little larger than a ping pong table; same goes with the paddles. You just can't imagine the enthusiasm that is developed from this particular game. What we hope to do and that is as time goes on, we would like to get enough people involved in this, where we can have tournaments such as Sun City has had out here last spring, I don't know exactly how many they had enrolled in the tournament, but I am going to guess at least a 100-150, and they had people from Montana, Colorado, California, Arizona, you name it and they were there. We can be doing the same thing to help our economy in a way right here in Mesquite.

What the Leisure Company Recreation Committee has done and that is they blanked off the west end of the basketball court at the Rec Center, was able to get in two courts, they taped it off and the nets are a little bit lower than the regular tennis net and this mostly is more fun if it's played in doubles rather than singles. I guess if you are young enough and if you can run fast enough, that's fine for singles, but at any rate, keep your eye out and watch for the newspaper and the news as to what develops because talk it up, this is something we can all be very proud of and we can be a drawing card right here in Mesquite as well.

Regarding the increase of the fees at the Rec Center, I would hope that this does not develop as an increase. I think that probably many of us do realize that in most cities there is a certain amount of free will if you want to call it, that you are never going to get all your money back from the Community Rec Center. It doesn't happen. I think we came pretty close, if I recall it's something like 60%, is what we have got on our return, does that sound like a reasonable figure? Whatever it is, I don't think we as taxpayers and especially those that are on fixed income should be bearing an increase in cost. It's a very nice facility but we do need more people there as I understand it. Back to pickle ball, for those of you that are interested, we don't have a place here in town yet, where we can buy the equipment. Big 5 in St. George does have it and the Rec Center down here does have a few paddles and a few balls and of course, the nets are up as well. Thank you."

[5:11 PM] Minutes:

Mayor Wier closed the meeting for Public Comment.

Special Items

9. Presentation from the Development Services Staff on the Mesquite 2011 Draft Bikeways Development Plan. - Presentation

[5:11 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Secrist for an overview.

[5:12 PM] Minutes:

Mr. Secrist provided an overview of the Mesquite 2011 Draft Bikeway Development Plan saying, "Good evening Mayor and members of the City Council, every year as part of its unified work program, the Regional Transportation Commission solicits planning studies from the local jurisdictions within the county; ideas for planning studies for them to conduct on our behalf I guess. In 2011, the City of Mesquite requested that they do a study of bikeways - a bikeway development plan for the City of Mesquite and due to the other priorities at the time and changes in staffing, etc., the plan was never brought to the Council for formal adoption. It was completed in June 2011 and so it's in a draft form.

Planning Staff were recently contacted by Ken Cook and a small group of, kind of an ad-hoc committee, interested in pursuing the idea of becoming a bicycle friendly community and we thought it an appropriate time to bring this draft plan forward to Council for your information. We are not asking that you take any formal action on it tonight; we just want to present the plan, give you the report. Over the next few months, what we would like to do with the Council's blessing is conduct kind of an public outreach campaign, educate the public about what's in this draft, solicit comment, eventually come back for formal adoption as part of the City's Master Transportation Plan. So, tonight I want to just kind of walk you through what's in this study, make you familiar with it and then the following item No. 10 Ron Floth with the Regional Transportation Commission is going to talk about the process of becoming bicycle friendly, should we decide to go down that road.

The draft plan - the 2011 City of Mesquite Bikeways Development Plan is part of our effort and our commitment to provide alternative forms of transportation as well as enhance recreational opportunities for the community, and the plan encompasses the following goals:

1. To provide bikeways that are suitable, convenient, and efficient for bicycling.
2. Support and encourage increased levels of bicycling.
3. To implement Bikeway projects identified through the Regional Transportation Commission and Local Government Planning Process.

One of the first things that RTC and their consultant Parsons Brinckerhoff did was identify the existing bicycle facilities in town and put together a database of where the bike lanes are, where the bike paths are, the bike routes, where community facilities are in relation to those, are there gaps in the system that need to be kind of filled in and added to, etc., and that's kind of what this map here shows.

Bicycle Paths - Class 1 bikeways. A bicycle path basically is an exclusive car-free facility, typically not located within the standard street cross section or street right-of-way, so they have separate right-of-ways from automobile traffic. There are usually located along transit corridors or flood control channels or in parks, and generally felt to be the safest bikeways. The roadrunner trail in the City of Mesquite which encircles the urban core adjacent to the drainage channels is a typical example of this kind of a bike path.

Bicycle Lanes - Class 2 bikeways. A bicycle lane is a portion of the roadway, which has been designated by striping, signing, and pavement markings for the preferential or exclusive use of bicycles. This is a street cross section showing how those bike lanes could function within the right-of-way, between the travel lane and the parking lane for automobiles.

Bike Routes - Class 3 bikeways are typically routes along roadways which are recommended for use by bicyclists traveling to a particular destination or through a particular area. These roadways are considered appropriate for shared use and typically include a wider curb lane and again the cross section shows how these should work.

The RTC has adopted in its uniform standard drawings a policy to ensure all curb lanes are properly constructed to a minimum of 14 foot width to allow for shared use and the routes are usually designated by appropriate signage. The sign in Fig. 8 is the green sign with the bicycle and identifying it as a bike route. They have also developed a non-standard bicycle route signage to use along all of its bicycle routes targeted at both the motorists and bicyclists, to show that you are sharing the road here and it's kind of an education process for both the bicyclists and motorists to learn to share that road safely and comfortably. Another potential solution that many cities have experimented with is a shared lane marking called a bicycle sharrows. The marking doesn't separate it as a bicycle lane, instead it directs the bicyclist to travel outside the car door zone of parked cars and encourage a safe co-existence. So, the idea is they share the lane with the traveling motorists and stay at least 3 feet out from open car doors of parked cars along the side of the street, but this is a type of signage used to let both the motorists and bicyclists know that this is an area where they are sharing the lane, they need to watch out for each other.

To encourage wider use of alternative travel modes, the bicycle system must provide ready access to transit services. So, we have identified where our transit routes are, how the existing paths, lanes and routes for bicycles line up with those or don't line up with them and to make sure that we get access to those routes.

We are moving destination barriers; one of the reasons why people don't ride bikes as much as maybe they'd like to is that there are sometimes barriers in getting from one place to another or there are no bike parking facilities, no place to store their bikes, no place to shower once they get there if you are commuting to work for example. So, these are some ideas and some things that the community can do and have in their plan to try and facilitate as much as possible that kind of travel or adding buildings towards the street. This was a goal of the Mesquite Boulevard Corridor Plan so that you provide equal access for pedestrians and bicyclists to destination points without having to travel through parking lots and compete with motorists moving in and out of the parking lots. Connecting destinations such as shopping or community center to the street or trail network, using pedestrian walkways, again to minimize undesirable interaction between pedestrians and automobile traffic, providing appropriate storage facilities, requiring showers and lockers in employment centers, ensuring the availability of backup travel options, for example a guaranteed ride home for riders and walkers if they are unable to ride or walk home.

Access issues and gaps in the network - This was a map developed as part of the plan that identifies streets with too narrow of roadways, the interstate access, at least Exit 120 and 122, those are kind of bottleneck areas that make it difficult, now with the roundabouts for bicycles to get from the north side to the south side of town and how you are supposed to function and ride the bike within those roundabouts are sometimes seen as an issue and so some people probably choose not to ride; this identifies some of the gaps and access issues we have.

The freeway interchanges - This is one of the biggest challenge to Mesquite in providing seamless bicycle network. Currently, there are only three roadways crossing I-15 from north to south and only one of these incorporates bicycle facility, the Grapevine Overpass. The other two are freeway interchanges, the Mesquite Boulevard and Falcon Ridge Boulevard. The Federal Highway Administration has produced a series of countermeasures entitled Bike Safe and it has recommended considerations for Bike Safe for roundabouts include the following: Bike lanes should generally be discontinued when leading to low speed roundabouts. The bicycles are expected to merge with the flow of traffic, again a low design speed is required for that. Street widths and/or available right-of-way need to be sufficient to accommodate a properly designed roundabout. The roundabouts often work best where there is a high percentage of left turning traffic.

Safety is often cited as a reason why people choose not to ride more often and the concern is usually one of perception generally, but on this map, we have identified where there have been reported bicycle accidents with motorists. You could see on Pioneer Boulevard, Grapevine, Turtleback, Sandhill Road at I-15, along Mesquite Boulevard at several locations, Palms Lane, Desert, looks like Thistle, Arrowhead, there have been accidents at those locations, also on Smokey Lane and Riverside Road. And every time, I am sure, the police department analyzes each accident and tries to figure out what happened, whether it was caused by the geometry of the transportation system or whether it was operator error or whatever, but safety is something that is continually an issue as

we share the road with motorists and bicycles.

The map of the proposed bicycle plan - So the last part of the plan is a map that shows what's existing and what's proposed in order to complete the system, proposed bike lanes, proposed bike paths, bike routes etc., and how they link up with the various community facilities. The whole idea again is to promote safer, more convenient bike travel throughout the community."

[5:25 PM] Minutes:

Mr. Secrist added, "Item 10, if I could, I'll just kind of introduce that, because it goes hand-in-hand. Ron Floth with the Regional Transportation Commission was contacted by Ken Cook and came to some meetings of kind of an ad-hoc committee who were interested in looking at Bikeway Development. They contacted our staff. We facilitated some meetings and Ron agreed to come and make a brief presentation to kind of explain what becoming a bicycle friendly community entails and perhaps some of the committee members will want to add their two cents as to why they think this is a good thing for Mesquite."

10. Presentation by Ron Floth, RTC Bicycle and Community Outreach Coordinator, on Creating A Bicycle Friendly Community. - Presentation

[5:26 PM] Minutes:

Mr. Ron Floth, the Bike Coordinator from the RTC (Southern Nevada) gave a PowerPoint Presentation saying, "I am here to talk to you about bicycle friendly community. Richard talked about the Bikeways Development Plan. Like he said, this goes hand-in-hand with that, so it's going to be a great program and Mesquite really lends itself well, I believe, to becoming a bicycle friendly community, because of the right-of-way and the low-speed roads that you have and obviously the great weather.

The League was founded in 1880 and had big wins early on to get roads paved for cyclists. Today, the League continues to make biking better and its mission is to promote bicycling for fun, transportation, through advocacy and education to build a Bicycle Friendly America. Bicycle Friendly America program is a key component of the league and at all times, it's meant to be a positive, not a negative tool. It provides a roadmap that transforms states, communities, businesses and universities. Each program provides a broad menu of options, taking action through the free online application resource libraries, hands-on assistance, and program staff.

Bikes mean business. Today, there was a study from the State of Arizona, they did a study and they found out that \$88 million a year comes directly into the state from out-of-state dollars from people traveling for bicycle events and things like that to the state. So bikes really do mean business. So it's important for local economies to promote cycling and it's also much cheaper to build bike facilities than it is to build facilities for cars.

It's important to say that this is not all special interest, creating more opportunities for bicycling is a simple solution to many of the challenges we face as a nation from improving personal and environmental health to building vibrant and robust local communities.

Bicycle friendly communities are always at the top of the list of the best places to live, work, visit, and retire. A study from Forbes and Newsweek - international rankings of the city, quality of life...these cities have been recognized for their economic sustainability through the recession. Out of 20 cities that rode out the recession, 17 of these were bicycle friendly communities. So, it just goes to show you that being a bicycle friendly community can definitely help the economics of a city.

People want to get out and ride, seniors want to get out and ride. A big part of their quality of life comes with making bicycling more easier and a comfortable option for people to get around where they want to recreate by bike. It works and the proof is in the cities across the country that are doing it.

What is the Bike Friendly program? The League has run this program for over 10 years. First of the 90's had pretty easy criteria to meet and in 2002, it was revamped and overhauled with a more rigorous application review process. One important change was the creation of a five-tiered award system. So the awards are diamond, platinum, gold, silver, and bronze. Actually, diamond was just initiated because so many communities were achieving platinum that they had to actually add another tier.

The application criteria consists of the 5 E's, which is Engineering, Education, Encouragement, Enforcement and Evaluation Planning. The application is free and it asks a series of questions, about a dozen questions in each category; the application provides a menu of options for any community to better welcome and accommodate bicycling. Communities are encouraged to provide the most comprehensive approach to making bicycling a more comfortable and convenient option to citizens. To reach higher levels of BFC designations, communities must score well in all five areas.

Application Review: The League has received over 600 applications from around the country now and has designated over 200 bicycle friendly communities in 47 states. By the way, Nevada moved up the rank, we went from bicycle friendly state no. 29 to 20 over the last year. So, the state is already doing a lot of bicycle friendly things to move up on those ranks and this is just going to be another one of those things that we can do.

Building for Bicycling Works: Investing in bicycling works...between 2000 and 2011, the average American city has seen a 47% growth in bike commuting and BFCs have seen an 80% growth in bike commuting. So, building the infrastructure definitely works.

Some of the benefits for applying are, over and over we hear how useful the program is for coordination, benchmarking, giving the deserved recognition to all people, from civic business leaders to advocates and educators for building a bicycle friendly community.

Richard talked a little bit about the Bikeways Plan - the plan is already in place and covers many of the League's application topics already. Education for road users is part of the plan and the League feels it is important for a community to have a bicycle plan in place. So we are already part of the way there with a plan in place.

I mentioned earlier that it was free. So it doesn't cost anything to do the application. There is some time that it takes to complete the application and there is some manpower that needs to be on to get it done also. So, it's best to pick a champion or even to put together a bicycle committee or a bicycle coalition to help with the application.

Money, Funding Opportunities - RTC has already programmed a couple of projects here and a couple of them are the Riverside Road Complete Street Study to basically help make Riverside Road a complete street and also the Bunkerville Trail Extension. So, there are a couple of projects that are already in the pipeline for funding when it becomes available.

Some stats here - I don't know about you, but when I was a kid, I rode my bike to school. I am sure a lot of you did too and these days, a lot of kids aren't riding their bikes to school anymore which has led to an increase in obesity and health problems and kids watching TV and playing videogames, instead of getting out and riding their bikes. So, it's really great to try to promote cycling as much as we can. Not only does it help promote health, but it also reduces a lot of pollution in the city.

Also, the more bikes you have on the road, the less accidents tend to happen. Seems that when the bikes are out on the road, the motorists seem to learn how to interact with them a little bit better and safer for everybody.

The master plan is almost done, we will need community involvement, bicycle-friendly recognition is going to be definitely good for Mesquite. Did I mention that biking is fun? Does anybody out here bike? I love to bike. I have been biking since I was a kid. I mountain bike, I road bike, it's just a blast right? It's good exercise for you and it's good for the community. Any questions?"

[5:34 PM] Minutes:

Mayor Wier said, "Thank you Mr. Floth for coming up, we appreciate your coming and making the presentation. Any questions or comments?"

17. Presentation by The Furman Group and consideration of approval of an agreement between The Furman Group and the City of Mesquite for federal government and legislative affairs consulting and other matters properly related thereto. - Possible Action -

[5:34 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Baker for an overview.

Aaron Baker, City Liaison officer stated, "This evening, we have a presentation from The Furman Group. Link Browder with the Furman Group is here to make the presentation and after the presentation if you like, we can talk about the agreement."

[5:34 PM] Minutes:

Mr. Link Browder from the Furman Group stated, "Thank you Mr. Mayor and members of the Council, I appreciate you all giving me the opportunity to come in today and give you a little update on our activities on your behalf back in Washington, but before I do that, I would like for the sake of the new members of the Council to kind of go over some of our past achievements that we've had on behalf of the City since 1996 when we were first retained.

Just to summarize, we were able to get \$14 million for the Abbott and Pulsipher Wash detention basins; through the Army Corps of Engineers, we were able to obtain \$1.5 million for the airport master planning and environmental impact statements for those environmental studies. We assisted the City in the Highway Reauthorization Process which resulted in over \$9 million in high priority projects along I-15 being awarded to the City. We drafted and advocated for legislation that resulted in over 14,000 acres of federally controlled land to be...for the City to have exclusive right to purchase for economic development and growth purposes, and also that includes land up to 2560 acres for a new commercial airport located along I-15 and that would be free of charge.

Before I get into exactly what we are doing on your behalf currently, I would like to do a little background of the Mesquite Land Act of 1999, which was kind of set up to what we are doing now currently. As I mentioned, the 1999 Land Act provided roughly 7000 acres of federally controlled land for the City for economic development and growth purposes and also provided up to 2560 acres for a new airport. That would be granted free of charge pursuant to the FAA rules.

In 2002, a biological opinion was issued by the Fish and Wildlife Service that dictated the terms and conditions by which the land will be sold and to mitigate the environmental impacts of that. The decision was that the City had to participate in a habitat conservation and recovery plan, also a hydrologic monitoring plan along the Virgin River, so in response to this, the Furman Group had legislation passed that would allow for a portion of the proceeds of the land sales to be used for the development of these two programs and plans. When we passed this legislation, it was generally assumed by everyone that this would include the development and the implementation of these plans, but the Fish and Wildlife Service and the Bureau of Land Management did not agree with that assessment and they are saying now that the money can only be spent for the development of the plan and not the implementation. In fact, there are several counties across Nevada that had the same issue and they have since gone back and had their Land Acts amended to include implementation and we obviously feel that the City should have been same right afforded to it and we are in the process of getting that done."

[5:44 PM] Minutes:

Mr. Browder further explained, "Also, the Mesquite Land Act of 1999 gave the City the exclusive right to purchase the property for a period of 12 years and obviously that has now expired. That brings us up to where we currently stand, the Furman Group approach Senator Heller and Congressman Horsford earlier this year. They introduced legislation to fix these two issues. In April 2013, both members dropped legislation that would achieve these. They would include the implementation language. There's roughly \$4.5 to 5 million dollars sitting in an account at BLM that could be used for the implementation of the HCP plan. This legislation would allow that money to be used for a portion of the City's expenses or offset the City's expenses for that plan. Also, it would extend the timeframe that the City would have until November 2021 to take the additional land that has not yet been purchased and was called the contiguity portion and for the airport portion as well.

Currently, the Senate Bill S757 has passed Senate Energy & Natural Resources Committee and has been ordered to be placed on the Senate Unanimous Consent calendar. Unanimous consent is a process by which most legislation such as this is passed. It is used for noncontroversial pieces of legislation and basically as the name implies, it has to be passed unanimously by 100% of US senators. What they do is they hotline the bill, they essentially send out an email to all the senators with a description of a legislation and if they do not respond negatively to that, it is assumed that they support it and the bill is passed. Well, the bill was hotlined just before the August recess. There were holds placed on the bill. We have been assured that they are not serious and that they should be worked out once the Congress gets back on September 9th and we will be working to ensure that that happens.

In the House, we are still in the process of getting the process moving on Congressman Horsford's bill, as you all may recall, he has been ill. He has had some surgery and he has been out for the last couple of months, but I have prepared all of the committee reports that's necessary. We have drafted all the testimony that will be necessary on the City's behalf and the House process moves very quickly, much more so than the Senate, so we feel confident that we can get this done pretty shortly after they return, sometime this fall.

That brings us to our activities on behalf of the Gold Butte legislation, which you all are very familiar with. As you are aware, Senator Reid and Congressman Horsford introduced legislation early this year that would designate wilderness and national conservation areas up in Gold Butte and the Virgin Mountain Region. This is no doubt going to be a very controversial process. I have been involved with bills like this before and the development of this legislation is going to be very fluid. There's going to be a lot of give and take and I cannot guarantee that this is going to be considered perfect on behalf of the City by any means, what the final product would look like, but we will have a seat at the table and we will be able to advocate on your behalf. In fact, we have already got language included in the house bill that would provide for a boat ramp to be

placed on the eastern edge of the Overton arm working with the Mayor and folks of the City Council. I think that would be of benefit to the City and we have convinced the members that that is the case and they have included that. The Senate Bill does not include that language, but the Senate Bill is more boilerplate and not as detailed as the House Bill and Senator Reid's staff has assured me that they understand the City's concerns and be willing to work with us. That kind of gets us up to speed with what we are doing now.

In the future obviously, we will again work with the City to identify projects and priorities that you will have. Some ideas that could come up is future transportation projects, the Congress is going to take up the new Highway Transportation Reauthorization Bill. There's some issue now with the earmarking process in that, we think that is going to be worked out in the near future and we will again be able to advocate on your behalf to try to get funds to the City for your priorities and transportation. I know you are all working with RTC on Interchange 118 to use County Funds, but there might be an opportunity to get some Federal Funds injected in there as well.

Also, more long term, the status of the airport project, we have put the EIS which is the Environmental Impact Statement on hold for the time being. There are about 6700 acres of land that are being considered in the footprint of the EIS, so if in fact you all do decide and one day are able to construct a new airport out there, we have included language or we have introduced language that passed the house last year that we will reintroduce that will give you the exclusive right to purchase that property around the airport footprint, whatever that might be, so obviously we'll work with you on that in the future and see where we all stand on that, but that is all I have. I will be happy to answer any of your questions."

[5:44 PM] Minutes:

Mayor Wier asked whether Mr. Baker had any additional statements to offer.

[5:46 PM] Minutes:

Mr. Baker said, "Mayor and Council, just to kind of give you an idea, agreement-wise where we are with the Furman Group, an extension was approved back at the end of June, so we do have a month left on our existing agreement with the Furman Group, that being said, I wanted to kind of give you an overview of the proposal that is before you, if you would like to accept this proposal or if you would like to direct staff to do something different and work with the Furman Group, whatever it is you would like to do, we stand ready to do, but just to give you a little bit of idea what's in the current agreement versus the old agreement - the old agreement is for \$96,000 plus expenses. The proposed agreement caps that amount at \$90,000. It gives a firmer scope of services and has an agreement period that lasts out to June 30, 2017. It also contemplates changes in scope and how to deal with that. It includes quarterly written reports and an annual Council meeting report similar to this evening. So, those are some of the features in the proposed agreement. With that obviously, Link is here as well to answer any questions."

[5:46 PM] Minutes:

Council member Hafen said, "First of all, I appreciate what the Furman Group has done for the City of Mesquite and Virgin Valley Water District, the valley, I think you guys have been a great asset and a great partner in helping us meet the needs of what we need to enhance the community.

In regards to the proposed contract, like Aaron said, we paid up I guess through September, what I would like to see happen, I know you represent the Virgin Valley Water District, I would like to see if we can take a few weeks, maybe bundle a package with them as well as Overton Power and see if we could get everybody that this valley has affected, the citizens and see if we could propose a pay structure with percentages of who is paying what and get that back to your group and see if we can make some resolution that way rather than approve one tonight. That will be a suggestion I have for the Council."

[5:48 PM] Minutes:

Council member Rapson commented, "It makes sense if there are any synergies that we can create between users if you will, I would like to see what that would be. On the one hand, as Craig said, I really appreciate I have known the Furman Group for many many years and they have done a great job and no doubt in my mind have earned their pay and then some, but having said that, to the extent that we are starting to wind down a little bit on some of the immediacy and actual scope of some of the federal projects that we are involved in, I would like to see if there are some things that we can bundle as Councilman Hafen said. So, I would agree with that, see what we can do with some of the other users or agencies and see if we can come up with something that saves the taxpayers some money. Aaron, I appreciate the efforts to make this thing a little tighter contract than we have had before where there's ways to reduce the scope or when changes of scope occur, we can change the fee structure and reporting and so forth, so we have a clear idea of who the Furman Group reports to and how often, so I appreciate both you guys for your time and your efforts, but I support what Council member Hafen said."

[5:49 PM] Minutes:

Council member Litman agreed saying, "I also agree with those comments. I think we need to massage this a little bit better and see if we can involve some other parties into this contract where we end up with a win-win all across the board. There are a couple of other small detailed items in here that I think we should look at before we jump into this direct contract but this is far better than what we have ever had in the past as far as contracts go. There is no doubt about it, but I do like the idea proposed by Councilman Hafen especially, where we take a look and see where we might be duplicating services with the Water District and perhaps save the Water District some money as well as saving ourselves some money and a very unique idea of bringing in Overton Power possibly where everybody comes out a winner in this project."

[5:50 PM] Minutes:

Council member Green stated, "I am of the same view that we ought to merge these contracts for the best interest of the taxpayers as a whole. Thank you."

[5:50 PM] Minutes:

Council member Withelder said, "I guess I will make it unanimous. I had basically a small discussion about that this afternoon and I believe that the proposed contract has merit. I really think if we bundle all this stuff as stated, we have a chance to do a better job and make it more amenable for the whole community, so hats off to you guys."

[5:51 PM] Minutes:

Mayor Wier stated, "All concur with what has been said today. The Furman Group has certainly delivered on what they have said they would deliver to the City of Mesquite over many years, literally millions of dollars have been brought to the City of Mesquite, thanks to their hard efforts and in this day and age when it comes to Washington DC and getting anything done, my hats off to you because you have been able to do some things that other people haven't and I appreciate all the efforts that you have done on our behalf."

[5:52 PM] Minutes:

Mr. Browder stated, "I do echo Council member Hafen's idea. I think that certainly would work from our perspective and we would like to carry on in that manner."

Council member Rapson Motion made to postpone action on this item until the end of September and direct the Furman Group and staff to attempt to create some synergies with the Water District and OPD perhaps and see if we can tighten this up a little bit and save everybody some money. Council member Hafen seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

Resolutions & Proclamations

11. Consideration of approving a Proclamation declaring September 20, 2013 as, "POW/MIA Recognition Day." - Possible Action

[5:52 PM] Minutes:

Mayor Wier read this item by its title and deferred to Council member Litman for an overview.

[5:53 PM] Minutes:

Council member Litman provided a brief overview of this item saying, "We started this last year in Mesquite. We provide a program and a brief service down at the Veteran Center. I think it is something that we can never forget in Mesquite as well as anywhere else in the country and I just find this as a very important thing and it's done in a number of cities, so we're not breaking any unusual ground with this."

Council member Litman made a motion to approve declaring September 20, 2013 as, "POW/MIA Recognition Day." Council member Rapson seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

12. Consideration of approval of Resolution No. 795 adopting an Inter-local Contract between City of Mesquite and Houston Galveston Area Council (H-GAC) for the purchase of a new Crack Sealing Machine. - Possible Action

[5:35 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Tanner for an overview.

[5:36 PM] Minutes:

Mr. Tanner provided a brief overview of this item saying, "Mayor and members of the Council, this is just an interlocal agreement with another governing agency that's done the bidding process for the specific type of equipment that we are looking for. We are recommending approval of this interlocal agreement to purchase our crack sealing machine through them at a reduced cost."

[5:54 PM] Minutes:

Ms. Hunt added for the record that there was a slight change in the contract from what was given to Council at the Tech Review.

Council member Rapson made a motion to approve Resolution No. 795. Council member Litman seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

Department Reports

13. Mayor's Comments

[5:55 PM] Minutes:

Mayor Wier stated he had no comments to offer this evening.

14. City Council Comments and Staff Reports

[5:56 PM] Minutes:

Mr. Barton gave an update regarding Council goals saying, "Just wanted to let you know that we are making progress on a business summit. We should have some information to you next month on that. With regards to business licensure and making it easier for people to set up here in town, we are going to have some recommendations to you probably by the middle of October and then also very relevantly, we are going to be contracting with Tom Reilly to do the departmental review this year of the Fire Department, which will include a study on transport."

Administrative Items

4. Consideration of approval of Beer, Wine and Spirit Based Products On-Sale Liquor License for Roberto Anthony Garcia new owner of Mesquite Salon De Fiestas, located at 780 Hafen Lane Ste. A, and consideration of approval as the "Key Employee". - Possible Action

[5:56 PM] Minutes:

Mayor Wier read this item by its title and deferred to Ms. Woolsey.

[5:58 PM] Minutes:

Ms. Woolsey provided an overview of this item saying, "This is a beer, wine, and spirit based on-sale liquor license for the Mesquite Salon De Fiestas. Mr. Garcia is the new owner of the business and he has a current license for a banquet hall, dance hall, concert hall, and a sales license, which he sells snacks, drinks and those types of items. All the paperwork has been received including the criminal background history for the applicant and that is clear and the recommendation from the Police Department is attached as well as I have received the information from the Secretary of State for the new corporation that Mr. Garcia has filed with them.

We do have one recommendation, in review of the state law, Mr. Garcia asked for approval of 21 and under to enter the establishment while they were serving alcohol and under the current state law, he is not permitted to do so. So, it has to be approved with 21 and up - that is under the NRS 202.030 that indicates that no minor can loiter in a place where beverages are sold, they have to be over the age of 21?"

[5:59 PM] Minutes:

Ms. Hunt stated, "The only thing I would add is we did research the other cities in the County and they do the same thing because of the law, so I was asked to research that and it is correct, it needs to be 21 and over, so that is the recommendation of staff."

[5:59 PM] Minutes:

Mr. Robert Garcia said, "I had a chance to speak with the City Attorney and I agree with

the consideration that it be approved with the condition."

Council member Rapson made a motion to approve a Beer, Wine and Spirit Based Products On-Sale Liquor License for Roberto Anthony Garcia, new owner of Mesquite Salon De Fiestas subject to staff recommendations. Council member Hafen seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

[5:59 PM] Minutes:

Ms. Hunt asked, "Does that include also approving him as the key employee?"

Council member Rapson stated, "Affirmative."

6. Consideration of approval of an Aviation Fuel Supply Agreement between City of Mesquite and AvFuel Corporation for Fixed Based Operator Aviation Fuel, at the Mesquite Airport located at 1200 Kitty Hawk Road. - Possible Action

[6:00 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Tanner for an overview.

[6:01 PM] Minutes:

Mr. Tanner stated, "Mayor and members of the Council, this is simply an agreement with AvFuel that deliver fuel at the airport. We have made some minor changes to the front page of that agreement, we have added in that the addendum dated August 9, 2003, will be included in the summary of the agreement. We have also included the addendum to the aviation agreement that addresses all the concerns that the attorney's office had on the standard agreement that was provided by AvFuel, recommend for approval."

Ms. Hunt stated, "Just to clarify for legal sake, it is the agenda dated August 9, 2013."

[6:01PM] Minutes:

Council member Hafen stated he appreciated the legal advice.

Council member Hafen made a motion to approve the Aviation Fuel Supply Agreement between City of Mesquite and AvFuel Corporation including all staff recommendations and the addendum dated August 9, 2013. Council member Rapson seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

15. Consideration of a proposal by Mesquite Chamber of Commerce to produce the 30th Annual Mesquite Days Celebration 2014. - Possible Action **ITEM**

PULLED FROM THE AGENDA

16. Consideration of creating a citizen committee to study Recreation Center fees and related matters. - Possible Action

[6:02 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Dangerfield for an overview.

[6:03 PM] Minutes:

Mr. Dangerfield explained, "We were directed, the Department of Athletics and Leisure Services to put together a proposal for you to set up a citizen committee to review Rec Center fees and other matters. First thing we need to do is get the committee approved by you in order to have people sign up, qualified people sign up...to give them time to sign up in order to get this in progress by the time October rolls around when we can have some public meetings. It is proposed to you that we have a committee of no more than five people. The qualifications that we're looking for, for people to volunteer which will give them up to September 12th, to submit applications for would be experience in cost accounting, price marketing, experience in running a recreation facility and so forth, but also I would like to have me be an ex-officio member, a nonvoting member but be there to give guidance and research facts, figures on past practices of the fee structures. The first meeting, we would like to have after the Council approves the committee members, we would like to have that on October 14, 2013, the next weekend. During that meeting, select the committee chair and a secretary and then the following week October 21, 2013, have a town hall meeting to get public input and then get the recommendations back to Council for the December 10th meeting and then have the committee sunsetted by the end of the year."

[6:04 PM] Minutes:

Mayor Wier added, "I just do want to point out that this will be a public committee with minutes and so on and so forth, that we'll have to agendize."

[6:04 PM] Minutes: Council member Rapson stated, "I appreciate the thought in the process, I think we have accomplished a couple of things to get doing when the snowbirds are back and so forth, but it is important to get that word out and whether the newspaper is going to accommodate that because they may not be back for the application process, but they'll be there for the meetings. When you are listing the qualifications, I think the one important one that you may have skipped over was at least one member of the committee should have his or her only qualification that they be a frequent visitor and user of the facility, so I think that is an important addition to the committee."

Council member Rapson made a motion to approve creating a citizen committee to study Recreation Center fees and related matters. Council member Litman

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seconded the motion.

Passed For: 5; Against: 0; Abstain: 0; Absent: 0

17. Presentation by The Furman Group and consideration of approval of an agreement between The Furman Group and the City of Mesquite for federal government and legislative affairs consulting and other matters properly related thereto. - Possible Action **MAYOR WIER REQUESTED TO HAVE THIS ITEM BROUGHT FORWARD**
18. Consideration of approval of an amendment to five Land Sales and Purchase Agreements between the City of Mesquite and various property owners in the Mesquite Technology and Commerce Center. - Possible Action

[6:05 PM] Minutes:

Mayor Wier read this item by its title and deferred to Mr. Baker for an overview.

[6:06 PM] Minutes:

Mr. Baker, City Liaison Officer stated, "Mayor and Council, you have before you this evening an amendment of five agreements within the Mesquite Technology and Commerce Center. As staff reviewed the existing agreements, they are in various stages of compliance; we found that these agreements in particular are the ones that are in question. There are some conditions within those agreements that are friction points shall we say, those are the requirement to construct a building by a certain date, employ a certain number of people at a certain wage once the building is built and the business opens, and the other is a no flip clause. Some of these provisions we have lost in court over before and so we would like to try to clean up these existing agreements and make them more amenable to business and as an important point that I want to go on the public record, all of these property owners paid fair market value. These were no \$1 deals. These were all fair market value transactions."

Mayor Wier, "Thank you, Mr. Baker, I was going to make sure that point was made."

[6:06 PM] Minutes:

Council member Green said, "I believe to show ourselves as truly business friendly, we need to remove these things, we received the fair market value for a property as Aaron has pointed out and these restrictions are unreasonable."

[6:07 PM] Minutes:

Council member Withelder, "Pardon me your Honor, but due to the fact that I represent a firm, it's not mentioned in this item tonight, but could be in some way affected, I should probably excuse myself from this item."

[6:08 PM] Minutes:

Council member Rapson agreed saying, "I agree with Councilman Green. When somebody pays fair value for a piece of property, there should not be any attempt to create a market that does not exist and that's what I think a lot of...this no flip thing was in an escalating time when property values were escalating quickly and there was a sort of sour grapes deal. I don't want anybody to make money on this except the City, that's what the free enterprise system does, you sell it and they do what they want with it as long as it falls within the guidelines, so all of this stuff was trying to drive the market somewhere where it couldn't go, so I am all for this."

[6:08 PM] Minutes:

Council member Litman stated, "Being as transparent as we can and everybody out there not having the backup material on this might make it a little bit complicated but reading through these agreements, I have to concur with my fellow council members on this. When these were put together, we had some very unusual idealistic ideas as to what was going to take place and in the real world, it does not work that way, at least it does not work that way any longer and again I agree fully that these need to be cleaned up and taken care of tonight."

[6:09 PM] Minutes:

Mr. Baker commented, "We do have three signed agreements, Alford, Arvada, and Legacy or Mesquite General Contracting. Those three agreements have been signed. Mr. Lee gave us approval in written form, but he is out of the country right now, so he will sign it when he comes back. Sunroc, we went back and forth this afternoon and they gave us a written email saying that they would agree to it, they just haven't had a chance to sign it. There were some clerical updates that were made in the agreement but nothing that affects anything else."

Council member Rapson made a motion to approve the amendments to the five Land Sales and Purchase Agreements between the City of Mesquite and the various property owners in Mesquite Technology and Commerce Center. Council member Litman seconded the motion.

Passed For: 4; Against: 0; Abstain: 1 (Withheld); Absent: 0

Public Comments

During the Public Comment portion of the agenda comments must be limited to matters within the authority and jurisdiction of the City Council. Items raised under this portion of the Agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the City Council at this time, please step up to the podium and clearly state your name. Comments are limited to 3 minutes in length.

19. Public Comments

[6:10 PM] Minutes:

Mayor Wier opened the meeting to receive Public Comments.

[6:11 PM] Minutes:

Tony Barren, 1145 Dry Falls Bend, Sun City, Mesquite resident said, "I would like to thank Mr. Secrist and Mr. Floth for their presentations tonight on the bicycle issue. I am an avid bicyclist. I bike with a group. We have about six members here tonight. I put in 70-80 miles a week bicycling in Mesquite and surrounding areas. Mesquite for the most part is a pretty bicycle friendly town and I would love to see it made even more bike friendly with even more accommodations and I would love to see a few of the areas that are un-bike friendly taken care of. There are a few areas on Pioneer where it narrows down from two or three lanes effectively down to one lane with no shoulder on a road that is frequented by very large semis and other large trucks. We cheerfully refer to those as the death traps and try to avoid them when we can. There's also the issue of new roads that are built with the intention of eventually having two lanes in each direction that are currently built with just one lane in each direction with no shoulder such as lower flat top and the northern extension of Horizon, these are also an issue for bicyclists, although currently, neither road carries very much traffic at all, so it's not a significant problem, but it is a potential problem. So, I would encourage Council to give very serious consideration to doing everything they can to make Mesquite a more bicycle friendly community. I think it would make the City more attractive to potential people relocating here and safer for those of us already here that do ride our bikes around a lot."

[6:12 PM] Minutes:

Mayor Wier asked, "Mr. Barren, have you had a chance to speak to Mr. Secrist regarding your concerns? I would highly suggest making an appointment with him and talking it over with him as well."

Adjournment

[6:12 PM] Minutes:

Mayor Wier adjourned the Meeting.

Mark Wier, Mayor

Cherry L. Lawson, City Clerk

SAMPLE TRANSCRIPT

NOTE: Patients' names and other information have been masked out to comply with statutory laws related to confidentiality of information.

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ADMISSION HISTORY

PATIENT NAME:

PATIENT REGISTER NUMBER:

ADMISSION DATE:



IDENTIFYING DATA:

This is a [REDACTED]-year-old single, disabled white male, admitted on TDO from [REDACTED], City Jail.

ADMISSION LEGAL STATUS:

TDO changed to involuntary.

REFERRING/PREVIOUS PHYSICIAN:

[REDACTED] City Jail.

INFORMANTS/RELIABILITY:

The patient is totally unreliable. Records from Carilion Emergency Room, reliable. Records from LewisGale Alleghany, reliable. Phone calls from patient's relatives to social worker, reliable.

CHIEF COMPLAINT:

"Who the hell do you think you are?"

HISTORY OF PRESENT ILLNESS:

The patient had been just discharged from LewisGale Alleghany where he had been hospitalized psychiatrically on [REDACTED]. At that time he was discharged to the Rescue Mission in Roanoke. On [REDACTED], he went to the emergency room at Carilion Hospital twice. The second time he had been found unconscious on the sidewalk by the

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ADMISSION HISTORY

PATIENT NAME:
PATIENT REGISTER NUMBER:
ADMISSION DATE:



Rescue Mission with a pulse of 26 and was taken to the ER. No acute medical problems were found. Psych consult was obtained from Dr. Bush Kavuru. At that time, he said that he had been admitted from [REDACTED] to [REDACTED] in LewisGale Alleghany.

Apparently, when he got to the Rescue Mission, they said he could not smoke there. He did not like that. So, he decided to leave it and walk back where he came from. His plan on leaving the emergency room was to walk back to the [REDACTED] area. On Dr. Kavuru's interview he said he was happy, he enjoys his money, he enjoyed smoking. He was not depressed. He denied being suicidal. He denied auditory or visual hallucinations. He was friendly. He was felt to psychiatrically not meet any criteria for inpatient psychiatric admission. Somehow, he was charged with trespassing at Carilion ER subsequent to that and was placed in [REDACTED] City Jail. The jail staff reported he refused to put on any clothes and was hypersexual. He was having auditory and visual hallucinations. At the time of their assessment of him in jail, he was nude; he stated the date was 1971. He was oriented only to person. He was using racial slurs. He was throwing his food on the floor. He told them he could hurt himself and that he had been trying to hurt a cop. He had not been sleeping and had not been accepting care in the jail, so he subsequently was sent here on an emergency TDO from jail for emergency treatment. When interviewed initially here on the unit, he was largely incoherent. He was an extremely poor historian. He refused to keep clothes on. He had marked psychomotor agitation. His associations were extremely loose and he had flight of ideas. He was extremely loud. He was a totally unreliable historian. We did not initially have any other records on him and actually we did not get the records from the two other facilities until today.

ALCOHOL/SUBSTANCE ABUSE HISTORY:

Apparently, he did have problems with alcohol abuse at one time in the past. No details are known. He is very heavily tobacco dependent. Apparently, no history of use of illegal drugs.

PAST PSYCHIATRIC HISTORY:

He apparently has been at Western State Hospital 28-30 times. He was initially admitted to LewisGale Alleghany Psychiatric Unit on [REDACTED], initially on a TDO, but then was made voluntary. Precipitating event at that time was that he had set his shirt on fire at Cardinal Group Home. He was also cheeking his medications. He was felt to have an impulse control disorder at that time. He apparently was also aggressive and agitated at the facility.

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ADMISSION HISTORY

PATIENT NAME:
PATIENT REGISTER NUMBER:
ADMISSION DATE:



He was upset with them there because they would not let him smoke in the Unit either. While there, he had issues with urinary incontinence. He was evaluated for recurrent epistaxis also. He insisted on living independently and handling his own finances and they felt that he was competent to do so. Of interest is the fact that he has a history of a traumatic brain injury with impaired short-term memory, but nonetheless somehow was felt to be competent. He was discharged from LewisGale Alleghany to the Rescue Mission here in Roanoke with the history as above. Psychiatric medications at LewisGale Alleghany were Celexa 20 mg daily, Zyprexa 10 mg at h.s., Ativan 0.5 mg t.i.d. and Risperdal 1 mg in the morning and 3 mg at h.s. He was not known to have ECT.

MEDICAL HISTORY (INCLUDING ALLERGIES):

He had a traumatic brain injury at the age of 17 when he was in a motor vehicle accident. Depending on the historian, he was unconscious for anywhere from 32-55 days. Apparently, he developed impulsiveness and short-term memory impairment secondary to that. He had a history also of a seizure disorder, although apparently he has not had any seizures in the past two years. He has COPD, hyperlipidemia, bilateral leg swelling, right footdrop, and urinary incontinence. He is on a small dose of iron daily. He is on Synthroid and apparently has a history of DVT. While he was at LewisGale Alleghany, they did an ultrasound of his legs and there was no evidence for superficial or deep venous thrombosis. He was anticoagulated on Coumadin, and apparently was discharged on that. He is allergic to HALDOL, PENICILLIN, and TB SERUM. Nature of those allergies is not known.

MEDICAL REVIEW OF SYSTEMS:

The patient is totally unable to do this.

CURRENT MEDICATIONS AND DOSAGES:

He was not on any medications apparently in jail. On discharge from LewisGale Alleghany on [REDACTED], he was on Celexa 20 mg q.a.m., DDAVP 0.6 mg at h.s., Depakote 500 mg t.i.d., ferrous sulfate 325 mg daily, Lasix 20 mg daily, Ativan 0.5 mg t.i.d., Zyprexa 10 mg at h.s., Ditropan XL 10 mg daily, KCl 20 mEq daily, Risperdal 1 mg in the morning and 3 mg at h.s., Zocor 20 mg daily, Ventolin 2 puffs q.4 h., vitamin C 500 mg daily, vitamin D 1000 IU daily, Synthroid 0.15 mg daily, Spiriva inhaler 1 inhalation daily, Ultram 50 mg q.4 h., and Coumadin 4 mg at 13:00.

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CATAWBA, VIRGINIA**

ADMISSION HISTORY

PATIENT NAME:
PATIENT REGISTER NUMBER:
ADMISSION DATE:



FAMILY HISTORY:

Apparently, there is no family history of mental illness.

PERSONAL AND SOCIAL HISTORY:

This was taken from the information from LewisGale Alleghany. He was born in Virginia, was raised by his mother and father. He has three brothers and five sisters, all older than he. He graduated from high school. He had the traumatic brain injury at the age of 17, as noted previously. Apparently, his seizure disorder was a result of this. He has apparently been gainfully employed at times in the past. He has had legal charges in the past for forgery and writing bad checks. He has served a total of 2 years in jail.

MENTAL STATUS EXAMINATION:

1. **Appearance and behavior:** A [REDACTED]-year-old male, appearing to be his stated age who is naked, quite agitated, talking incessantly, singing, and cursing.
2. **Speech:** Pressured and loud.
3. **Mood and affect:** Mood is unable to say. Affect is quite elevated.
4. **Thought process and perceptual status (hallucinations, illusions):** He has marked looseness of associations and flight of ideas. At times may be responding to internal stimuli.
5. **Thought content – including delusions, assaultive ideation, homicidal ideation, suicidal ideation:** Thought content is difficult to ascertain, but it is flat out psychotic.
6. **Cognitive (orientation, attention, memory, abstraction, intelligence):** Oriented to person, does respond to his name, does not appear to know where he is or when it is. Concentration and attention are grossly impaired. Premorbid intelligence probably was average.
7. **Insight:** Absent.
8. **Judgment:** Quite impaired.

CURRENT STRENGTHS/ABILITIES:

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ADMISSION HISTORY

PATIENT NAME:
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ADMISSION DATE:



He does have a family who cares for him apparently. He apparently has responded to treatment in the past. He apparently does not have any acute medical problems.

CURRENT ADMISSION DIAGNOSES (AXIS I-V)

| | |
|-----------|--|
| Axis I: | Bipolar disorder, manic with psychosis, severe; impulse control disorder secondary to traumatic brain injury; and history of alcohol abuse. |
| Axis II: | No diagnosis. |
| Axis III: | Status post traumatic brain injury, seizure disorder, hypothyroidism, COPD, hyperlipidemia, urinary incontinence, low vitamin D, possible history of iron-deficiency anemia, bilateral leg swelling, and right footdrop. |
| Axis IV: | Legal, homeless, and chronic mental illness. |
| Axis V: | GAF 16. |

ASSESSMENT OF CAPACITY to give informed consent to treatment and need for surrogate decision maker.

He does not have capacity to give consent to treatment, make releases of information or give advance directives. His relatives have refused to serve as authorized representative. I have requested a second opinion for capacity and I have requested judicial authorization.

RISK ASSESSMENT (Falls Risk, Suicide Risk, Aggression Risk)

Suicide risk low, aggression risk moderate, falls risk low to moderate, and elopement risk low.

INITIAL TREATMENT RECOMMENDATIONS:

I have started him on Prolixin, which is currently at a dose of 10 mg 3 times a day. I have placed him on Ativan 2 mg at h.s. for sleep. We will place him on lithium 600 mg b.i.d. for manic symptoms. We use Prolixin, Ativan, and Benadryl for PRNs. Medical management will be by the nurse practitioner. He will be placed on ISO and red level. We will get vitals three times a day. I have sent for other records. I have requested a second opinion for capacity and judicial authorization. He will have evaluation and treatment recommendations also from the multidisciplinary treatment team.

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ADMISSION HISTORY

PATIENT NAME:
PATIENT REGISTER NUMBER:
ADMISSION DATE:



(SIGNMARK)
(SIGNDATE)

Karl Northwall, M.D.

JOB ID:
DATE OF DICTATION: 09/17/2013
DATE OF TRANSCRIPTION: 09/18/2013 07:46:30