

May 1, 2018

TECHNICAL PROPOSAL

Medical Transcription Services

Solicitation Number: RFP 5821 Z1

The State of Nebraska
Department of Administrative Services, Materiel Division
State Purchasing Bureau
Attn: Teresa Fleming, Buyer
1526 K Street, Suite 130
Lincoln, NE 68508
402-471-6500
teresa.fleming@nebraska.gov
as.materielpurchasing@nebraska.gov

Transcription Plus, LLC
Attn: Mary A. Goehring
16112 Stuarts Draft Court
Charlotte, NC 28278
860-583-2818
mary@transcriptionplus.net

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A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, Transcription Plus, LLC guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies it maintains a drug free work place environment. Further, Sections II through VII has been completed and returned with the proposal response.

2. CORPORATE OVERVIEW

a. BIDDER IDENTIFICATION AND INFORMATION

Transcription Plus, LLC

16112 Stuarts Draft State

Charlotte, North Carolina 28278

Phone: 860-583-2818; Fax: 980-729-8654

Email: mary@transcriptionplus.net; Website: www.transcriptionplus.net

Transcription Plus, LLC was incorporated in the State of Connecticut as a Limited Liability Corporation-Single Member, on January 1, 1989.

Transcription Plus, LLC is currently headquartered in Charlotte, North Carolina.

b. FINANCIAL (DESCRIPTIVE) STATEMENTS

Transcription Plus, LLC is not a publicly held corporation. Since 1989, Transcription Plus, LLC has been providing transcription services to the medical, legal, academia, business, research and government industries. Transcribing is the only line of business we have ever done in nearly 30 years, thus, we have become subject matter experts in this field. Currently, we are performing similar tasks as described in the scope of work of the Nebraska Department of Education-Disability Determinations Section (DDS) requirement. In performing such daily tasks, we thoroughly understand the requirements of the scope of work. Both staff and management comprehend the critically of the transcribing tasks and that low quality work or work not performed on time can halt or disrupt legal proceedings overseen by the State. As an experienced transcription firm, with qualified personnel and support staff, under our Quality Assurance Program, we have quality control procedures in place to prevent such an event.

Transcription Plus, LLC produces absolute accurate Legal Arbitrations, Depositions, Hearings, Federal, State, Municipal, Legislative Documentation, Medical Records (all specialties and EHR experts), Meeting Minutes, Policy & Procedure Manuals, Interviews (1:1 or group), Captioning Service, Medical and Marketing Research and Focus Groups, Special Projects, Video Production Transcripts, Miscellaneous Word Processing and Transcription of Foreign Translations.

Transcription Plus, LLC is currently a member of the American Association for Medical Transcriptionists. All of its activities are compliant with Health Information Portability and Accountability Act (HIPAA) 1996 and amendments. The company has a written and an enforceable policy to keep client records confidential and private to comply with all HIPAA regulations. The secure FTP server we have in place has the capability to store, retrieve and transmit transcription records for up to one year and well beyond.

Transcription Plus, LLC is certified by the; Small Business Administration as a Women-Owned Business, North Carolina as a Woman Business Enterprise, State of Connecticut as a Minority Women-owned Business and State of North Carolina as a Hub Zone business. We are the proud recipient of the SBA Small Business Week 2017 Award for the State of Connecticut and all of the New England States. As listed below, transcriptionists on our staff have transcription credentials from certifying organizations. These certified transcriptionists are capable of transcribing over 2,500,000 characters per month.

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Transcription Plus, LLC is in good standing financially in all states in which we conduct business and have proof of such standings, via tax returns and bank statements. We bank with Bank of America, Financial Center, Steele Creek, 12930 S Tryon Street, Charlotte, NC 28278, (704) 625-5074.

Transcription Plus, LLC has no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. CHANGE OF OWNERSHIP

Transcription Plus, LLC has maintained the same ownership or control of the company since January, 1989. It anticipates no change for the next twelve (12) months.

d. OFFICE LOCATION

Transcription Plus, LLC office, located at 16112 Stuart Draft State, Charlotte, North Carolina, will be responsible for the performance pursuant to an award of a contract with the State of Nebraska.

e. RELATIONSHIPS WITH THE STATE

Transcription Plus, LLC has had no dealings/contracts with the State over the previous one (1) year.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

Transcription Plus, LLC has had none of its employees employed by the State within the past one (1) year.

g. CONTRACT PERFORMANCE

Transcription Plus, LLC has not had a contract terminated for default during the past five (5) years,

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Transcription Plus, LLC's experience as it relates to this RFP is described in the below table (1).

Mountain State Orthopedic Associates Attention: Amanda Ferguson 200 Orthopedic Way Morgantown, WV 26505 304-599-0720 Value: \$321,263 Description: Medical Records Client Since: 4/2015	UCONN - Pathology/Laboratory Medicine Attention: M. Sanders, M.D. 263 Farmington Avenue Farmington, CT 06030-3985 860-679-4586 Value: \$385,464 Description: Electronic Medical Records Client Since: 7/2009	Institute for Community Research Attention: Various (call for specifics) 2 Hartford Square Hartford, CT 06102 860-278-2044 Value: \$103,677 Description: Interview Transcripts Client Since: 11/2006
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Corporate Experience Table 1

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Transcription Plus, LLC's Project Manager (PM) will be responsible for the planning, organizing, directing and controlling work assigned to the Team. The PM will have full authority, accountability and responsibility to act on behalf of Transcription Plus, LLC regarding the day-to-day operations in meeting the requirements of the State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB) contract – for its Nebraska Department of Education-Disability Determinations Section (DDS). Mary Goehring will be the PM. She will provide the necessary internal direction and oversight of Transcription Plus, LLC personnel. And she will coordinate all formal performance reviews, both internal and Customer, to ensure that performance, schedule and costs are acceptable. Transcription Plus, LLC uses a very structured approach to planning and managing its work effort on all contracts. The PM and team leaders are all involved in the development of the performance plans. They will look for early problem identification and solution development on assigned tasks. Information sharing shared among the PM, Team Leaders and Corporate leadership facilitates both problem identification and problem solution.

The staffing structure to be implemented is based on an analysis of the workload inherent in providing outstanding customer service and support, while meeting the performance requirements of the SOW. Our

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staff is capable of transcribing over 2,500,000 characters per month. Due to the number of transcribers on staff, we will be able to meet timing requirements to start up this project and to operate the project on an ongoing basis. Over half of our personnel have been with the company for over 10 years. Fortunately for us, we don't have a retention problem within the company. However, should there be a situation of an absenteeism, the Project Manager will immediately reassign the task to another qualified transcriptionist. It is for this unpredictable reason why we use Basecamp. This internal project management tool allows the entire team to see what each transcriber is doing and the stopping point of where the assigned transcriber leaves off, daily. With this knowledge, the newly assigned transcriber can resume work, without any major delays to the project.

The number 1 priority of quality in this line of business is absolute accuracy! Our transcriptionists work at the highest skilled level in which they are able to pick up 99.9 percent of the errors that are made before work is submitted. Every member of our team is certified as Electronic Reporters and Transcribers. Each staff member is bound to by HIPAA security standards and strict company policy regarding accuracy and knowledge-based standards. Just as important as their technical skills, our transcribers are self-motivated, self-starting and able to organize time and focus on work, dependable / reliable, with a strong commitment to confidentiality. 100% of the staff is US based. In summary, we require our staff to have:

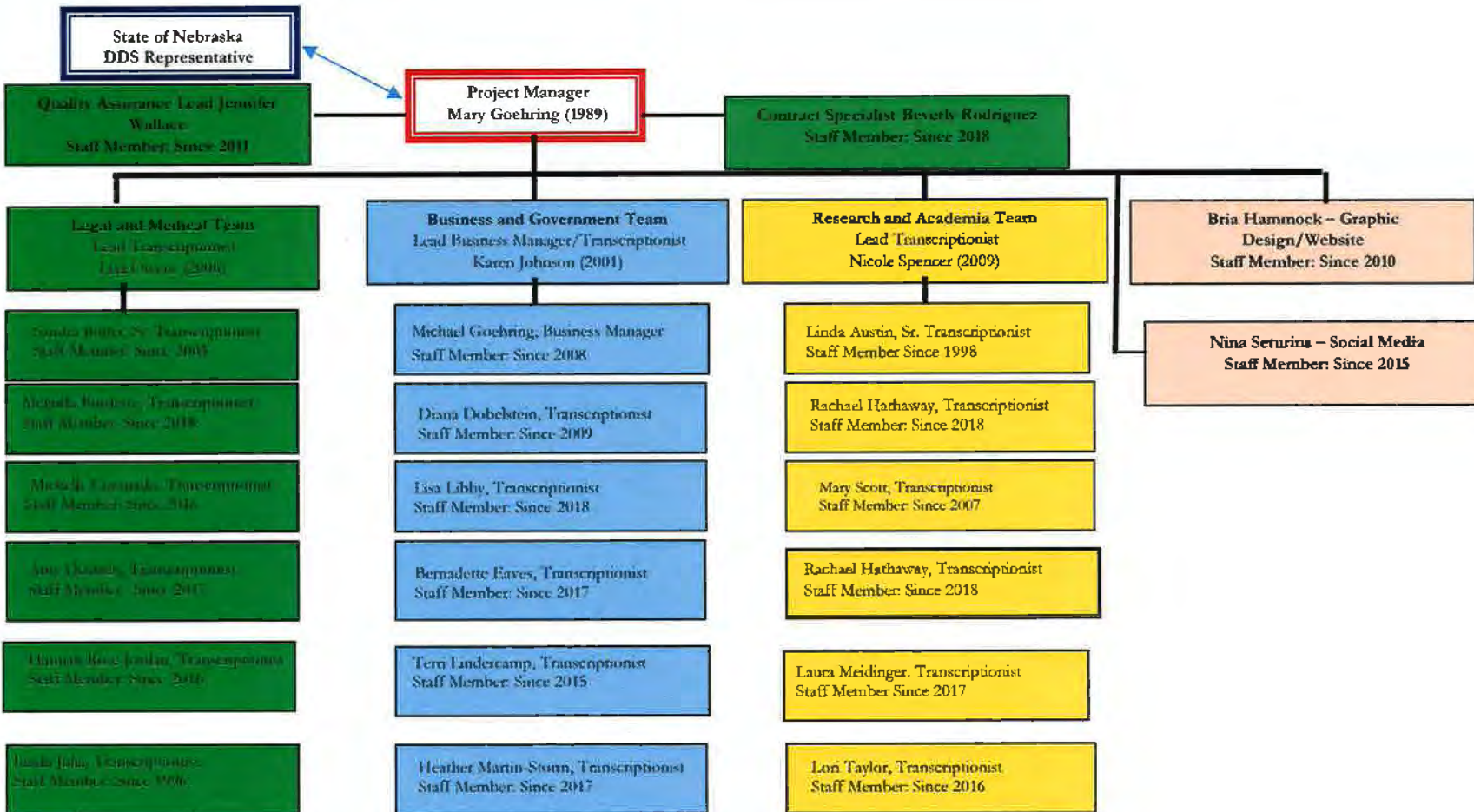
- Above average knowledge of English, punctuation and grammar;
- Excellent auditory skills which are necessary in order to interpret sounds almost simultaneously with keyboarding;
- Advanced proofreading and editing skills, ensuring accuracy of transcribed material;
- Highly developed analytical skills and deductive reasoning;
- Versatility in the use of transcription equipment and technology;
- Legal, medical, business, academia and government expertise terminology; and
- The flexibility to handle fluctuations in workload, surges and unanticipated changes.

Members of our staff have credentials from the following certifying organizations: Penn Foster Career Institute; Alpena Community College; Tunxis Community College; Pulaski Technical College; Career Step; Ashworth University; Journal of the American Association for Medical Transcription (JAAMI) and Transcription Plus, LLC In-house Certification. In accordance with the SOW, we will supply copies of all applicable licenses, certifications, or other credentials for the company and all staff tasked with performing the services required by the State. In Appendix A, Resumes and certifications are provided for all personnel proposed to work on the project.

The Project Manager will have open communication with the State representative at all times and will continuously discuss shortcomings and areas of concern they become problems. She will be the interface between the State representative and the transcribers. Also note, the PM is well-versed and experienced in all aspects of producing accurate documentation from numerous audio file formats in the Medical, Legal, Medical, Academia, Research, Business and the Federal/State/Local Government industries. And, she has proven successes in the areas of strategic planning and complex problem resolution.

See below figure (1) which depicts our Organizational Chart with transcriptionists who will be used in the performance of this contract. All transcriptionists are cross trained and have the medical knowledge, skills and are bound by HIPPA.

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This figure 1 of Transcription Plus, LLC's Organizational Chart provides a snapshot of qualified personnel to support this project.

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Direct feedback from the State representative will be key to our support task. Formal and informal systems will be established to capture this feedback. Formal feedback will come from the Customer Comment Form (1), which is Quality Control Procedures (QCP) 100. This is one of our internal quality assurance procedures to document, track and escalate customer issues. It also gives us a customer service contact and determine if the matter needs to go before the formal board to obtain a resolution. Informal feedback will come from more "face-to-face" communication such as participating in meetings, conferences, working groups and during daily contact with the State representative. Comments from both methods will be tracked and corrected.

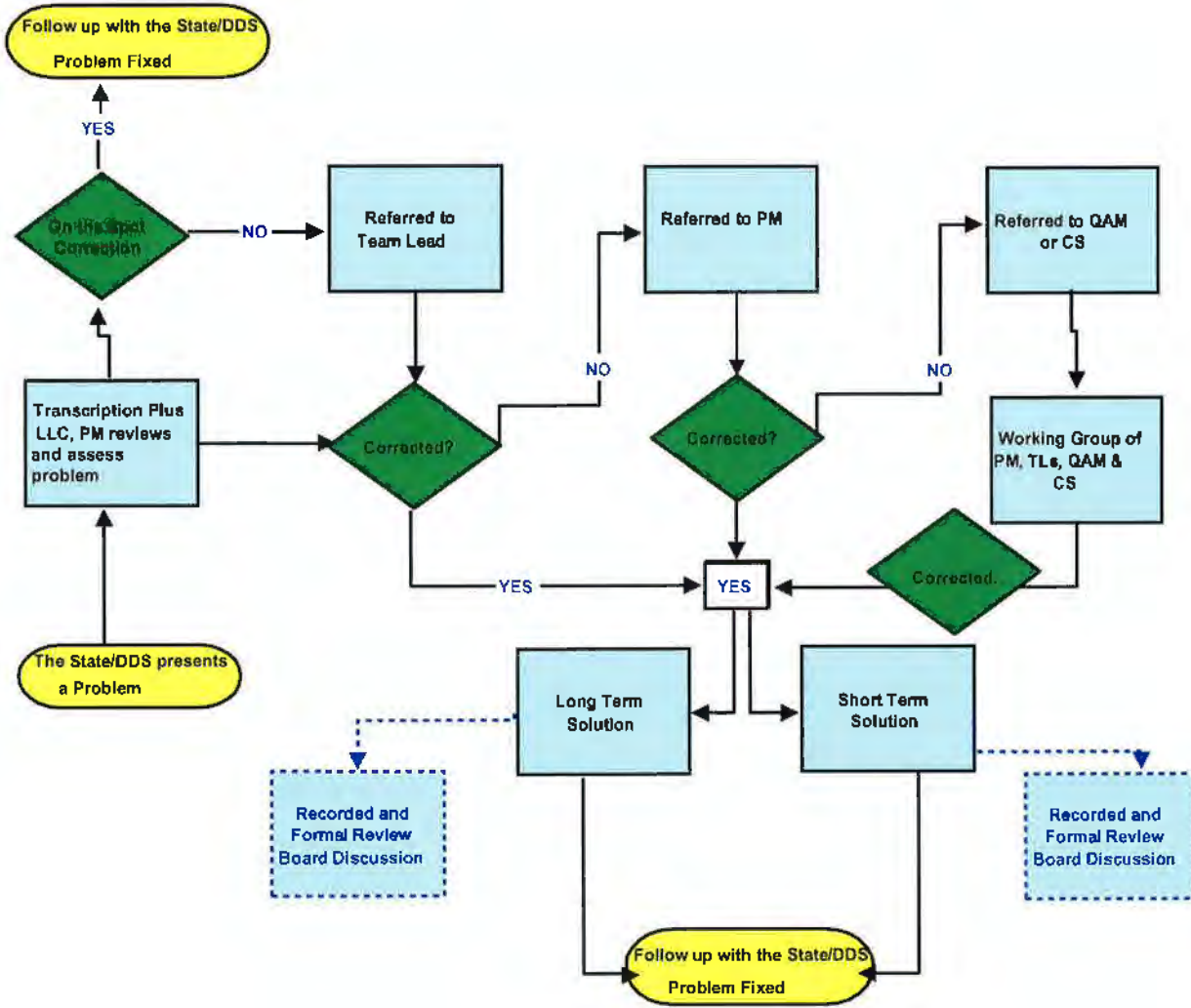
CUSTOMER COMMENT/COMPLAINT RECORD				
We are interested in the quality of service provided to you. Please complete the following questionnaire and return it to: Transcription Plus, LLC Administrative Office, Transcription Plus, LLC, 16112 Stuarts Draft State, Charlotte, NC 28278, or Fax: 980-729-8654.				
Date:			Organization:	
Type of Service Provided (Please check.)				
1. Transcription Services	2. Document Preparation	3. Program Management		
Satisfaction Rating (Please check.)				
	Very Satisfied	Satisfied	Dissatisfied	Very Dissatisfied
Timeliness				
Responsiveness				
Accuracy				
Quality				
Customer Remarks: (Use back if needed. Name and phone optional.)				

QCP 100 Form (1)

Through the company's Quality Assurance Program (QAP), one of the key tools for problem resolution is a Formal Review Board consisting of the PM, Team Leads, the QA Manager and Contract Specialist. Information sharing, shared among these persons, facilitates both problem identification and problem solution. They will look for early problem identification and solution development on assigned tasks. Through open communication with the State representative at all times, we will continuously discuss shortcomings and areas of concern before they become problems. Customer service, communication and the resolution of issues will be the sole responsibility of our Project Manager, Mary Goehring. Mrs. Goehring can be reached at: Phone Number: 860-583-2818; Fax: 980-729-8654 and/or Email: mary@transcriptionplus.net.

Below, the Problem Solving Figure (2) depicts the formal feedback flow that will be our guide to; document, track, escalate and resolve any problems or issues with this contract.

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Problem Solving Figure 2

LEGEND

PM= Program Manager
 TL= Team Lead
 QAM= Quality Assurance Manager
 CS= Contract Specialist

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3. TECHNICAL APPROACH

- a. Transcription Plus, LLC, under this contract, understands it will be tasked to prepare and certify written transcripts of official electronic recordings for the Nebraska Department of Education-Disability Determinations Section (DDS). Having read and understood the SOW, Transcription Plus, LLC has had many similar contracts in which it performed similar transcription services.
- b. Transcription Plus, LLC plans to accomplish the transcription of medical reports, delivering in four formats: standard medical, medical summary, residual functional capacity and psychological reports to the Nebraska Department of Education-Disability Determinations Section (DDS), while safeguarding claimant confidential information and complying with HIPAA. Transcription Plus, LLC has expertise in this field and it is our desire to provide transcription services to those organizations in need of this service. The process of providing this service is done through the uploading of information via our secure website and is then downloaded at the DDS. We plan to provide transcription services to approximately 150 physicians, who dictate per month and are located in-office, in-state and out-of-state.
- c. Transcription Plus, LLC has the technical capability to provide verbatim transcriptions of digital recordings to support the needs of the Nebraska Department of Education-Disability Determinations Section (DDS). Our knowledge of spelling, grammar, punctuation, style, required formats and syntax sufficient to identify and correct grammatical, procedural and format errors will be key to the success of this project. At Transcription Plus, LLC's secured facility, it has a secure File Transport Protocol (FTP) server for State file transfer. A User ID with password is given to each State so they access only their directories and files. An FTP server has proven to be the simplest and most secure way to exchange files between two entities. Transcription Plus, LLC FTP server exceeds the guidelines for HIPAA Standards. The secure FTP server provides a non-web based internet transmission of digital voice files, as well as completed transcribed records. Since this server is secure, encryption of files is not necessary. We have had many state customers who use digital recorders with DSS formatted files and many of those state customers use the toll free telephone digital dictation. The State of NE/DDS can securely upload voice files from their Olympus DS300/DS3300 Dictaphones (or similar devices). In addition, Transcription Plus, LLC owns numerous toll free digital dictation lines-for multiple users-using simultaneously. The states we have transcribed for receive their unique 1-800 number. If the Nebraska Department of Education-Disability Determinations Section (DDS) chooses to use the 800 number for dictation, the files are automatically saved to Transcription Plus, LLC secure FTP server once the dictation is complete. We have backup plans in case of loss of remote connectivity due to terrorist activity or other natural disasters. An operation manual with instructions for using this server, will be available to the State's Representative. By being in compliance with HIPAA, we provide the highest standards for keeping confidential and securing the digital files and the finished product. In addition, the secure FTP server has the capability to receive, store, retrieve and transmit digital voice files and transcription records for up to one year and well beyond. The digital, audio or video files are formatted to be compatible to; *msv, *vma, wav, .mp*, .wma, .ra, .rm, .dss, & .vob or .avi, flv, wmv files.

Transcription Plus, LLC strictly follows the security, privacy, enforcement and breach notification rules of HIPAA. We focus on the technology that protects PHI and controls access to it – which includes us having established procedures in place for; obtaining necessary electronic Protected Health Information (ePHI) during an emergency, recording and examining activity of our computer systems that contain ePHI. We also ensure there are physical safeguards for all workstations that access ePHI, to restrict access to authorized users and for removal of ePHI from electronic media before the media are made available for re-use. In addition, for our HIPAA compliance program we; have a privacy officer assigned, complete a risk assessment annually, conduct employee training, review policies and procedures and execute Business Associate Agreements (BAAs) with all partners who handle protected health information. We do not allow any impermissible uses or disclosures of PHI. We provide accounting of disclosures and we would provide breach notification to the patients if there is a breach of unsecured. If there is a breach of unsecured PHI, we are required to promptly notify HHS if and notify the media and public if the breach affects more than 500 patients.

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- d. See the below Table of the detailed project work plan.
- e. See the below Table for the deliverables and due dates.

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Work and Implementation Plans with Timetable for Deliverables

The below table (2) is a description of actionable and implementable items of what and how our Team plans to provide transcription services to the State.

Objective	Action Item	Results	Deliverable	Timeline
Prepare and certify written transcripts of official electronic recordings for the Nebraska Department of Education-Disability Determinations Section (DDS)	<p><u>1. Receipt of New Task from the State*</u></p> <ul style="list-style-type: none"> • At the onset of a new project from the Nebraska Department of Education-Disability Determinations Section (DDS), Transcription Plus, LLC: <ul style="list-style-type: none"> o Receives a task order from a representative of the State, requiring transcription services; o Coordinates with the State representative to upload files via secured ftp portal; o Downloads the data from Dictaphone system (or similar system); o Acknowledges receipt of complete files and deliverable details; and o Logs in new task with the following information: date; job type; POC information of customer; assigned record number; line count and TAT. 	Provide to the State representative with an estimate number of pages to be transcribed, the number of days to transcribe and a cost.	As required by DDS	Starting 07/2018 (Repeat this activity for each new task – throughout the year.)
	<p><u>2. Activities of Transcription Services*</u></p> <ul style="list-style-type: none"> • Upon a start work notice from the State representative, the actual tasks to transcribe records entail: <ul style="list-style-type: none"> o The project manager logging the record, noting the standard TAT and any unique specifications (all expedited requests will be handle according to its TAT); o The project manager assigning the record to a qualified transcription on staff, via Basecamp (Basecamp is our internal project management tool which is shared amongst the manager and staff – for the coordination, review, input, updates and monitoring of various transcription tasks); o The project manager making the assignment based on the current workload of each staff. Those with no workloads or completing a current task, are given priority for a new task; o The assigned transcriber scheduling in the task with the noted TAT, via Basecamp; o This transcriber taking notes regarding all of the State’s specifications for submission; o The transcriber listening to the dictation while simultaneous keyboarding; 	The production of a written transcript.	As required by DDS	Starting 07/2018 (Repeat this activity for each new task – throughout the year.)

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	<ul style="list-style-type: none"> o The transcriber re-listening to each word of the dictation while proofreading; o The transcriber maintaining a daily work log; and o The transcriber communicating with the project manager, conferring task completion, adhering to the State's specifications and certifying the documents are true and absolute accurate. 			
	<p>3. Delivery of Files*</p> <ul style="list-style-type: none"> • Upon the completion of the tasks, the project manager ensures: <ul style="list-style-type: none"> o The TAT and the quality of work has been met by the assigned transcriber; o Communication to the State representative of task completion; o Submission of progress reports o The transferring of the transcribed file, to the State, electronically, via the secured ftp portal and paper copy via mail (upon approval); o The State receives all data files; o The State is completely satisfied with the deliverable. If the State is not satisfied, within the allotted time, the manager takes note of the issue and resolves issue by either clarification or have the assigned transcriber make appropriate corrections (issues and resolutions are posted in Basecamp). o The transcribing process is repeated within an expeditious manner until the State makes a final acceptance of the task; o The State makes a final acceptance and hardcopy mailed; and o The task is closed out, the files remain secured until the designated time of a permanent disposition. Updates posted up in Basecamp. 	<p>Declare under penalty of perjury that the transcript is a full, true, and correct transcript of the designated portions of the electronically recorded proceedings.</p> <p>Deliver the written transcript via electronic means and hardcopy.</p> <p>Hardcopy delivered via a bonded courier service.</p>	<p>As required by DDS OR Expedited Services= As required by DDS</p>	<p>Starting 07/2018 (Repeat this activity for each task – throughout the year.)</p>
	<p>*= Progress Reports</p> <p>It is common practice to create and maintain progress reports. We will deliver those Reports to the State representative, as to allow the State to determine whether we are on the right track and the project is on schedule. Also to communicate interim findings and an opportunity for airing difficulties or special problems encountered so that remedies can be developed quickly.</p>			

Work and Implementation Plan Table 2

Form A
Bidder Contact Sheet
Request for Proposal Number 5821 Z1

Preparation of Response Contact Information	
Bidder Name:	Transcription Plus, LLC
Bidder Address:	16112 Stuart Draft State, Charlotte, North Carolina 28278
Contact Person & Title:	Mary A. Goehring, Chief Executive Officer
Email Address:	mary@transcriptionplus.net
Telephone Number (Office):	860-583-2818
Telephone Number (Cellular):	860-583-2818
Fax Number (Cellular):	980-729-8654

Communication with the State Contact Information	
Bidder Name:	Transcription Plus, LLC
Bidder Address:	16112 Stuart Draft State, Charlotte, North Carolina 28278
Contact Person & Title:	Mary A. Goehring, Chief Executive Officer
Email Address:	mary@transcriptionplus.net
Telephone Number (Office):	860-583-2818
Telephone Number (Cellular):	860-583-2818
Fax Number (Cellular):	980-729-8654

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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.


NA 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.

NA 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.

NA 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.

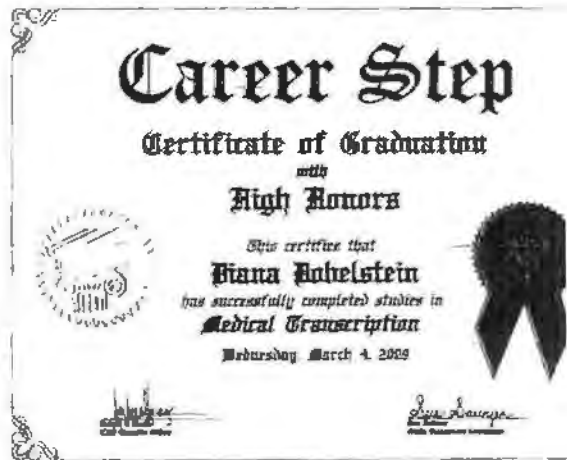
Preparation of Response Contact Information	
Bidder Name:	Transcription Plus, LLC
Bidder Address:	16112 Stuart Draft State, Charlotte, North Carolina 28278
Contact Person & Title:	Mary A. Goehring, Chief Executive Officer
Email Address:	mary@transcriptionplus.net
Telephone Number (Office):	860-583-2818
Telephone Number (Cellular):	860-583-2818
Fax Number (Cellular):	980-729-8654

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

FIRM:	Transcription Plus, LLC
COMPLETE ADDRESS:	16112 Stuart Draft State, Charlotte, NC 28278
TELEPHONE NUMBER:	860-583-2818
FAX NUMBER:	980-729-8654
DATE:	May 1, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Mary A. Goehring, Chief Executive Officer

APPENDIX A – PROPOSED PERSONNEL RESUMES and CERTIFICATES

(see the following pages)



Career Step
Certificate of Graduation

THIS CERTIFIES THAT

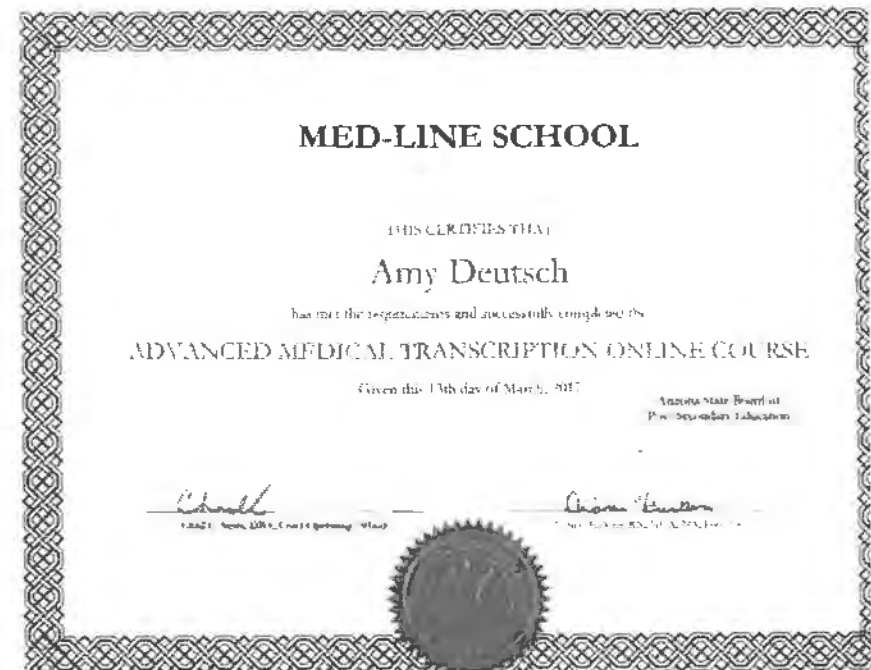
Heather Martin

HAS COMPLETED THE COURSE OF STUDY IN THE SUBJECT OF

Medical Transcription Editor

with Honors

ON THIS THE 27TH DAY OF OCTOBER, 2016.



Hulaski Technical College

North Little Rock



Arkansas

To all to whom these presents may come, Greetings

We it knowen that

Tisa Lee Myers

having satisfactorily completed the program of study prescribed by the College and upon recommendation of the Faculty is hereby granted this certificate in

Medical Transcription

In testimony whereof, we have affixed our signatures

July 1, 1998

Date of Award

John S. [Signature]

President

Deborah [Signature]

President

Career Step

Certificate of Graduation

Jennifer Wallace

Medical Transcription

Date of Award



Career Step

Certificate of Graduation

THIS CERTIFIES THAT

Laura Fleidinger

HAS COMPLETED THE COURSE OF STUDY IN THE SUBJECT OF

**Medical Transcription Editor
with Honors**

ON THIS THE 21ST DAY OF DECEMBER, 2017.



Stephan [Signature]

President

Judith [Signature]

President

SBA SMALL BUSINESS WEEK 2017 CT AWARD WINNER TRANSCRIPTION PLUS

Honore Awards SBA Small Business Week 2017 CT Award Winner Transcription Plus

SBA SMALL BUSINESS WEEK 2017 CT AWARD WINNER TRANSCRIPTION PLUS

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The SBA and this award program recently announced its Small Business Week 2017 winners (https://www.sba.gov/newsroom/2017-12-14/sba-announces-small-business-week-2017-winners) with the Home-Based Business category.

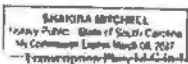
AFFIRMATION: By signing this form, I am the authorized signer affirming and acknowledging under penalty of law for false swearing that my firm, Transcription Plus, LLC, has an in-house training program in which we issue certifications to those trainees who have completed the rigorous in-house transcription training. Below is a description of our training program.

WITNESS THE FOLLOWING SIGNATURE:

Company Name: Transcription Plus, LLC
 Mary A. Gochring, CEO
 Signature: [Signature] Date: April 30, 2015
 State of South: Carolina
 County of York: York
 I Am a full employed executive for my firm on: 24th day of April 2015
 My Telephone Number: 813 222 7277

AT FIX SEAL HERE

NOTARY PUBLIC



[Signature]
 Shakira Simpson
 Notary Public

The Management and Subject Matter Experts of Transcription Plus, LLC, have established and continue to maintain a working curriculum that fosters staff growth and career enhancement. Our training resources are geared toward providing opportunities for all levels of staff to enhance existing skills and develop new ones. Training lessons are provided in one-on-one and practical training formats. The content of the lessons builds the same level of quality as from any accredited agency. Upon completion of the training, our writers (who become bona fide staff members) are able to compete for and are transferred to a nationally recognized recording industry.

As a staff member's career progresses, the company proactively trains and supports career progression, providing continual training to our staff and advanced skills training of transcription and other professional industries in need of transcription. Transcription Plus, LLC provides the needed management and technical training for 12000 professionals in HIPPA. Our ongoing and evolving staff member training process ensures that our clients' business needs are incorporated into our staff members' technical training plans. Our training plan includes a structured process and is tailored to address each client's business requirements. We offer this well defined training program on technologies that are in demand, as well as those including personal development and management skills in addition to the staff member, which is a powerful tool to attract and retain top quality talent.







TRANSCRIPTION *Plus*
ESTABLISHED IN 1978

CERTIFICATE OF COMPLETION

AWARDED TO

TERRI LINDACAMP

FOR COMPLETING IN-HOUSE MEDICAL TRANSCRIPTION TRAINING

AWARDED ON THIS DATE: 2004

Mary A. Cushing

Mary A. Cushing
Founder and Chief Executive Officer

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Appendix B – RFP

(see the following pages)

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

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

SOLICITATION NUMBER	RELEASE DATE
RFP 5821 Z1	April 3, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
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 end 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

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: http://das.nebraska.gov/materiel/purchasing.html	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: http://das.nebraska.gov/materiel/purchasing.html	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.materiel purchasing@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:
MAG			

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:
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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:
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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:
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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:
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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:
MAG			

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:
MAG			

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:
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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:
MAG			

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:
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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:
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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:
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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:
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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:
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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:
MAG			

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:
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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:
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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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
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
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
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
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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:
MAG			

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:
MAG			

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:
MAG			

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.htm> 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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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:
MAG			

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 style="text-align: center;">SEE TECHNICAL PROPOSAL</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 style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>3. Ensure confidentiality of all DDS reports. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>4. Provide monthly billing with accurate log. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>5. Provide contact person to resolve problems. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>6. Provide custom dictation instructions. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>7. Permit multiple callers to access and dictate at the same time. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>8. Control features such as: start, stop, rewind, pause, listen, fast forward, end, etc. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>

<p>9. Reports reviewed by quality control prior to release to the DDS. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>10. Report turnaround time of 24 hours. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>11. Voice recording saved for 2 weeks. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>12. Transcription saved in house for 5 years. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>13. Provide a list of incomplete, inaudible or any other issues/problems/discrepancies to the DDS immediately Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>14. Pre-cautions in place for failure due to the following: server failure, telephone failure, digital dictation failure, return of report failure. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>15. Custom User identification codes for each provider. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>16. Daily log sheet. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>17. Electronic upload to SSA server. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>
<p>18. Report template for each dictator. Bidder Response:</p> <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>

D. IMPORTANT SECURITY CONSIDERATIONS

1. FEDERAL PRIVACY ACT AND HIPAA
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.
Bidder should describe its proposed method of providing privacy safeguards, enforcement regarding HIPAA and destruction of sensitive records. Response:
SEE TECHNICAL PROPOSAL

2. FACILITY SECURITY
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:
SEE TECHNICAL PROPOSAL
b. Describe the features that ensure bidder is providing a secure facility. Bidder Response:
SEE TECHNICAL PROPOSAL
c. Describe bidder's ability to perform the work in its facility under the direct supervision of the Contractor at all times. Bidder Response:
SEE TECHNICAL PROPOSAL

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:
SEE TECHNICAL PROPOSAL

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: <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>

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: <p style="text-align: center;">SEE TECHNICAL PROPOSAL</p>

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION SEE TECHNICAL PROPOSAL

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies it maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW SEE TECHNICAL PROPOSAL

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous one (1) year. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past one (1) year, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The Contractor's responsibilities;
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

3. **TECHNICAL APPROACH SEE TECHNICAL PROPOSAL**

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS SEE COST PROPOSAL

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. **COST SHEET**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. **PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

SEE TECHNICAL AND COST PROPOSALS

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

SEE TECHNICAL PROPOSAL

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:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

TRANSCRIPTION *Plus*

LLC
ESTABLISHED IN 1989

Executive Summary

Mary A. Goehring
TRANSCRIPTION PLUS, LLC

Mary is a highly accomplished and solutions-driven executive, since 1989, leading a transcription company through startup, change, revitalization, turnaround and accelerated growth.

She is a participative business leader who is well-versed and experienced in all aspects of producing accurate documentation from numerous audio file formats in the Medical, Legal, Federal/State/Local Government, Academic, Research and Business fields. Mary is highly experienced in all capacities of the transcription and documentation industry. She has proven successes in the areas of new market identification/penetration, strategic planning and complex problem resolution.

Mary oversees all aspects of day-to-day operations and continues to lead the growth of this expanding transcription company; including client solicitation and cultivation, marketing and sales, staff recruitment and management, risk management, investment management, budget and cost management, contract negotiations, infrastructure development and proprietary IT development.

Mary utilizes a wide variety of state-of-the-art dictation access and production technologies to enhance productivity and efficiency to ensure market competitiveness and on-time delivery; including a HIPAA-compliant secure webserver for digital dictation and/or electronic documentation retrieval, a toll-free dial-up dictation service, as well as 'Cloud' computing technologies and remote server access applications to connect our staff directly to our client's in-house computer infrastructures for document processing and data management.

304 West Main Street ♦ Suite 2-1022 ♦ Avon, CT 06001
16112 Stuarts Draft Court ♦ Charlotte, NC 28278
3716 Messina Road ♦ Clover, SC 29710
Ph: 860.583.2818 ♦ Fax: 980.729.8654
E-mail: mary@transcriptionplus.net ♦ Web: www.transcriptionplus.net
Certified Women-owned Small Minority Business

Selected Achievements Revenue Generation -

Developed Transcription Plus, LLC from embarkation; continuing to prosper since 1989.

Multiple Channel Distribution – Established solid business relationships with professionals in many varied markets throughout the United States.

Infrastructure Development - Designed and implemented organizational infrastructure that maximizes performance, quality, efficiency, and bottom-line profits.

Business Development - Company is certified by the State of Connecticut as a Minority Women-owned Small Business, as well as possessing this certification in multiple other states. Established in the 'Dynamic Small Business Search' of the Small Business Administration. Works closely with CT PTAP (Procurement Technical Assistance Program). Member of CT MERG (Micro Enterprise Resource Group). Member of AHDI (Association for Healthcare Documentation Integrity). Recognized and A+ certified by the Connecticut and National Better Business Bureau.

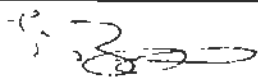
Received the Best of Bristol, CT Transcription Service award for 2016. Received the SBA CT and New England Best Home-based Business award for 2017.

- Built company infrastructure, financial backbone and client base, to ensure a seamless connection to other functions; including product development, sales and marketing, supply chain, IT and operations.
- Established brand labeling recognition in the USA professional community.
- Established Strategic Direction - Developed comprehensive and realistic short and long range business plans, and provided critical leadership by identifying business needs/gaps and creating cost effective plans to address and close gaps.
- Determine and established criteria for resource management (e.g. staffing, funding, and equipment) based on business objectives and operational needs.
- Penetrate untapped markets by developing/executing marketing and advertising campaigns, and cultivating relationships made through networked contacts, prospects and trade events.
- Maintain full risk management responsibilities, including placement of property and casualty insurance and evaluation of all risks to company assets.
- Provide the analytical framework, financial metrics and benchmarks to enable informed investment decisions, identify trends early and capitalize on opportunities with minimal risks.

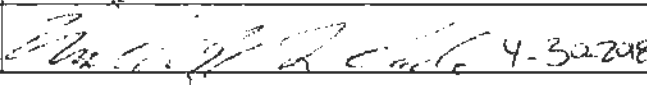
Rachael Hathaway
 2211 Westridge Drive, Mt. Vernon, IN 47620
 812-568-0241
 Rhathaway15@gmail.com

Education 1 (School Name, Location & Degrees)	University of Southern IN, Evansville, IN – B.S. Psychology
Education 2 (School Name, Location & Degrees)	Career Step online training, Medical Transcriptionist Certificate.
Professional Certificates	None.
My Understanding of the Transcription Services Process	Files come in and are sent to the transcriber through FTP site. Transcriber types them and sends them back through FTP site.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Mt. Vernon, IN
Experience 2 (Name, Position, Location)	360 Transcription Transcriber Danville, IL
Reference 1 (Name, Address and Telephone#)	Denny Villines Old National Bank, Evansville, IN Denny.Villines@oldnational.com
Reference 2 (Name, Address and Telephone#)	Diane Wood MTA dwood@mtaontheweb.com
Reference 3 (Name, Address and Telephone#)	Joel Gininger Manager at MTA 202-316-8110
Signature and Date	<i>Rachael Hathaway 4/30/18</i>

Terri Linderkamp
 10202 E. Coyote Song Trail
 775-934-0300
 tlinderkamp@hotmail.com

Education 1 (School Name, Location & Degrees)	University of New Hampshire Durham, NH Associates Degree
Education 2 (School Name, Location & Degrees)	Career Step Lehi, UT Certificate
Professional Certificates	Certificate of Graduation – High Honors, Medical Transcription, Career Step
My Understanding of the Transcription Services Process	The Transcription Services Process is the process by which speech from audio sources are converted into printed or electronic text documents for business, legal, or medical purposes.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Hereford, AZ
Experience 2 (Name, Position, Location)	Sten-Tel Springfield, MA
Reference 1 (Name, Address and Telephone#)	Jennifer Olmsted 300 Glen Road Gorham, NH 03581 603-466-2713
Reference 2 (Name, Address and Telephone#)	Jennifer Young 71 White Mountain Drive Campton, NH 03223 603-563-3685
Reference 3 (Name, Address and Telephone#)	Stephanic Wylie 1414 Main Street Springfield, MA 01144 800-547-7844
Signature and Date	 4/30/18

Michelle L. Coronado
466 E. Hillcrest Drive
(520) 282-9599
mlcoronado2012@gmail.com

Education 1 (School Name, Location & Degrees)	True Learning Center High School Burlingame, California High School Diploma Electives included typing and medical secretary.
Education 2 (School Name, Location & Degrees)	Lindbergh Educational Center Manteca, California Medical Transcription
Professional Certificates	
My Understanding of the Transcription Services Process	Assigned audio files are downloaded, transcribed according to client's specifications, and transcription is reviewed for accuracy before being uploaded to client within requested turnaround time.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Benson, Arizona
Experience 2 (Name, Position, Location)	IntelliType/CastlePointe Management Medical transcriptionist Benson, Arizona
Reference 1 (Name, Address and Telephone#)	Sheldon Church Alpharetta, Georgia (360) 268-7217
Reference 2 (Name, Address and Telephone#)	Metoyer Moses Alpharetta, Georgia (903) 691-8153
Reference 3 (Name, Address and Telephone#)	Crystal Cook Alpharetta, Georgia (254) 396-2632
Signature and Date	 4-30-2018

Lori Taylor
 2514 N. Gaines Street, Davenport, IA 52804
 309-428-4513
 brandonsmom1994@gmail.com

Education 1 (School Name, Location & Degrees)	Galva High School Galva, IL High School Diploma
Education 2 (School Name, Location & Degrees)	Black Hawk College Galva, IL AAS in Administrative Secretary
Professional Certificates	At-Home Professions Fort Collins, CO Medical Transcription certificate
My Understanding of the Transcription Services Process	To translate from oral to printed form the record of a patient's medical history.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Davenport, IA
Experience 2 (Name, Position, Location)	M*Modal Transcriber and Voice Recognition Editor Moline, IL
Reference 1 (Name, Address and Telephone#)	Mary Goehring Charlotte, NC 28278 860-583-2818
Reference 2 (Name, Address and Telephone#)	Kristina Gonzalez Wheatland, IA 563-249-0136
Signature and Date	4-30-2018 <i>Lori Taylor</i>

Nicole Spencer
 178 Macon Smith Drive, Willard, NC 28478
 910-470-6299
 Nspencer.work@gmail.com

Education 1 (School Name, Location & Degrees)	CareerStep Online Certificate Program Medical Transcription
Education 2 (School Name, Location & Degrees)	Kaplan College Online Bachelor's Degree Program Website Design
Professional Certificates	Transcription Plus, LLC In-House Certification Training
My Understanding of the Transcription Services Process	Audio sent by client Transcribe rough draft Edit document with a 2 nd listen Possible 3 rd listen if needed Submit to manager Submit to client
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Willard, NC
Experience 2 (Name, Position, Location)	NA
Reference 1 (Name, Address and Telephone#)	Mary A. Goehring Transcription Plus, LLC 16112 Stuart Draft Court, NC 28728 860-583-2818
Reference 2 (Name, Address and Telephone#)	NA
Reference 3 (Name, Address and Telephone#)	NA
Signature and Date	<i>Nicole Spencer</i> 4/30/18

Jennifer Wallace
 3501 S. Crane St., Independence, MO
 (816) 309-5851
 cswallace07@att.net

Education 1 (School Name, Location & Degrees)	Carcer Step Medical Transcription Program Graduated with High Honors
Education 2 (School Name, Location & Degrees)	Truman State University Kirksville, MO BA in Communications, Magna Cum Laude
Professional Certificates	Transcription Plus, LLC In-House Certification Training
My Understanding of the Transcription Services Process	I transcribe recorded audio files into Word files with accuracy and attention to the style needs of the clients. I process medical reports, town meeting proceedings, interviews, focus groups and more to accurately reflect the proceedings in a professional product.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Independence, MO
Experience 2 (Name, Position, Location)	Professional Dictation Associates Medical Transcriber Independence, MO
Reference 1 (Name, Address and Telephone#)	James Wallace 3501 S. Crane St., Independence, MO (816) 885-1232
Reference 2 (Name, Address and Telephone#)	Andrea Ashe 2080 Rockland Dr., Aurora, IL (630) 486-1384
Reference 3 (Name, Address and Telephone#)	Corey Whitworth 4934 Flora Ave, Kansas City, MO (816) 309-7278
Signature and Date	<i>Jennifer A. Wallace</i> 5/1/18

Melinda J. Burdette
 2715 East Erie Avenue, Apt. 308, Lorain, Ohio 44052
 (440) 240-8895
 melinda.burdette@yahoo.com

Education 1 (School Name, Location & Degrees)	Lorain County Community College – Elyria, OH Coursework in Business
Education 2 (School Name, Location & Degrees)	At-Home Professions – Fort Collins, CO Medical Biller-Transcriptionist Program
Professional Certificates	Certified Medical Transcriptionist AHDI Certification Medical Biller-Transcriptionist Program Certificate of Completion
My Understanding of the Transcription Services Process	The Transcription Services Process involves converting spoken language into an electronic text document, adhering to quality and formatting requirements and guidelines as put forth by the client and/or industry standard.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Bristol, CT
Experience 2 (Name, Position, Location)	Main Street Transcription Service, LLC Transcriber Somerset, PA
Reference 1 (Name, Address and Telephone#)	Mary A. Goehring Transcription Plus, LLC, Bristol, CT (860) 583-2818
Reference 2 (Name, Address and Telephone#)	Stacia Green Main Street Transcription Service, LLC, Somerset, PA (866) 254-5039
Reference 3 (Name, Address and Telephone#)	Jina Murtagh Main Street Transcription Service, LLC, Somerset, PA (866) 254-5039
Signature and Date	<i>Melinda J. Burdette, 04/30/2018</i>

Diana Dobelstein
 3980 Waterford Drive, Suwanee, GA 30024
 770-888-4015
 jddobel@comcast.net

Education 1 (School Name, Location & Degrees)	University of Massachusetts Amherst, Massachusetts Bachelor of Arts and Sciences
Education 2 (School Name, Location & Degrees)	Career Step Lehi, Utah Medical Transcription High Honors Graduate
Professional Certificates	Transcription Plus, LLC In-House Certification Training
My Understanding of the Transcription Services Process	When given an assignment, my job is to transcribe the audio into an accurate rendering of the spoken words while following the client's specifications. After completing the audio, I listen a second time to edit the document, fill in blanks, and confirm the transcription is correct. If I have a question, I make a notation for the client to review. My work reflects on me, so I make sure it's done to the best of my ability.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Suwanee, GA
Experience 2 (Name, Position, Location)	Beazer Homes Land Development Coordinator Norcross, GA
Reference 1 (Name, Address and Telephone#)	William Lund Portsmouth, RI (508) 728-3315
Reference 2 (Name, Address and Telephone#)	Tina Lagrow St. Albans, VT (802) 598-1140
Reference 3 (Name, Address and Telephone#)	Julie Braley Hampton, NH (603) 686-3722
Signature and Date	<i>Diana Dobelstein</i> , April 30, 2018

Heather Martin-Storm
 836 NE Piedmont Ave, Grants Pass, OR 97526
 541-479-2628
 HMartin-Storm@outlook.com

Education 1 (School Name, Location & Degrees)	San Marcos High School Santa Barbara, California
Education 2 (School Name, Location & Degrees)	N/A
Professional Certificates	Medical Transcription Editor Career Step
My Understanding of the Transcription Services Process	As a transcriptionist, my job is to convert audio files into a text document with emphasis on absolute accuracy and in accordance with the client's format directive.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Grants Pass, OR
Experience 2 (Name, Position, Location)	NA
Reference 1 (Name, Address and Telephone#)	Carolee Farnsworth Martin 5068 Amberly Place Santa Barbara, CA 93111 805-967-7901
Reference 2 (Name, Address and Telephone#)	John Storm 836 NE Piedmont Ave Grants Pass, OR 97526 541-507-7146
Reference 3 (Name, Address and Telephone#)	Kenneth Storm 168 SW Vicki Lane Grants Pass, OR 97526 541-479-2829
	<i>Heather Martin-Storm</i> April 30, 2018

Laura Meidinger

Education 1 (School Name, Location & Degrees)	Mesa Community College Mesa, AZ No degree
Education 2 (School Name, Location & Degrees)	Gila Community College Payson, AZ Certificate in Medical Billing and Coding
Professional Certificates	Certificate from Career Step in Medical Transcription
My Understanding of the Transcription Services Process	Transcribe vocal dictation according to client preferences
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Arizona
Experience 2 (Name, Position, Location)	NA
Reference 1 (Name, Address and Telephone#)	Mary A. Goehring Transcription Plus, LLC 16112 Stuart Draft Court Charlotte, NC 28728 860-583-2818
Reference 2 (Name, Address and Telephone#)	NA
Reference 3 (Name, Address and Telephone#)	NA
Signature and Date	<i>Laura Meidinger</i> 4/30/2018

Linda Julia
 441 Cabernet Place, Saint Augustine, FL 32084
 860-302-8205
 lindajulia27@yahoo.com

Education 1 (School Name, Location & Degrees)	New Britain High School, New Britain, CT, General
Education 2 (School Name, Location & Degrees)	NA
Professional Certificates	Transcription Plus, LLC In-House Certification Training
My Understanding of the Transcription Services Process	To transcribe and possess the knowledge of medical terminology, anatomy and physiology, proper English grammar, and proofreading of medical dictation.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber St. Augustine, FL
Experience 2 (Name, Position, Location)	NA
Reference 1 (Name, Address and Telephone#)	Debra DiCosimo 295 Hitchcock Road Southington, CT 06489 860-621-2527
Reference 2 (Name, Address and Telephone#)	Nancy Galecki 10 Oakland Street Plainville, CT 06062 860-881-8051
Reference 3 (Name, Address and Telephone#)	Susan Galecki 10 Hawthorne Street Bristol, CT 06010 860-583-6425
Signature and Date	<i>Linda Julia</i> 4/30/2018

Lisa Lee Sanders-Owens
Mayflower, Arkansas

Education 1 (School Name, Location & Degrees)	Pulaski Technical College Medical Transcription Certificate
Education 2 (School Name, Location & Degrees)	NA
Professional Certificates	Medical Transcription Certificate
My Understanding of the Transcription Services Process	The transcription process requires accuracy, timely completion of documents, knowledge of the English language, research skills.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Mayflower, Arkansas
Experience 2 (Name, Position, Location)	My Transcriptionist (Self-Employed) Transcriptionist for several physician offices Mayflower, Arkansas
Reference 1 (Name, Address and Telephone#)	Janet Cross 13809 South Highway 170 West Fork, Arkansas 72774 (479) 957-6289
Reference 2 (Name, Address and Telephone#)	Lori Barnard 1987 US Highway 601 South Mocksville, North Carolina 27028 (336) 448-3445
Reference 3 (Name, Address and Telephone#)	Lamar Scribbins 1957 Lenox Road NE Atlanta, Georgia 30337 (678) 613-2681
Signature and Date	<i>Lisa Lee Sanders-Owens</i> 4/30/2018

Lisa Libby
60 King St #3, Saco, ME 04072
207-337-2515
Llibby75@yahoo.com

Education 1 (School Name, Location & Degrees)	Maine Maritime Academy Castine, ME BS Ocean Science
Education 2 (School Name, Location & Degrees)	N/A
Professional Certificates	Transcription Plus, LLC In-House Certification Training
My Understanding of the Transcription Services Process	Medical transcription is the act of translating, from oral to printed form, the record of a patient's medical history and treatment.
Experience 1 (Name, Position, Location)	Transcription Plus, LLC Transcriber Saco, ME
Experience 2 (Name, Position, Location)	Nuance Radiology Transcriptionist Saco, ME
Reference 1 (Name, Address and Telephone#)	Heather Prejean Saco, ME 207-468-9490
Reference 2 (Name, Address and Telephone#)	Sharri Olsen Scarborough, ME 207-807-2718
Reference 3 (Name, Address and Telephone#)	Jennifer Clough South Paris, ME 207-653-3944
Signature and Date	<i>Lisa Libby</i> 4/30/2018

TECHNICAL PROPOSAL

Appendix C – Addendum 1 (Q&A)

(see the following pages)

ADDENDUM ONE QUESTIONS and ANSWERS

Date: April 16, 2018
 To: All Bidders
 From: Teresa Fleming, Buyer
 AS Materiel State Purchasing
 RE: Addendum for Request for Proposal Number 5821 Z1
 to be opened May 1, 2018, at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			Whether companies from Outside USA can apply for this? (like, from India or Canada)	No.
2.			Whether we need to come over there for meetings?	No.
3.			Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	No.
4.			Can we submit the proposals via email?	No.
5.			In regards to the above referenced bid, please provide incumbent information and pricing history/information.	See Contract 56600(O4)Ren(4)
6.	III. Contractor Duties A. Contractor Obligations	15	The RFP states " All Personnel assigned by the Contractor to the contract shall be employees of the Contractor ... " We utilize individual subcontractors, not other companies for transcription support, would this exclude/preclude us	Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"

			from bidding? Our transcriptionists are under supervision by specific team leaders who are employees.	
7.	V. Project Description and Scope of Work A. Project Overview	23	Is this a re bid of a current contract and if so who is the current provider? What is the current contracted line rate?	Refer to the response on Question 5.
8.	V. Project Description and Scope of Work D-2. Facility Security	25	<p>We utilize industry standard MT cloud based platforms along with remote US based transcriptionists. Would this exclude/preclude us from bidding since the RFP states the contractor must perform all work in a secure facility?</p> <p>We utilize individual subcontractors, not other companies for transcription support, would this exclude/preclude us from bidding? Our transcriptionists are under supervision by specific team leaders who are employees.</p>	Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"
9.	RFP Section Reference E. PRICE & 5821 Z1 Document - COST PROPOSAL	2	What is the current price per line.	Refer to the response on Question 5.
10.	RFP Section Reference D.2. FACILITY SECURITY	25	<p>Is the following acceptable for contractor's facility/supervision:</p> <p>All employees are US citizens/US based, however they do not work out of one facility. All transcribed files are typed and stored on our</p>	No. Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"

			network servers through a virtual remote desktop over encrypted connections. File are not kept on workstations. Audio is played, but not stored at the workstation. Copy and paste is disabled from network servers/virtual desktop to workstations. Work is only kept on secured network servers.	
--	--	--	--	--

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

TECHNICAL PROPOSAL

Appendix D – Business Insurance Certificate (see the following page)

BOP1041560
Renewal of Number

RLI Insurance Company
9025 North Lindbergh Drive Peoria, IL 61615

Form A
 Standard

Policy No. BOP1041560

HOME BUSINESS INSURANCE POLICY DECLARATIONS

Named Insured and Mailing Address:

Transcription Plus LLC
16112 Stuarts Draft Court
Charlotte, NC 28278

Administrator Name and Mailing Address:

Northeast Agencies, Inc
Northeast Insurance Agencies-UT
Northeast Agencies Insurance Services-CA
6467 Main Street, Suite 104
Williamsville, NY 14221

Policy Period:

From 12/04/17 to 12/04/18 at 12:01 A.M.*
Standard Time at your mailing address shown above.

Insured's Brokering Agent:

*Exceptions:

12:00 noon in Michigan, North Carolina, and Puerto Rico

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated

BUSINESS DESCRIPTION

Form of Business: Individual Joint Venture/Partnership LLC Organization
Business description: Transcribing, Court Reporters

DESCRIBED PREMISES

16112 Stuarts Draft Court
Charlotte, NC 28278

ADDITIONAL INTEREST

PROPERTY

Limits of Insurance for
Buildings

*Actual Cash Value - Buildings Option (Y/N)

*Automatic Increase - Business Personal Property Limit (%)

Business Personal Property

PREM NO. 1	BLDG. NO.	PREM NO. 2	BLDG. NO.	PREM 1
\$	N/A	\$	N/A	\$ N/A
	4 %		%	
\$ 7,114		\$		\$

Deductible \$ 250

Minimum Earned Premium \$ 64

Additional/Optional Coverages - Applicable only if an "X"
is shown in the boxes below:

Limits of Insurance

- Money and Securities (Special Form only) \$ Inside the Premise
 \$ Outside the Premise
- Jewelry and Watch Increased Theft Coverage
- Other (specify) Additional Insured

LIABILITY AND MEDICAL PAYMENTS

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual
Please refer to Section II - Liability in the Businessowners Coverage Form and any attached endorsements.

	Limits of Insurance	
Liability and Medical Expenses	\$ 1,000,000	per occurrence
Medical Expenses	\$ 5,000	per person
Damage to Premises Rented to You	\$ 50,000	any one premises
Other Than Products/Completed Operations Aggregate	\$ 2,000,000	
Products/Completed Operations Aggregate	\$ 2,000,000	

FORMS AND ENDORSEMENTS

 Forms and Endorsements made part of this policy at time of issue:

Please see reverse side.

PREMIUM

Policy	Florida	Florida	Total
Premium \$ 258.00	HCF Surcharge \$ 0.00	CPIC Surcharge \$ 0.00	Annual Premium \$2

*Coverage for Certified Acts of Terrorism (Fire Only) is Included

Countersigned

By

Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON POLICY CONDITIONS AND F
AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THERE OF. COMPLETE THE ABOVE NUMBERED P
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