



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

Request for Quotation

RFQ NUMBER
DRS080666

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY
304-558-8801

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DIV OF REHABILITATION SERVICES
 DISABILITY DETERMINATION SECT.
 500 QUARRIER ST, SUITE 500
 CHARLESTON, WV 25301 304-558-5340

DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/13/2008				

BID OPENING DATE: **03/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV DIVISION OF REHABILITATION SERVICES TO PROVIDE TELE-TRANSCRIPTION SERVICES FOR CONSULTATIVE EXAMINATION SOURCES FOR THE WV DIVISION OF REHABILITATION SERVICES, DISABILITY DETERMINATION SECTION. INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 03/05/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO: SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV						
0001	1	EA		961-72		
TRANSCRIPTION SERVICES, LEGAL AND MEDICAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

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<p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM</p>						

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<p>OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						

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BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

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BUYER:				SHELLY MURRAY / FILE 31		
RFQ. NO.:				DRS080666		
BID OPENING DATE:				03/26/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DRS080666 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**REQUEST FOR QUOTE
DRS080666**

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" For the Department of Education and the Arts, Division of Rehabilitation Services, is soliciting quotes to provide Tele Transcription Services for Consultative Examination Sources. Any contract resulting from this RFQ shall be open-end. Estimated value of the services for the previous year is approximately 1.7 million lines. Vendors shall quote an all-inclusive per line cost. No separate reimbursement will be made to the vendor for travel, postage, or any other expense.

1.2 Project:

The mission or purpose of the project is to provide typed consultative examination reports to be utilized in evaluating the severity of claims. The Disability Determination Section (DDS) is to process disability claims filed by residents of West Virginia. When sufficient medical evidence of record is not available, a consultative examination must be secured in order to provide the adjudicative team with the required evidence.

The successful vendor will be required to provide 800 telephone access for dictating of reports by the consultant. Not all consultants utilize this service. The vendor will be required to place equipment in each of the DDS offices in order for the DDS to receive in a timely manner copies of consultative examination reports (CE reports). The original report is to be provided to the dictating service. It is not a requirement that equipment is to be placed in the office of the dictator; those reports can be forwarded by mail.

1.3 Inquiries:

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding quote submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.10. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Shelly.murray@wvadmin.gov

The State Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

1.4 Vendor Registration:

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered in order to submit a quote, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.5 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Quote specifications file by an official written addendum are binding.

1.6 Addenda:

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

1.7 Independent Price Determination:

A quote will not be considered for award if the price in the quote was not arrived at Independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quote is submitted as a joint venture.

1.8 Price Quotations:

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

1.9 Public Record:*1.9.1 Submissions are Public Record.*

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

1.9.2 Written Release of Information.

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

1.9.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.10 Schedule of Events:

Release of the RFQ
 Vendor's Written Questions Submission Deadline.
 Addendum Issued
 Bid Opening Date

1.11 Purchasing Affidavit:

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the quote.

1.12 Award:

Award shall be made to the vendor with the lowest all-inclusive per line cost meeting the specifications of the RFQ. Please see 3.2.11 for a description of a line for cost purposes.

PART 2 Location:**2.1** The West Virginia Disability Determination Services has two locations

Charleston Federal Center
 500 Quarrier Street, Suite 500
 Charleston, WV 25301

Clarksburg Federal Center
 320 W. Pike Street, Suite 120
 Clarksburg, WV 26301

The Administrative Offices are located at the Charleston address.

2.2 Transcription will be performed in a safe secured site.**2.3** Contacts will be: Charleston Office

Kenneth Lim,
 Professional Relations
 304-353-5508

Carolynn White
 Professional Relations
 304-353-4249

Clarksburg Office

Paul Oliverio
 Professional Relations
 304-624-0323

Part 3 Specifications:

3.1 General Requirements:

- a. Provide sufficient telephone lines to enable CE sources 800 access to dictating equipment. The DDS will provide updates on new physicians who will be utilizing the transcription service.
- b. Provide accurate typed reports in a timely manner to both the appropriate DDS office and consultative exam source.
- c. Provide invoices at least bimonthly.
- d. All transcription is to be performed in a safe secured site. All transcription is to be performed within the United States, District of Columbia, U.S. Virgin Island, Guam, or Puerto Rico.

3.2 Scope of Work:

3.2.1 Provide an "800" telephone number with sufficient telephone lines to enable physicians from any location in the United States to telephone and dictate reports for transcription by the vendor's personnel without busy signals. These lines must be available twenty-four hours a day, seven days a week, for the exclusive use of physicians, psychologist, and others that perform examinations for the DDS under this agreement. The DDS is not responsible for any charges on these lines. The system must permit multiple callers to access and dictate at the same time.

A. The vendor is required to develop a brochure that completely explains the features of the dictation system. The vendor is responsible for printing at least 500 brochures initially at no cost to the DDS. A list of names and addresses of consultative examination vendors will be provided by the DDS. The vendor will mail these brochures out to the listed CE sources prior to commencement of services. The remainder of the brochures are to be delivered to the DDS upon full implementation of services, which would be two weeks following the start date of the award at the beginning of the contract. The DDS will send these to new vendors acquired after the beginning of the contract period. If additional brochures are required the DDS will notify the vendor and the vendor will provide the additional brochures to the DDS at no cost. Before printing, the composition and contents must be approved by the DDS.

B. Vendor must maintain an additional toll free customer service number to handle questions from dictating sources and provide a contact person's name. This number is to be included in the instructions. The system must provide a verbal message that gives dictating instructions to the caller. The system is to include control features such as, but not limited to pause, listen, operator call feature available to dictator, and a twenty-four hour "800" help line for medical sources that dictate after working hours and weekends.

3.2.2 Provide state-of-the-art dictation system with a sufficient capacity to handle all incoming work from the CE sources. This equipment must be available twenty-four hours a day, seven days week, for the exclusive use of CE sources who work for the department. The system must have voice activated stop/start and playback capability, audible end-of-tape warning, and automatic "hunt system". The vendor is required to contact, when necessary, the dictating source to inform them of lost dictation, and/or to clarify missing or incomplete information. Vendor must have facsimile machine, not to transcribe reports, but to send and receive communications

from the DDS.

- A. The vendor must have the capability to retrieve, type, and transmit reports on a stat basis.
- B. The vendor must be able to handle sudden work volume increases and still maintain turnaround time requirements.

3.2.3 Provide a system that will have a recorded voice message to answer the toll free number that will assure the dictator that they have reached your system. This message will also request specific information from the dictator to accurately complete a CE report, which can be promptly mailed to the dictator and distributed to the correct examiner after transmission to the DDS.

3.2.4 Mail or electronically transmit by a secured means, an original and one copy of each report to the dictating physician. The vendor will be responsible for the postage costs and envelopes incurred in mailing the reports. Reports must be mailed the day the report is transcribed. A copy of each transcribed report must be electronically transmitted to the DDS by the vendor within twenty-four hours from the date the dictation was available to the vendor.

These documents must be stored for at least 12 months. An index is to be provided. This is to be on 8 ½ X 11 bond paper, alphabetical order by the client's name, with the Social Security number, dictator and date of dictation.

3.2.5 The vendor shall have in place at each DDS area office (2 offices), at vendor's expense, a state-of-the-art system for electronic transmission of reports to the DDS on a daily basis. Vendor's complete system shall include all necessary hardware and software to transmit electronically all reports to the DDS.

A. The system is composed of a new or previously used personal computer, modem, word processing and all other necessary software, and large high capacity laser printer, to be used on site at the DDS for receipt of reports. Vendor is also responsible for the installation of all hardware and software provided. The Vendor shall meet the following specifications: IBM-PC compatible with Pentium 2.8GHz processor or better, minimum 80 GB hard drive, minimum 512 MB of RAM, 3.5" Diskette Drive, minimum of 16x CD writer, a minimum of 2 available expansion slots, parallel and serial Ports, 17" LCD flat screen color monitor, PS2 mouse/keyboard, 56K/V90 internal modem, Windows XP operating system and Microsoft office 2003 or higher. Laser Printer rated at 38 pages per minute and 64 MB of RAM, printer must have a paper capacity of at least 1,000 pages of copy paper.

B. The DDS will provide the toner, blank CD disc, and paper for the printers that the vendor has located in the DDS Offices.

C. Vendor shall maintain all equipment and software programs necessary to meet contractual specification to provide timely reports to the DDS. Vendor will ensure that any equipment or software problems are resolved no later than one (1) working day from DDS notification.

D. At a minimum, but not limited to, the vendor's system shall include: a software program with a database that enables the DDS to reprint, do inquiries, create and run reports. This will enable the DDS to review and perform its own studies. Also, the vendor is to transmit daily information on the reports that have been transcribed, to

include: name of the claimants, SSN, name of doctor, and date of transcription with the number of lines for this particular report.

3.2.6 The vendor is responsible for all telephone charges connected to transmission of consultative examinations to the DDS. The vendor will be responsible for all charges for overnight mail in the event that the equipment malfunctions and a backup system is not available.

3.2.7 The Social Security Administration is in the process of establishing an electronic disability folder. The vendor must have the resources to meet these requirements to access the eData Web Site.

- Need access to an Internet Browser that supports 128 bit encryption.
- In order to access the eData web site an individual or an organization must Register for a PIN and password. To register for a password you must provide:
 1. Name, address, phone number, and name of a contact person and an email address for an organization.
 2. Name, email address, phone number, and SSN for individuals within an organization that will have access to the PIN and password.
 3. Name, address, telephone number, email address and SSN if you will access the web site as an individual.
- You must be able to provide an electronic record of a transcription in one of the following electronic file formats: .doc, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, .tiff, .tif, and .zip.
- If registration requirements change, you may have to provide additional registration information.
- If you register for a PIN and password as an organization, we have a right to audit access for individuals using your PIN and password.
- All access to the eData web site must be limited to SSA/DDS approved business.

3.2.8 All transcriptionists must have a minimum 2 years experience transcribing medical related reports.

3.2.9 Vendor must have a minimum 5 years experience providing transcription services of the same or similar nature.

3.2.10 Work deemed unsatisfactory by the DDS, and proven to the vendor, will be done at one-half price. This includes unsatisfactory transcriptions that are retyped by the DDS and work that is not accomplished in a timely manner according to the terms of paragraph C below.

- A. Vendor must have in place a quality assurance program to assure accuracy of daily-transcribed reports.
- B. Vendor shall maintain procedures so dictation is not lost or overlooked. Vendor shall manage problem dictation such as those with incomplete dictation of doctor's name, address, or claimant name, dictations with incomprehensible words, phrases, etc., so that problems are resolved as much as possible before transmission of completed report. Vendor shall have procedures for handling partial dictations so that reports dictated in two or more sessions are connected and transmitted to DDS as a single report. Vendor shall have procedures to handle the following problems: dictator's speech is too fast, too soft, or is garbled or muffled; dictator has foreign accent; dictator plays tape into telephone. Some

CE sources may prefer to dictate into a tape and forward these to your office for completion. Also, refer back to required features of program.

- C. Vendor's timeliness performance will be considered satisfactory when at least 95% of dictated reports are transcribed and transmitted to DDS within two (2) working days of dictation. Assessment will be done as the DDS monitors the logs and runs reports and inquiries. These reports and inquiries will concern but not be limited to: date of dictation, date typed, and transmission date. Vendor shall maintain a high level of quality. There shall be no more than three (3) typographical errors or misspelled words per report. Correction by erasure is not acceptable. The DDS reserves the right to require, at no extra charge, the retyping or correction and transmission of reports with more than three (3) typographical errors or misspelled words, or with incorrect format or complaints about quality from the dictator. Quality performance will be assessed by the DDS based on any complaints and staff review of typed reports. The quality performance is satisfactory when at least 98% of the reports have no complaints from dictators or DDS staff that there were more than three (3) typing errors or misspelled words or that incorrect format was used. In the event that the performance standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. The DDS will notify the vendor of unsatisfactory performance, which will be followed up by a written notification summarizing the unsatisfactory performance. If performance is still unsatisfactory thirty (30) days following written notice to the vendor, a contract line rate reduction of 10% will be implemented.

3.2.11 Type CE reports using standard type on 8 ½ x 11 bond paper. The top, bottom, and side margins shall be no more than 1 ¼" on all transcribed reports. A line is defined as follows: the Microsoft Word total character count with spaces per document divided by 75 will equal the billable lines for the document. Should the resulting billable lines not be an even number, that number will be rounded up. For instance a document with 5882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document. The DDS will count the lines and pay according to the DDS's count not the vendor's line count.

3.2.12 Include the dictator's name and address and examiner's name on the initial page of each report. The name and address will be spaced and typed to permit the use of a window envelope for mailing.

3.2.13 Include the claimant's name, Social Security number, and appropriate page number at the top of all pages.

3.2.14 Include on the final page of each report a "signature line". The "signature line" will consist of the dictator's name and title (as provided by the dictator).

3.2.15 Provide daily to the DDS a detailed log showing the work transcribed to include the doctor's name, claimant's name, examiner's name, total number of lines in the report, and number of reports, which will be billed to the DDS. Have the capability, when requested, to provide reports to the DDS indicating the pending dictation received in the past 24 hours.

3.2.16 Observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act. Vendor employees who will perform this contractual work

shall be required to sign statements of confidentiality. The original copy of each signed statement must be submitted to the DDS two (2) weeks prior to full implementation of service. Any new or additional employees are required to sign a statement of confidentiality and the original copy sent to the DDS.

3.3 General Terms and Conditions

3.3.1 Record Disclosure:

Neither the contractor nor any of the Contractor's employees involved in processing reports shall disclose any information that identifies the claimant, physician, or facility without documented permission of the DDS. Such disclosures will subject the Contractor to the penalties of the Federal Privacy Act. The Contractor must also certify compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Sensitive records ready for disposal must be destroyed by burning, pulping, shredding, macerating, or other suitable similar means that ensures the information in the record is definitively destroyed. Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act, or regulation. Electronic records must be definitively destroyed in a similar manner that prevents reconstruction as well.

3.3.2 Facility Security:

The contractor must perform all work in a secure facility (facilities) which ensures the confidentiality of all reports. This requires all work pertaining to this contract to be performed in the Contractor's facility under the direct supervision of the designated contractor at all times. Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data... without prior written consent of the State Agency (DDS). The Contractor must have a plan in place to safeguard confidentiality. All work connected with this contract will be performed in a secure facility, one which can be monitored and/or "audited" by the contractor and/or the DDS. No information obtained in connection with this contract will be transmitted electronically or by any other means, unless it is encrypted using the most secure systems "environment/software" available.

3.3.3 Loss Reporting – PII: The contractor is responsible for safeguarding personally identifiable information (PII) and immediately reporting any loss to the appropriate State Agency (DDS) official. The contractor shall ensure that all employees report lost or possibly lost PII immediately. The contractor should gather the following information to report the loss of PII: Contact information, description of loss (including time and location), what safeguards were used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).

3.3.4 Confidential Information:

During the term of this contract and thereafter, the Contractor shall respect the confidentiality of confidential data, information, and other such matters disclosed and entrusted to him/her in the contract, or upon termination thereof, the Contractor shall return to the State agency (DDS), all such confidential matters in their possession belonging to the other party, and further, agrees not to use such information without the expressed written permission of the State agency (DDS).

3.3.5 Enforcement & Recommendations:

The DDS maintains the right to conduct periodic onsite visits/reviews to ensure compliance with contract specifications and procedures. Furthermore, the DDS recommends that the contractor have appropriate forms of suitability and systems monitoring safeguards in place. Contractor

positions should be designated at the proper risk/sensitivity levels commensurate with the public trust or national security responsibilities and attributes of the position as they relate to the efficiency of the service. They should be ranked in accordance with the degree of potential adverse impact on the efficiency of service that an unsuitable person could cause. Suitability refers to whether the conduct of an individual may reasonably be expected to interfere with or prevent effective performance in his/her position or prevents effective performance of the duties and responsibilities of the employing agency. Contractors must ensure that employment of individuals in a sensitive or public trust position is appropriate. Documentation of the rationale underlying risk designation decisions should be retained for potential audit purposes.

3.3.6 Conflict of Interest:

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

3.3.7 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.3.8 Certifications Related to Lobbying:

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

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

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

3.3.9 Vendor Relationship:

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

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

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

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

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

3.3.10 Indemnification:

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

3.3.11 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.3.12 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.3.13 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of all subcontractors. The subcontractor must adhere to the same facility requirements as the Contractor. Additionally, any subcontracts formed must also contain the information specified herein.

3.3.14 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.3.15 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.3.16 Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.3.17 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

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

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

3.3.18 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the following address:

Administrative Office
Disability Determination Section
500 Quarrier St., Suite 500
Charleston, WV 25304

The invoice is to be sent at least 2 times a month and show by each day the number of reports with the total lines for that day with each office separate.

The DDS is under no obligation to pay for transcribed reports which do not belong to the department or are otherwise unusable.

3.3.19 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

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

3.3.20 Quantities:

Quantities listed in the requisition are approximations only, based on estimates supplied by the end users. 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.

**DRS080666
BID SHEET**

All inclusive per line cost.....\$ _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____