



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
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302

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

DATE PRINTED
10/03/2013

BID OPENING DATE: 10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
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				

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

SOLICITATION NUMBER: WWV14127

Addendum Number: 3

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 reissue Addendum 1 in its entirety

To add Mandatory:

3.1.1.34 The West Virginia Executive Branch Confidentiality Agreement must be signed by the successful vendor and all staff who are part of providing the transcriptions services for the Board of Review. See Exhibit 1.

To distribute the revised Pricing Page

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

WWV14127
Vendor submitted questions and Agency responses
09/11/2013

1. The first page of the RFQ references 30,000 transcribing hearings. Can you please confirm that the 30,000 refers to the number of pages transcribed and not the number of hearings?

A.1. This refers to the number of pages.

2. Can you please clarify if/how the telephone dictation is distinct from the decisions/orders, or is that simply a different method of recording essentially the same type of hearings?

A.2. Telephonic dictation is the same type of hearing only conducted by phone instead of in-person.

3. With respect to pricing, we are being asked to provide four-to-a-page transcript pages. Are we to quote based on the original pages or the condensed pages? In other words, a 12 page transcript would print on three pages – is that considered 12 pages or 3 pages in terms of the per-page rates charged? Similarly, for the 300,000 extra copies of transcripts, is that 1,200,000 transcript pages that are printed on 300,000 pages, or is it 300,000 transcript pages that print on 75,000 pages?

A.3. Quote should be based on original pages, the example you provided would be considered 12 pages.

4. How many pages, on average, is each hearing, or how long are they in audio minutes?

A.4. On average a hearing is 60 pages however pages and audio minutes vary on each case.

5. With respect to the copies – does the agency require the additional copies to satisfy a statute or legal requirement?

A.5. No, the extra copies are not required to satisfy a statute or legal requirement. Three (3) copies of the original transcripts will always be required, additional copies are to be considered automatic but the actual number of copies will vary from case to case. The number of additional copies needed for each case will be indicated by the Board of Review staff on the release order. The pricing page allows the vendor to indicate individual costs for the original copy as well as multiple copies.

6. Is vendor permitted to apply the per-page rates for the key word index at the end of the transcript?

A.6. Yes

7. Are all transcripts expected to be delivered within 2 working days? Is there ever a need for faster or slower turnaround times (and therefore corresponding rates) as well?

A.7. Yes, all transcripts are expected to be delivered within 2 working days, there is not a need for faster or slower turnaround.

8. Of the 30,000 pages from 'cassette tapes or digital recordings', how many would you estimate are from cassette tapes and how many from digital recordings?

A.8. The majority of the pages would be from digital recordings. The only cassette tapes pulled would be for a request of the transcription of an older case.

9. Instead of in-person pickup can we provide the agency with our FedEx or UPS account # and have the material shipped to us?

A.9. No, due to case confidentiality we require in-person pick-up.

10. When do you expect to award this contract and when should new vendor expect to go live with it?

A.10. It is the hope of the agency to have the contract awarded within 60 days.

11. Do you expect to award this contract to a single agency, or will numerous agencies be participating jointly in it?

A.11. This contract will be awarded for a single agency. That agency is WorkForce West Virginia.

12. Who is the current vendor?

A.12 imedX is the current vendor?

13. What are the current rates?

A. Records of the Purchasing Division are available to be reviewed at no charge and/or copied during normal business hours, Monday through Friday, 8:15 a.m. to 4:30 p.m., holidays and weekends excluded.

Copies of records are available upon written request from the vendor. A cost of 50 cents per page (minimum of \$10) is charged to furnish copies. Copy charges must be paid in advance. Copies of most bids can be obtained from the Purchasing Division website (www.state.wv.us/admin/purchase/bids). Previous Bid # WWV10867A , Open Date: 07/06/2010

Please contact the Records Management Section of the Purchasing Division @ 304.558.2306

14. Does every hearing get transcribed or only those which get appealed?

A.14. Only appealed cases, or an occasional case which a party pays to have the hearing transcribed.

15. Does this proposal contemplate that employees would on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information?

A.15. Employees would be in the buildings and on the grounds of the Board of Review located at 1321 Plaza East, Charleston, WV 25301. The West Virginia Executive Branch Confidentiality Agreement must be signed by the successful vendor and all staff who are part of providing the transcriptions services for the Board of Review. A copy of the West Virginia Executive Branch Confidentiality Agreement is attached to this Addendum as a requirement.

16. Could you please provide who the current vendor that is being used?

A.16. See response to question 12.

17. What are the rates currently?

A.17. See response to question 13.

18. Are there going to be copy sales that are able to be sold?

A.18. No, copies will not be sold.

19. With regards to documentation copying, will the copies be for internal use?

A.19 The copies will be used internally as well as externally as deemed necessary appropriate by the Administrative Law Judges.

20. Under the Vendor Preference Certificate, number 7, it lists a preference for non-resident small, women-and minority-owned business, is there a specific percentage preference for this?

A.20. Please see Item #22 of the Master Terms & Conditions attached to this RFQ.

21. Are there currently addendum's for this RFP?

A.21. There has not been any Addendum for this RFQ at this time.

22. How many copies of a proposal need to be submitted?

A.22. Only one copy of the bid is required.

23. Which vendor, if any, currently holds the contract?

A.23. See response to questions 12 & 16.

24. What are the current rates paid for transcription services?

A.24. See response to questions 13 & 17.

25. Is it mandatory for transcripts to be produced in the United States?

A.25. While it is not mandatory that the transcripts be produced in the United States, the agency would prefer that the transcripts be produced in the United States.

26. How many pages of transcription were produced in 2012?

A.26. 27, 946 pages of transcription in 2012.

27. What is the estimated contract value?

A.27. The state may not disclose the budgetary amounts under WV State Code 5A-3-11 (a). No person may disclose this maximum budgeted amount to any vendor prior to the award of any contract.

28. Is the electronic delivery of a Word document only sufficient?

A.28. Yes

29. Ubiquis uses vetted, freelance independent contractors in the production of transcripts. Is this process acceptable for the State of West Virginia?

A.29. No. The Board of Review sends the original file, including exhibits, to the steno service for the transcription of the hearing. The Board of Review does not maintain a copy or back up for documents, including exhibits, when the file is delivered to the steno service. The use of independent contractors risks the reliable maintenance of the record therefore subcontractors shall not be applicable to the services requested thru this RFQ.

30. Do we need to have our insurance signed by the Purchasing Division by the time we submit the bid?

A.30. Insurance is not required as a part of this RFQ.

SPECIFICATION CHANGE: The agency has decide to remove the original request of a Performance Bond from the awarded vendor and request "Liquidation Damages" in the amount of \$500.00 per day after the mandated return of the transcribed documents to the Board of Review as shown in 3.1.1.23.

31. Page 11, #12 states that the vendor shall pay liquidated damages but that section is not filled out. Does this not apply to this specific bid?

A.31. This section is not applicable to this RFQ.

32. Page 14, #41: Will the bidder need the license of good standing before bidding or will this be necessary after the award?

A.32. Prior to award of this contract vendors will be required to meet the requirement set forth in Item 41 of the Master Terms and Conditions.

33. Page 15, #43 states "the Vendor has properly registered with any state agency that may require registration." In regards to this contract, who do we need to register with before completing this bid?

A.33. It is the responsibility of the vendor to be registered with all applicable entities and to also be in compliance with the requirements of local, state, and federal laws.

34. Page 16, #51: Since we are out of state, would it be acceptable for our employees to get their finger prints done in the state of West Virginia? Would this be necessary under this contract?

A.34. Please see item #51 of the Master Terms and Conditions attached to this RFQ.

35. Page 21, 3.1.1.18 states that the vendor needs to provide toll-free receipts of the decisions/orders by employees of the Board of Review. Is this referring to the entire transcript? How often would this happen? How many people would this be sent to? Would there need to be hard copies or would this be via email only?

A.35. Yes, the entire transcript in hard copy would be sent to the Board of Review.

36. Page 21, 3.1.1.20: We could provide recording services for any phone calls that need to be transcribed. Would this be sufficient for your needs? The Board of Review would also be able to access the recorded audio via our secure extranet server.

A.36. No

37. Page 21, 3.1.1.21: Could we provide our FedEx account number and have these tapes sent directly to our office instead?

A.37.No

38. Page 22, 3.1.1.23: Will all turnarounds be two working days?

A.38. Yes

39. Page 23, 3.1.1.33: We would be able to provide references but unable to provide examples of the work done with our clients due to our NDA and confidentiality agreements. Would this cause us to be disqualified?

A.39. Please see item2 of the Instructions to Vendors submitting bids.

40. Who is the current contract holder and for how long have they been providing these services?

A.40. See response to Question 12

41. What are the current contract prices for the categories described in this solicitation?

A.41. See response to Question 13

42. What is the annual budget for these services and how much was spent last calendar year?

A.42. Please see response to question 27.

43. Section 3.1.1.20; Are cassette tapes only provided for transcription services when other means are unavailable or is this an audio format that will be provided often? If so, how often and how must these cassette tapes be received and returned?

A.43. The majority of the cases will be audio format, the Board of Review does not use cassette tapes as back-up.

44. What types of cassettes are used?

A.44. None

45. There are very detailed formatting requirements listed in this solicitation, but would you mind providing a sample transcript, with sensitive material removed, so that we may closely review these requirements?

A.45. Yes, a sample may be provided.

46. Section 3.1.1.17 discusses languages. Are there other languages, aside from English, that would require translation? If so, what languages?

A.46. Yes, language could vary from Spanish, Cantonese, and etc.

47. Section 3.1.1.32 discusses copies. Regarding the 300,000 copies, will this service be requested for all transcripts? How many copies per transcript will be requested?

A.47. No, only one original transcript is requested for each hearing.

48. What is the percentage of telephone line dictation vs. digital audio files being received over a secure file server?

A.48. These services will be requested for all transcripts, copies per transcript vary.

49. What is the length in pages of an average completed transcript?

A.49. Sixty (60) pages

50. Are priority/rush files (shorter turnaround time) ever requested? How often and what is the requested turnaround time for such requests?

A.50. Yes, however these instances are very rare and the turnaround would be within two or three days.

WWV14127
Pricing Page for Transcription
Services

10/03/2013

Item	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Annual Cost
1	Transcribing Hearing from Cassette Tapes of Digital Recordings	per page	30,000		
2	Transcribing Telephone Dictation	Per Page	7,000		
3	Typing of Decisions/Orders	per page	20,000		
4	Documentation copying (original)	per Page	300,000		
5	Multiple Copy Charges	per Page	100,000		
	TOTAL				



WEST VIRGINIA EXECUTIVE BRANCH CONFIDENTIALITY AGREEMENT

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

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

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

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

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

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

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

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

h. Any terms not defined herein shall have the definitions afforded them within the Privacy Policy Definitions currently located at www.privacy.wv.gov.

2. Treatment of Confidential Information:

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

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

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

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

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

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

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

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

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

Printed Name: _____

Signature: _____

Date: _____

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

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

Company

Authorized Signature

Date

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