

**ORIGINAL**

**State of Nebraska  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO: 1**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: (402) 471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5821 Z1	April 3, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
May 1, 2018 2:00 P.M. Central Time	Teresa Fleming

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5821 Z1 for the purpose of selecting a qualified Bidder to provide Medical Transcription Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed beginning July 1, 2018 through June 30, 2019. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to a written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**DDS:** Nebraska Department of Education-Disability Determinations Section

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Bid/Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Mandatory/ Must and Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**PII:** Personally Identifiable Information

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and

97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**SSA:** Social Security Administration.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and

not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Medical Transcription Services at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Teresa Fleming, Buyer  
 Agency: State Purchasing Bureau  
 Address: 1526 K Street, Suite 130  
 Lincoln, NE 68508  
 Telephone: 402-471-6500  
 E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

### C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release RFP	April 3, 2018
2. Last day to submit written questions	April 12, 2018
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	April 16, 2018
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	May 1, 2018 2:00 PM Central Time
5. Review for conformance to RFP requirements	May 1, 2018
6. Evaluation period	May 2, 2018 through May 16, 2018
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	May 18, 2018
9. Contract finalization period	May 18, 2018 through June 18, 2018
10. Contract award	June 25, 2018
11. Contractor start date	July 1, 2018

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5821 Z1; Medical Transcription Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Reference	Section	RFP Number	Page	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**E. PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder.

**H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**I. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**J. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**L. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

**P. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision

(a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

**R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

**S. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**T. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**U. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

**II. TERMS AND CONDITIONS**

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

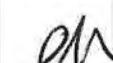
Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>EM</i>			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>EM</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>EM</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
em			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
em			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ON</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ON</i>			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ON</i>			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>en</i>			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>en</i>			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. OFFICE OF PUBLIC COUNSEL (Statutory)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**Q. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**R. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>EN</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>EN</i>			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;

6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. CONTRACTOR OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AM</i>			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, or agents).

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AM</i>			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>gm</i>			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>av</i>			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>gm</i>			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>gm</i>			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Independent Contractors	Included
Abuse & Molestation	Included
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000 per occurrence
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Education-Disability Determinations Section  
 Attn: Business Manager  
 P.O. Box 82530  
 Lincoln, Ne. 68501

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

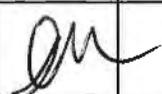
coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**J. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**L. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>jm</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>jm</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The invoice shall be provided on a monthly basis and should include the total cost, number of lines being billed, number of reports for the billing period, unit price, and the month for which services were performed. Invoices must be sent to Nebraska DDS, Attn: Business Manager, P.O. Box 82530, Lincoln, NE 68501-2530. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt

Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AM</i>			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AM</i>			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**V. PROJECT DESCRIPTION AND SCOPE OF WORK**

**A. PROJECT OVERVIEW**

The DDS is a State of Nebraska government agency responsible for adjudicating disability claims on behalf of the Social Security Administration. On average, our current Contractor generates approximately 600 reports per month, 75,000 lines per month. The average length of a report is about 4 pages. The claimant's name and social security number are provided by the medical provider. There are not any special templates. There are four formats: standard medical, medical summary, residual functional capacity and psychological reports. See Sample Reports. The work cannot be returned via e-mail. Currently, the information is uploaded by the Contractor to their secure website and is then downloaded at the DDS. Approximately 150 physicians dictate per month and are located in-office, in-state and out-of-state.

**B. BUSINESS REQUIREMENTS**

Contractors must be able to provide satisfactory evidence of an enforceable strategy for safeguarding confidential information and complying with HIPAA.

**C. SCOPE OF WORK**

Bidder to describe its proposed method for providing the DDS electronic transcription of medical reports, along with the other items outlined in this Scope of Work.

<p>1. Provide electronic transcription of medical reports. Bidder Response:</p> <p>AccueData will provide DDS providers with their own Dictation ID and passwords for dictating the reports along with a separate username and password to access our encrypted web portal to check the status, view, edit or print reports. The web portal and encrypted email systems meet or exceed Advanced Encryption standard 256 (AES 256-bit). We do have the feature to securely email DDS providers when a report has been transcribed and reviewed to be ready for download. The DDS providers or admin staff will have their own access to the web portal to check the status, view, edit and print the reports 24 hours a day 7 days a week.</p>
<p>2. Provide the capability of allowing the medical community to call in direct to the Contractor's 800 toll free number, on an "as needed" basis, available 24 hours a day seven (7) days a week and ensure a mechanism for identifying which dictations are for the DDS in order to comply with a desired 24 hour turn-around time. Consideration is given for weekends and holidays. Bidder Response:</p> <p>AccueData offers at no additional charge an additional 800 number that would be dedicated to the DDS providers. Each DDS provider will be provided with their own dictation ID and password along with their own pocket size dictation instructions that detail which keys are pressed to record, play, restart, stop pause, rewind, forward, listen and delete features. In addition we can customize the prompts so the DDS providers can choose which template to be used during the transcription process. All DDS providers will have access to dictate reports 24 hours a days 7 days a week.</p>
<p>3. Ensure confidentiality of all DDS reports. Bidder Response:</p> <p>AccueData requires all personnel to sign and agree with a HIPAA and HITECH Business Associate Agreement to protect and safeguard sensitive and confidential information. All data is securely deleted from our system per the required time frames of our customers.</p>
<p>4. Provide monthly billing with accurate log. Bidder Response:</p> <p>AccueData provides detailed invoices showing process information such as the DDS provider's name, report job number, confirmation number, date and time dictated, date and time typed, transcriptionist, patient name and line count.</p>

<p>5. Provide contact person to resolve problems. Bidder Response:</p> <p>AccueData will assign an account representative who works closer with DSS to resolve an issues that may come up.</p>
<p>6. Provide custom dictation instructions. Bidder Response:</p> <p>AccueData will supply each DDS provider with his/her own dictation instruction card.</p>
<p>7. Permit multiple callers to access and dictate at the same time. Bidder Response:</p> <p>AccueData currently operates multiple voice capture servers to all DDS providers to access these servers 24 hours a day 7 days a week simultaneously.</p>
<p>8. Control features such as: start, stop, rewind, pause, listen, fast forward, end, etc. Bidder Response:</p> <p>AccueData will provide each DDS provider with their own dictation ID and password along with their own pocket size dictation instructions that detail which keys are pressed to record, play, restart, stop pause, rewind, forward, listen and delete features.</p>
<p>9. Reports reviewed by quality control prior to release to the DDS. Bidder Response:</p> <p>AccueData is always updating its medical transcription and support staff with the latest rules and regulations to meet or exceed the AAMT and HIPAA regulations. We place all new customers on 100% QA until the quality is at a minimum of 98% quality which can take anywhere from 30 to 60 days.</p>
<p>10. Report turnaround time of 24 hours. Bidder Response:</p> <p>AccueData currently provides customers who require 7 days a week 24 hours a day with 24 hour a day transcription/editing services. We run three shifts to maintain the 24 hours a day service. In the event that transcription services are required outside the normal business hours we have the ability to accommodate the customer with extremely tight turn around times (TAT) less than 2 hours with 24 hour coverage.</p>
<p>11. Voice recording saved for 2 weeks. Bidder Response:</p> <p>AccueData has the capability to keep voice files for 2 weeks at which time the voice files will be securely deleted from our system per the required time frames of DDS.</p>
<p>12. Transcription saved in house for 5 years. Bidder Response:</p> <p>AccueData has the capability to keep transcribed reports for 5 years at which time the transcribed reports will be securely deleted from our system per the required time frames of DDS.</p>
<p>13. Provide a list of incomplete, inaudible or any other issues/problems/discrepancies to the DDS immediately Bidder Response:</p> <p>The AccueData account representative will be in contact with DDS for reports that are inaudible or missing information that is required.</p>

<p><b>14.</b> Pre-cautions in place for failure due to the following: server failure, telephone failure, digital dictation failure, return of report failure.</p> <p>Bidder Response:</p> <p>The AccueData account representative will be in contact with DDS in all cases such that a server, telephone or web portal servers have failure and temporary access may be provided until the situation has been resolved.</p>
<p><b>15.</b> Custom User identification codes for each provider.</p> <p>Bidder Response:</p> <p>AccueData will provide DDS providers with their own Dictation ID and passwords for dictating the reports along with a separate username and password to access our encrypted web portal to check the status, view, edit or print reports.</p>
<p><b>16.</b> Daily log sheet.</p> <p>Bidder Response:</p> <p>AccueData can securely email a daily log sheet showing which reports have been dictated and completed at the end of the day.</p>
<p><b>17.</b> Electronic upload to SSA server.</p> <p>Bidder Response:</p> <p>AccueData can provide a custom upload mechanism to allow all report to be uploaded to a secure SSA server.</p>
<p><b>18.</b> Report template for each dictator.</p> <p>Bidder Response:</p> <p>AccueData will work directly with DDS to create individual templates for each dictator if required.</p>

**D. IMPORTANT SECURITY CONSIDERATIONS**

<p><b>1. FEDERAL PRIVACY ACT AND HIPAA</b></p> <p>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 HIPAA. 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.</p> <p>Bidder should describe its proposed method of providing privacy safeguards, enforcement regarding HIPAA and destruction of sensitive records.</p> <p>Response:</p> <p>AccueData requires all personnel to sign and agree with a HIPAA and HITECH Business Associate Agreement to protect and safeguard sensitive and confidential information. All data is securely deleted from our system per the required time frames of our customers. Any and all printed material is destroyed by the way of shredding.</p>
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<b>2. FACILITY SECURITY</b>
The Contractor must perform all work in a secure facility (facilities) which ensures the confidentiality of all reports. The facility must be located in the United States. No offshore transcription is allowed. 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. SSA'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 Nebraska 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.
Bidder shall provide the following information:
a. Identify the secure facility location where the transcription will be performed, i.e. name of secure facility, street address, city, state and zip code. Bidder Response:  40400 Ann Arbor Rd, Suite 102B, Plymouth, MI 48170
b. Describe the features that ensure bidder is providing a secure facility. Bidder Response:  alarm system, Electronic door access to NOC room and transcription area, cameras
c. Describe bidder's ability to perform the work in its facility under the direct supervision of the Contractor at all times. Bidder Response:  AccueData maintains that all voice files and transcribed reports are not save to the local computer used for transcription and printing of reports by unauthorized personel is disabled. All voice files and typed reports are saved to the AccueData Servers for storage. Each user has their own login and access to the AccueData system.

**E. LOSS REPORTING-PII**

The Contractor is responsible for safeguarding PII and immediately reporting any loss to the appropriate 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 (i.e. law enforcement).
Bidder should describe its proposed method of reporting the loss of PII. Response:  If at anytime any personal identification information is lost or misplaced, AccueData will notify DDS of such an incident so that the appropriate action will be taken.

**F. 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 DDS all such confidential matters in their possession belonging to the other party, and further agrees not to use such information without the express written permission of the DDS.
Bidder should describe its method for handling confidential information. Response:  AccueData will contact DDS to determine the appropriate action to take regarding confidential information, we can return all confidential information or have it destroyed at the discretion of DDS.

**G. ENFORCEMENT & RECOMMENDATIONS**

The DDS maintains the right to conduct periodic onsite visits/reviews to ensure compliance with contract requirements and procedures. The Contractor must 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 than 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.

Bidder Response:

AccueData has no issue with periodic onsite visits/reviews.

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**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**CORPORATE OVERVIEW**

AccueData has been in business since 2005 in the State of Michigan with our office located at 40400 Ann Arbor rd, Suite 102B, Plymouth, MI 48170. We are currently changing the name from Central Transcription Service, LLC to AccueData Solutions, LLC for branding services for a more full service provider. We work with hospitals with volumes over 25,000 lines per day with extremely tight turn around times (TAT) less than 2 hours with 24-hour coverage. As well as government municipalities such as the Immigration Customs Enforcement (ICE) for 4 years, State of Michigan for 10 years, State of Louisiana for 3 years, and the State of South Carolina for 3 years providing transcription with 24 to 48-hour TAT.

AccueData employs seasoned medical transcriptionists with more than 20 years of experience in the medical and psychological transcription field. We are proficient with many platforms including but not limited to eScription, M-Modal and straight type using MS Word as the transcription platform. AccueData runs 3 full shifts 365 days a year and 24 hours a day to meet turnaround times between 2 and 24 hours. The average line counts of 75,000 per month would be approximately 12% of our largest customer Memorial Hermann Healthcare who we have been and currently perform transcription/editing services for the past 10 years. The average monthly line counts of 75,000 lines can be absorbed within our current infrastructure.

All new customers starting with AccueData begin on a full 100% edit/QA review status until daily grades reflect 98% quality or above for 30 days. Our medical transcriptionists are divided into core teams per account and specialty. We also designate transcriptionists to work on difficult dictators or English Second Language (ESL) dictators. We perform random internal audits of each transcriptionists work periodically to ensure the highest quality for our customers.

AccueData or any of its employees do not have any affiliation with the State of Nebraska.

All customers of AccueData have been customers over 5 years and no other contracts have been terminated during the past 5 years.

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**PROFIT AND LOSS**  
 January - December 2017

	<b>TOTAL</b>
<b>Income</b>	
Services	612,174.61
<b>Total Income</b>	<b>\$812,174.61</b>
<b>Cost of Goods Sold</b>	
Cost of Sales - Contracts	368,960.58
<b>Total Cost of Goods Sold</b>	<b>\$368,960.58</b>
<b>GROSS PROFIT</b>	<b>\$243,214.03</b>
<b>Expenses</b>	
Auto	6,459.40
Bank Fees	4,035.54
Gifts Given	750.00
Guaranteed Payments - DM	81,507.84
Insurance	16,914.09
Legal & Professional Fees	4,700.00
Meals & Entertainment	11,182.01
Merchant Fees	11,873.27
Miscellaneous	660.00
Office Supplies & Expense	17,366.98
Repairs & Maintenance	15,749.72
SBA Expense	3,075.16
Software Subscriptions	195.10
Taxes Paid - Other	8,794.90
Telephone & Internet	29,088.31
Travel	3,411.56
Utilities	7,316.54
<b>Total Expenses</b>	<b>\$223,082.42</b>
<b>NET OPERATING INCOME</b>	<b>\$20,131.61</b>
<b>Other Expenses</b>	
Depreciation	877.00
<b>Total Other Expenses</b>	<b>\$877.00</b>
<b>NET OTHER INCOME</b>	<b>\$ -877.00</b>
<b>NET INCOME</b>	<b>\$19,254.61</b>

**CORPORATE EXPERIENCE**

<b>Customer</b>	<b>Monthly Lines</b>	<b>Length</b>	<b>Contact</b>	<b>Phone</b>
Memorial Herman Hospital System	600,000	2007 to present	Kristi Novasad, RHIA	713.338.5920
State of Michigan	100,000	2005 to 2010	Kathleen Calc, BS RHIA	734.367.8415
St Johns Providence Hospital	400,000	2005 to 2009	Maureen Nichols, RNMSA	248-849-3298

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**STRENGTHS AND QUALIFICATIONS:**

-  AccueData is a full-service transcription provider offering an end-to-end solution including voice capture, document management and transcription and billing services to hospitals, physician group practices and healthcare networks.
-  AccueData provides a dual delivery model offering a choice of U.S. based and/or off-shore workforce options
-  AccueData blends technology and services offering real time web-based applications for complete management of all voice and data files thru a secure, encrypted web portal.
-  AccueData provides the highest levels of security for voice and data transfer using secure site to site VPN connection and HL7 delivery.
-  AccueData implementation team applies the principles, procedures, and best practices of the Project Management Institute (PMI) to insure a timely and seamless transition
-  AccueData provides a 24/7/365 client support team for emergency, non-business hours service
-  100% US-Based customer service.
-  AccueData is currently investing resources in speech recognition, structured data entry, natural language processing, and data extraction technologies

*The AccueData Team - Personnel Organization and Staffing*

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All clients at AccueData are given contact information for standard operations, but are encourage to contact any member of the organization should questions arise.

**Project Manager** - The director of implementations establishes a comprehensive implementation plan that details all necessary tasks, participants and responsibilities, and uses this tool to monitor and manage implementation progress. In addition, a dedicated project manager is assigned to the account to manage the implementation phase.

**Account Manager** - A dedicated Account Manager is assigned to each AccueData client. The primary point of contact, the AccueData Account Manager has extensive project management and customer service experience and maintains close working relationships with key personnel at the facility to make certain that all aspects of the account run smoothly.

In addition to the management personnel, our client satisfaction team includes:

**Medical Transcriptionists** – Dedicated to accurately transcribing dictation according to the specifications for each individual account. Transcriptionists are assigned to designated accounts and are organized in specialized teams by work type as well as for difficult dictators.

**Quality Assurance Editors** – They perform quality assurance-specific accounts reviews for new and existing accounts. They have years of experience as medical transcriptionists before moving into the QA Editor position.

**Support Center Specialists** – Available 24 x 7 x 365, the Support Center provides technical support to our customers. These specialists possess a deep understanding of AccueData operations and procedures, allowing for quick and efficient resolution of client issues that may arise.

Dr. Keri Topouzian and David Muzzin work together as the project managers and Lauren Traer is our Senior Account Manager to assist in all new projects.

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TECHNICAL APPROACH

*Implementation Process and Quality Control Measures*

<b>1. Project initiation</b>	<b>2. Data Gathering and Analysis</b>
Introduce team members	Import guide reviewed
Review contract	VPN worksheet shared
Confirm volumes	Templates reviewed
Identify special workflows	Physician list import
Review file transfer and delivery	Physician codes import
Communicate technology requirements	<i>Emulate current dictation system</i>
Review finalized Implementation schedule	Voice prompts and macros identified
Assign client to Project Manager	“Normals” identified
Assign client to Account Manager	Create info Doc

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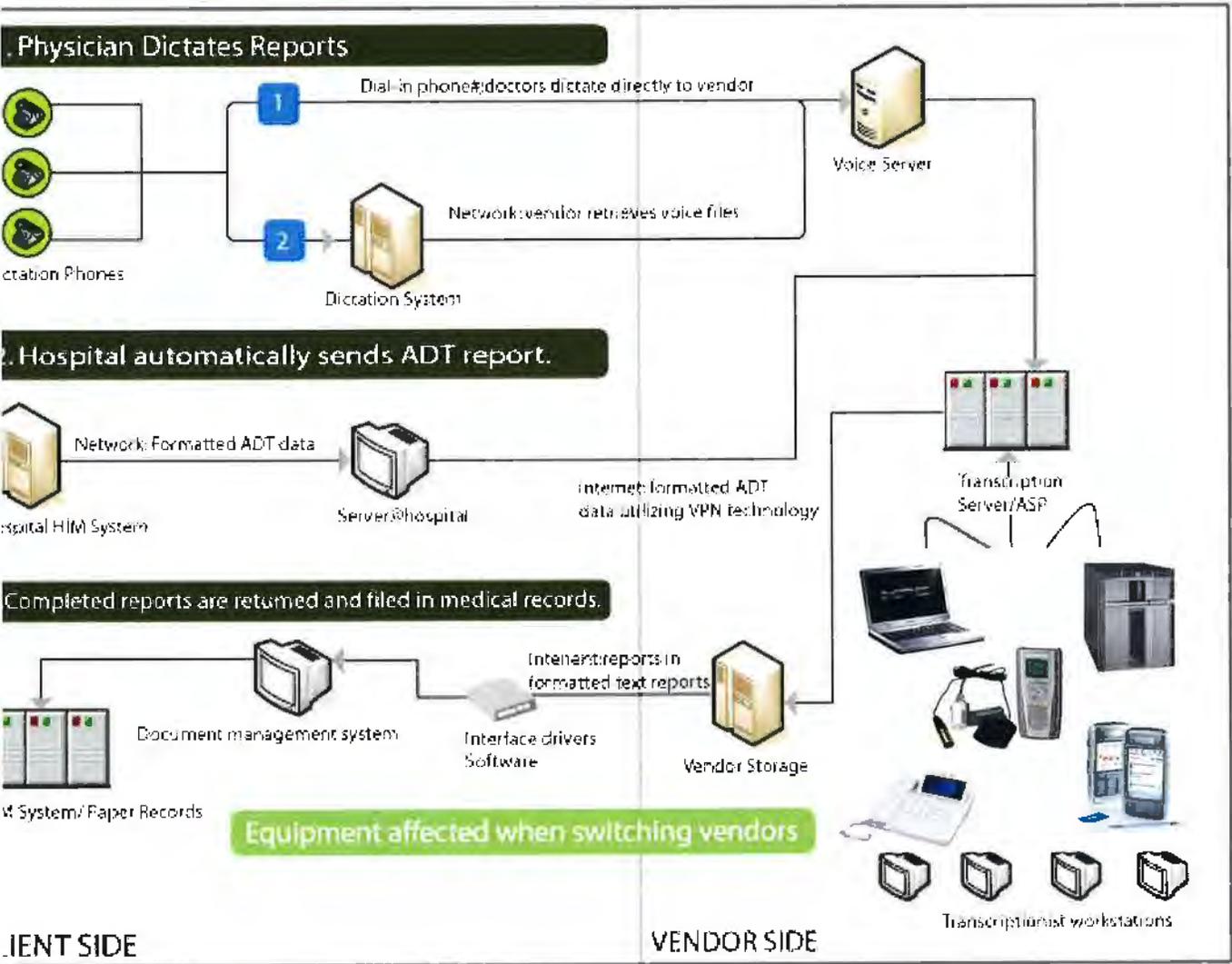
<b>3. System integration</b>	<b>4. System Test</b>
Install Software at all sites	<i>Test VPN</i>
Configure HW/SW	Test Interface
Build macros for voice prompts	Test HL7
Build import /export functions	Test ADT
Establish VPN	Test Template import
Develop Interface	Test voice file transfer
Build HL7	Test delivery tool
Parse ADT	Test web tool
<i>Create Templates</i>	Test routing
Assign User ID's	Test user id's
	<i>Test voice prompts</i>

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<b>5. Activation</b>	<b>6. Transition to Account Manager</b>
Receive voice files	Monitor transfer and delivery
Tag ADT orders	Monitor TAT
Route work	Monitor routing
Assign to MT's	Monitor ADT
Transcribe	Monitor quality with QA Manager
QA work	Elicit feedback from client
Deliver files	Identify issues
Print	Escalate to AccueData management
Web tools active	Make appropriate changes to info doc
Review with client	Schedule site visit
Feedback	

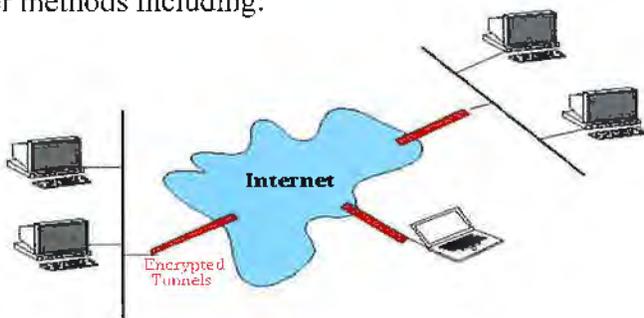
Note: A formal implementation plan will be developed with defined steps and timelines

# Medical Transcription Work Flow Process



AccueData utilizes various file transfer methods including:

-  HL7 delivery
-  File drop in a shared folder
-  FTP transfer
-  PC Access



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*Patient Demographics*

AccueData uses a bi-directional interface to receive patient demographic information from a Hospital Information System and makes this information available to AccueData operations for both transcription and billing services.

AccueData is able to accept all the necessary components of an HL7 ADT or orders message and retain that information to generate an HL7 result and/or billing transaction. This interface ensures:

-  Patient results are correctly identified
-  Delivery of valuable clinical information to where it is needed.
-  Simplification of Patient Identification Process

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5821 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	AccueData Solutions, LLC
Bidder Address:	40400 Ann Arbor Rd, Suite 102B Plymouth, MI 48170
Contact Person & Title:	David P. Muzzin, President / Dr. Keri Topouzian, Chief Medical Officer
E-mail Address:	<a href="mailto:dave@accuedata.com">dave@accuedata.com</a> / <a href="mailto:drtopouzian@accuedata.com">drtopouzian@accuedata.com</a>
Telephone Number (Office):	734.285.3580 Ext 105
Telephone Number (Cellular):	734.231.1790
Fax Number:	734.638.6045

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	AccueData Solutions, LLC
Bidder Address:	40400 Ann Arbor Rd, Suite 102B Plymouth, MI 48170
Contact Person & Title:	David P. Muzzin, President / Dr. Keri Topouzian, Chief Medical Officer
E-mail Address:	<a href="mailto:dave@accuedata.com">dave@accuedata.com</a> / <a href="mailto:drropouzian@accuedata.com">drropouzian@accuedata.com</a>
Telephone Number (Office):	734.285.3580 Ext 105
Telephone Number (Cellular):	734.231.1790
Fax Number:	734.638.6045

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	<b>AccueData Solutions, LLC</b>
COMPLETE ADDRESS:	<b>40400 Ann Arbor Rd, Suite 102B, Plymouth, MI 48170</b>
TELEPHONE NUMBER:	<b>734.285.3580</b>
FAX NUMBER:	<b>734.638.6045</b>
DATE:	<b>4/30/2018</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>David P. Muzzin, President</b>

**State of Nebraska**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

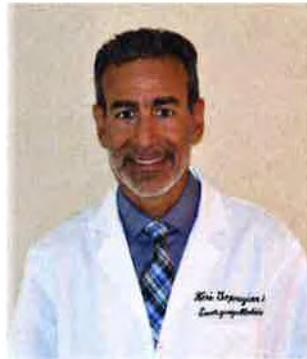
**REFERENCES**

Contact: Kristi Novasad, RHIA 713-338-5920  
Director of Health Information Management  
Memorial Herman Southeast Hospital  
Houston, TX 77089

Contact: Pauline Ellis 215-548-3390 ext 207  
John J. Bowden, JR., D.O., P.C.  
Philadelphia, PA 19138

Contact: Deborah Dolman 248-361-6859  
Midwest Catalyst  
Marietta, GA 30067

**Curriculum Vitae**  
**Keri B. Topouzian, D.O., FACOEP, FAAAAM**



Business Address

1900 South Telegraph Rd.  
Suite 102  
Bloomfield Hills, MI 48302

Home Address

5045 Dianna Dr.  
Bloomfield Hills, MI  
48302

Business Telephone

248.240.0450

Home Telephone

248.851.4645

Birth Date

June 25, 1956

Place of Birth

Detroit, MI.

Marital Status

Married

Citizenship

U.S.A.

A.O.A.#

00 39611

D.E.A.#

AT 2187183

Education

Degrees Earned.....Bachelor of Science  
Michigan State University  
East Lansing, Michigan.  
June 1978

Doctor of Osteopathic Medicine  
University of Health Sciences  
College of Osteopathic Medicine  
Kansas City, Missouri.  
May 1982

Internship.....Botsford General Hospital  
28050 Grand River Ave, Farmington Hills, MI 48336  
July 1982 - June 1983

Residency.....Emergency Medicine  
Pontiac Osteopathic Hospital  
Pontiac, MI. 48342  
August 1983 - July 1985

#### Clinical Appointments

- Michigan State University, College of Osteopathic Medicine, Clinical Assistant Professor. Expires June 2015
- Oral Board Examiner, American Academy of Anti-Aging Medicine: 2007 to present.

#### Board Certification

1. Emergency Medicine - American Board of Osteopathic Emergency Physicians
2. Diplomate American Academy of Anti-Aging Medicine

#### Employment (Non Clinical)

- President/CEO Emergency Dictation Services: a major medical transcription firm specializing in emergency medicine documentation. 1990 - 2004
- CMO Accudata Solutions LLC 2005 – Present

#### Employment (Clinical)

- August 1985 - August 1988: Emergency Medicine: Sinai Hospital of Detroit Assistant Director, 1987 - 1988.
  - Contact Info: Non existent. The hospital closed down twenty years ago.
- September 1988 – July 1990: Emergency Medicine: Macomb Hospital Center.
  - Contact info:  
St. John Macomb-Oakland Hospital, Warren Campus  
11800 E. 12 Mile Rd. Warren, MI 48093 Phone: 586-573-5000
- July 1990 – May 2004: Emergency Medicine: Oakland General Hospital,
  - Residency Program Director, Emergency Medicine at OGH 1990 to July 1994 and worked clinically as an emergency physician at Oakland General Hospital until 2004
  - Contact Info:  
St. John Macomb-Oakland Hospital, Madison Heights Campus  
27351 Dequindre  
Madison Heights, MI 48071  
Phone: 248-967-7000
- January 2004 to present: Keri Topouzian DOPC, Preventative Medicine/Urgent Care Practice.
  - Contact Info: 1900 South Telegraph Suite 102, Bloomfield Hills, MI 48302  
284.302.0473 Fax: 248.927.0888
- 8/2013 to 5/2014: Emergency Medicine/Hospitalist, Mercy Hospital Valley City, ND.  
Contact info: Mercy Hospital of Valley City.  
570 Chautauqua Boulevard, Valley City, ND 58072  
(701) 845-6400

- 
- 1/2014 to 1/2015: Emergency Medicine/Hospitalist: Lisbon Area Health Services, Lisbon, ND.
  - Contact info: Lisbon Area Health Services 905 Main Street, Lisbon, ND 58054  
(701) 683-5241
- January 2013 to April 2013: Locum Tenums: Emergency Medicine/Hospitalist: Rangely District Hospital, Rangely, CO.
  - Contact info: Rangely District Hospital 225 Eagle Crest Drive, Rangely, CO 81648  
(970) 675-5011
- November 2014 to January 2015: Locums Tenums: Emergency Medicine/Hospitalist/Family Practice Clinic. Haxtun District Hospital. Haxtun, CO.
  - Contact info: Haxtun Hospital District. 235 W Fletcher St, Haxtun, CO 80731 (970) 774-6123
- January 2015 to March 2015: Locum Tenums: Emergency Medicine. Spring Central Hospital, Spring, Texas.
  - Contact info: Spring Central Hospital  
20635 Kuykendahl Rd. Spring, TX 77379  
281.363.7170  
Fax: 281.763.2694  
[info@springcentral.net](mailto:info@springcentral.net)
- March 2015 to June 2015: Emergency Medicine/Hospitalist. Carrington Hospital. Carrington, ND
  - Contact info: Carrington Health Center 800 4th Street North, Carrington, ND 58421  
(701) 652-3141
- January 2015 to May 2015: Emergency Medicine/Hospitalist. Refugio County Hospital. Refugio, Texas.
  - Contact info: Refugio County Memorial Hospital 107 Swift St, Refugio, TX 78377  
(361) 526-2321
- May 2015 to present. Cypress Fairbanks Medical Center Emergency Medicine
  - William O'Mally, M.D. Director of Emergency Medicine  
Cypress Fairbanks Medical Center 4023 University Blvd  
Houston, Texas 77003  
713.855.8508 [womalle6@sbcglobal.net](mailto:womalle6@sbcglobal.net)
- May 2016 to August 2016 – Melissa Memorial Hospital, Holyoke, CO. Emergency Medicine & Hospitalist. Locums Tenums.
- November 2015 – April 2016 Medical Center of Southeast Texas, Beaumont, Texas Emergency Department. Locums Tenums.

References: Upon request.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

*Keri Topouzian*

Keri Topouzian, D.O., FACOEP, FAAAM

[askdrt@gmail.com](mailto:askdrt@gmail.com)

10635 NW 9<sup>th</sup> Ave  
Gainesville, FL 32606  
Cell ph# 352-363-0355  
Jtraer@cox.net

## **EDUCATION**

The University of Akron  
A.A.S. respiratory Care, with Distinction, May 1989.  
National Honor Society memberships: Golden Key National Honor Society, Lambda Beta Honor Society.

## **EMPLOYMENT**

August 2008-Present: Central Transcription Services now Accuedata Solutions, LLC, Plymouth, Michigan.  
Accounts Manager. EMON proficient. QA, hiring/scheduling, new MT training and sales. Medical  
Transcription/Editing using ESCRIPTION software. Acute Care hospital and ancillary clinic.

August 2006-July 2008: Shands Healthcare, Gainesville, FL  
Respiratory Therapy in adult Intensive Care Units.

March 2004-May 2006: HMA/LeHigh Regional Medical Center, LeHigh Acres, FL  
All responsibilities of staff therapist, ICU/ER, PFT, Bronchoscopy, EKG, and Stress Testing.

December 1998-February 2004: Lee Memorial Health System, at Southwest Regional Medical Center,  
HCA, Lee Memorial Hospital, and Cape Coral Hospital, Fort Myers/Cape Coral, FL  
All responsibilities of staff therapist, ICU/ER, PFT and Bronchoscopy.

1994-1998: Vencor/Vencare, Fort Myers/Port Charlotte, FL  
Bon Secours St Joseph's Hospital/BeAble  
HCA/Respiratory Care of Florida/CCH  
Consultation and therapy in skilled nursing/long-term ventilator facilities.

1995: Advanced Home Oxygen and Medical Equipment, Fort Myers, FL  
Sales/Marketing, Respiratory Homecare Therapist.

1990-1993: Lee Memorial Health System, at Gulf Coast Hospital, HCA, Fort Myers, FL  
Clinical Coordinator of Respiratory Care/Assistant Director.  
Manage ABG Lab. Interview/hire, in-service presentations, orientation, and QA. PFT, Stress Testing, and  
Bronchoscopy.

1988-1990: Children's Hospital Medical Center of Akron, Akron, OH  
Respiratory Therapy in Level III NICU, PICU, and Burn Unit.

## **PROFESSIONAL**

Registered Respiratory Therapist since 1989.  
Licensed in the state of Florida.  
Author/Publisher of "But I'm Not A Bad Person."

David P. Muzzin  
14640 Williamsburg  
Riverview, MI 48193  
734.231.1790

## **EXPERIENCE SUMMARY**

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- 13 years – Business Owner of a Medical Record / Transcription Company
- 6 years - Business Owner of a 280+ employee Medical Records Company
- 3 years - Business Owner of an Internet / Network Integration Company
- 5 years - Director of Communications at Ferndale Laboratories, Inc.
- 5 years - System Design Engineer at REH Associates, Inc. (3 - Copyrights)
- 29 years - Network Development and Design
- 29 years - Core "C/C++" Application Development & Design
- 19 years - Operations Management
- A broad academic background in the field of electrical engineering and computer science.

## **EXPERIENCE:**

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### **Director of Operations**

June 2005 – Present

Central Transcription Service, LLC.

Managed the day to day business operations and lead a team of software and network engineers to integrate a network infrastructure, software applications and remote management. Designed complete corporate application in Microsoft .NET using VB Scripting, Java, and C++. Web portal interface for customers and employees with back end module processing and archiving of documents with live HL7 feeds all created using Visual Basic and C++.

Installation and integration of EMR packages that interface with existing transcription systems.

### **Director of Operations / Information Technology Detroit Division**

February 2004 – May 2005

CBay Systems, Taylor, Michigan

To aid with the transition from the sale of Dictation International and to help develop a unified platform for CBay Systems. To assist in the design and implementation of the application CBay Flow. Lead a team of software developers and Network Engineers here in Michigan along with a team in India.

### **Business Owner**

March 1998 – February 2004

Dictation International, LLC. Sterling Heights Michigan

Started a medical transcription business with two other partners to provide services to hospitals, medical clinics, state facilities and psychological facilities. Employed over 280+ employees with 3 locations – a production center in Woodhaven, Michigan, main office in Sterling Heights, Michigan and a third production center in Hyderabad, India. Owned and operated all three facilities. Developed the platform and maintained the complete computer infrastructure comprised of multiple voice capture systems, files servers, report delivery servers, MS web servers, and Linux servers. The Voice capture systems were written in Borland C++ utilizing the Rhetorex 432 Board technology. The delivery tools were developed using C++ and Visual Basic 6.0. All applications interfaced with MS SQL Server 7.0. We sold the company in February of 2004

### **Business Owner**

June 1997 – June 2000

Pyramid Communications Group, Inc., Brownstown, Michigan

Established an Internet Service Provider division which supported approx 1500+ dialup Users, 15 – T1 dedicated customers, 100 128K dialup dedicated customers and hosted over 75 websites customers. Developed a 20 person network implementation and trouble shooting team. Performed – CAT5 & CAT3 Cabling with IDF, Server and Client configuration and setup, data migration and maintenance. Provided custom PC sales, software development and website design. Developers fluent in C/C++, Java, Microsoft .ASP, Visual Basic, Perl and SOL.

**David P. Muzzin**

**Director of Communications**

Ferndale Laboratories, Inc., Ferndale, Michigan

October 1993 - May 1997

Primary responsibilities range from project management and departmental management, maintaining and programming the phone system, system application development, network administration. Supervised the purchase of and evaluations for computer equipment. Administered the design of the network and application systems to ensure GMP Compliance and meet FDA requirements. Additional responsibilities include maintaining the alarm system, setup and implementation of product development and quality control lab equipment with integration to HPLC systems for sample testing.

Designed the voice/data cabling specifications for the new construction in the production, manufacturing, QC lab and product development departments to coincide with the new design of the corporate network infrastructure. The new application systems were first developed in C running in DQS and were converted to the windows GUI environment utilizing Borland C++.

Administered a network comprised of new computers using E-mail, Faxing, NFS Gateway between SCO UNIX and Novell Netware 4.1 configured with TCP/IP, EDI processing and bidirectional remote access. Designed and coordinated the installation of an FDDI ring connecting multiple concentrators, each supporting approximately 400 users, with switching at the concentrator level. Installation of a WAN consisting of multiple T1 connections between remote locations allowing Voice, Data and Video conferencing across the WAN.

**System Design Engineer**

REH Associates, Inc., Southfield, Michigan

January 87 - September 92

Installed a variety of Novell networks for engineering firms, hospitals and manufacturing firms. The number of users ranged from 5 to 400 with up to 30 network printers and fax / e-mail servers using the Novell Network MHS. Numerous installations of AT&T / SCO UNIX systems using terminals or computers with TCP/IP configurations. Developed the following three applications that were copyrighted.

**FLTS Sales/Marketing Application**

The software application was first designed in 1990 to assist in the Sales agents' activities. The application had been modified periodically to track conversations, place orders, print sales statistical reports, track key account activities and tie the sales information to the accounting application written for the Progress Database running in an SCO UNIX environment. The FLTS System was written in Microsoft C. To monitor the FLTS Network database application, the program was developed in C written for the AT&T UNIX environment to run as a cronned process with the ability to fork system/database processes.

**Student Loan Observer.**

This is an application developed for ROSS Career Business Schools to track company earnings and student loans. A unique module was written to calculate the default percentage for the Institute. This application is currently being marketed through REH Associates, Inc. The software was written in Microsoft C.

**NCJW Manager.**

This application was developed for a non-profit organization to track fundraisers, membership dues and member information. A report generator was developed to allow unique and non-specific reports to be generated. This application was written in C for the AT&T UNIX environment. The database routines used in developing this system were written in C.

**TECHNICAL EXPERIENCE:**

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**OPERATING SYSTEMS:**

SCO UNIX - Certified  
AT&T UNIX - Certified  
INTERACTIVE UNIX  
DOS 2.x - 6.2x  
LINUX

NOVELL 3.11/3.12 - Certified  
NOVELL 4.01/4.02/4.1  
WINDQWS 3.1/3.11/95/NT 4.0/2000/XP/VISTA/7/8,10  
AT&T MANAGER 3.4/2.0  
MacOS & iOS

**APPLICATIONS:**

WORDPERFECT	MICROSOFT EXCEL	MICROSOFT ACCESS
AUTO CADD LT	MICROSOFT WORD	MICROSOFT PROJECT
GENERIC CADD	MICROSOFT POWERPOINT	MICROSOFT PUBLISHER
PAGEMAKER	DBASE III/IV	

**DEVELOPMENT LANGUAGES:**

ASSEMBLER	MICROSOFT .NET	PROGRESS
MICROSOFT QUICK C	ORACLE	UNIX USF MOTIF
MICROSOFT C/C++	QUICK BASIC	HTML / XML
BORLAND C/C++	VISUAL BASIC 6.0	VISUAL DBASE 5.0 RAD
UNIX C	CLIPPER	JAVA
SQL	PERL	XCODE FOR iOS

**HARDWARE:**

IBM PC XT/AT	BUS TYPES - ISA/EISA/MCA/VLB/PCI	OS=(DOS/UNIX/NETWARE)
NCR SERVERS	MULTI PROCESSOR PENTIUM BASED (RAID DESIGN) - <b>Authorized</b>	
AT&T STARSERVER	MULTI PROCESSOR 486 BASED - <b>Certified</b>	
AT&T 3B1	AT&T UNIX PC 7300	
AT&T 3B2	TYPES - 310/400/500/600/1000 (UNIX SERVERS)	

**NETWORKING:**

CAT5 INSTALLATION AND TESTING	CISCO SWITCHES / ROUTERS / VOIP
ROLM SYSTEMS	ASTARO VPN SOFTWARE / APPLIANCES
INTERTEL SYSTEMS	WATCHGUARD VPN APPLIANCES
ADTRAN T1 VOICE/DATA MUXING	VPN CONNECTIONS

**EDUCATION:**

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Bachelor of Science in Electrical Engineering  
Lawrence Institute of Technology

A+ Network Certification, 1998  
Novell 3.11 CNE Certification, 1991  
Certified SCO UNIX System Engineer 1992  
Certified AT&T UNIX System Engineer 1991

**PERSONAL INTERESTS:**

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Head Football Coach for 13 years Riverview Junior Football  
President of the Riverview Junior Football Association for 6 years  
Head Coach for Youth Baseball for 15+ years  
Downhill Ski Instructor for 4 years  
Swimming instructor for YMCA for 4 years

**REFERENCES:**

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Available upon request.