

Amendment No. 2
to
Contract for PADD19200033 and State of Idaho

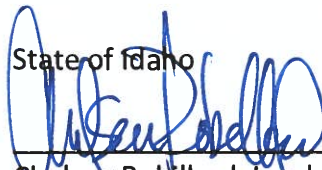
Parties: State of Idaho

By and Through the Division of Purchasing
and
eScribers "Contractor"

- A. The Parties entered into a Contract for Purchase of ("Contract"), effective
Contract Start Date July 26, 2018.
- B. Original Contract: July 26, 2018 - May 21, 2019 \$250,000
- C. Extend contract and add funds.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

- 1. Extending contract to May 21, 2020.
- 2. \$250,000.00
- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 4. This Amendment is effective on 5/22/2019 12:00 AM or upon the date of the last signature. In no event will this Amendment be effective until executed by DOP.

State of Idaho

Chelsea Robillard, Lead Purchasing Officer
State of Idaho, Division of Purchasing

eScribers

(See attached signed Master Agreement Amendment)

Date: _____

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 170007304
2. IRIS or DGS Solicitation Number (if used)
3. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>2</u>
4. Agency Unit and Appropriation Code NA
5. IRIS GAE Number (if used) NA
6. Amendment No. One

This agreement is between the State of Alaska,

7. Department of Administration	hereafter the State, and
8. Contractor eScribers	hereafter the Contractor
Mailing Address 7227 N 16 th St. Suite 207	Street or P.O. Box City Phoenix
State AZ	ZIP Code 85020
9. Original period of performance FROM: May 22, 2017 TO: May 21, 2019	10. Amended period of performance FROM: May 22, 2017 TO: May 21, 2020
11. Previous amount of contract to date: See Appendix C	12. Amount of this amendment: NA
13. This amended contract shall not exceed a total of <u>NA</u>	

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. (Use reverse for continuation of amended provisions if necessary.)

This amendment serves to exercise one of three one-year renewal options.

This amendment serves to amend appendix C to add additional language.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$

The period of performance under this contract is increased/decreased by One Year

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR		17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm eScribers			
Signature of Authorized Representative 	Date 4/30/19		
Typed or Printed Name of Authorized Representative Aryeh Bak			
Title CEO		Signature of Head Contracting Agency or Designee  Date 4/30/19	
16. CONTRACTING AGENCY			
Department/Division NA			
Signature of Project Director	Date		
Typed or Printed Name of Project Director			
Title Contracting Officer			
Title			

14. Continuation of amended provisions.

AMENDMENT TO PROFESSIONAL SERVICE CONTRACT FOR
ENTRY DEFINITIONS

1. Agency assigned contract number for tracking, reference, and billing.
2. Department of Administration (DOA) number assigned by the Division of General Services (DGS) (if formal solicitation is conducted).
3. Optional renewal? Yes or no. Years remaining not including this renewal.
4. Financial coding assigned by the agency for billing purposes.
5. Encumbrance number assigned to this contract by the agency.
6. Amendment number. How many to date for this contract including this one?
7. Department.
8. Contractor's name and address.
9. Original period of performance, including previous amendments.
10. Amended period of performance of this document.
11. Total date **not** including this amendment.
12. Amount of this amendment.
13. **New** total not to exceed including this amendment.
14. This section must contain all material changes from the contract such as the new total not to exceed amount and the new period of performance. If no change is being made, write "same." This section also requests the number of years, months and days this contract is either increased or decreased by.
16. Contractor's name, signature, and address.
17. Your division project director's name and signature.

Appendix C

Work performed shall be billed at or below services rates proposed by the contractor as shown on the following page. Payments shall be made in accordance with Attachment A, 12 of the RFP 1700007304.

Amendment to appendix C:

Legal transcription costs: Contractors will be allowed to increase their pricing for legal transcriptions above the contracted ceiling price, when necessary, to match mandatory pricing set out in participating State's statute.



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	PADD19200033	Aryeh Bak eScribers 7227 N 16th Street Suite 207 Phoenix, AZ 85020 Phone: 973-406-2250 Fax: 973-954-5619 Email: abak@escribers.net
Account Number:	AC-1	
Revision Number:	01	
Change Order Date:	July 26, 2018	
Service Start Date:	July 26, 2018	
Service End Date:	May 21, 2019	Buyer Contact Chelsea Robillard Tel:208-332-1607 Fax:208-327-7320 chelsea.robillard@adm.idaho.gov
Payment Method:	Invoice	
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	ChangeLog.htm :Purchase Order Change	

Contract Number:

Bill To Address	Ship To Address
DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720 Phone: 208-332-1600 Fax: 208-327-7320 Email: purchasing@adm.idaho.gov Mail Stop: DOP Program Manager	DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720 Phone: 208-332-1600 Fax: 208-327-7320 Email: purchasing@adm.idaho.gov Mail Stop: DOP Program Manager

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Transcription Services pursuant to NASPO ValuePoint Master Price Agreement (170007304 administered by the State of Alaska). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: Transcription Services

Contract Usage Type: Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Robillard

Phone Number: 208-332-1607

Fax Number: 208-327-7320

E-Mail: chelsea.robillard@adm.idaho.gov

Contractor's Primary Contacts

Contact: Janet Harris

Phone Number: 800-257-0885 ext.150

Fax Number: 866-954-9068

E-Mail: naspo@escribers.net

Website: <http://escribers.net/naspo/>


CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Original Contract 07/26/2018 - 05/21/2019 \$249,993.00

Change Order 1: Administrative Change to include PADD number is attached PADD document.

TOTAL Contract: \$249,993.00

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	EA	0.01	\$0.01
Item Description	#1 Transcription Services: General, Legal and Medical. 				
Delivery Date:	July 27, 2018				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					
Sub-Total (USD)					\$0.01
Estimated Tax (USD)					\$0.00
TOTAL: (USD)					\$0.01

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Chelsea Robillard

TRANSCRIPTION SERVICES
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: eScribers
Participating Entity: **STATE OF IDAHO**

The following products or services are included in this contract portfolio:

- General, Legal and Medical Transcription Services

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum ("PADD") covers the *Transcription Services* located in the State of Idaho (the "State"). All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (referred to as "Purchasing Entities" within this PADD) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") (hereinafter "ValuePoint") Contract (Master Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Individual Customer: Each ordering agency ("Purchasing Entity") that places an order under this PADD will be treated as if it is an individual customer. Except to the extent modified by this PADD, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PADD; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.
Additionally, the Division of Purchasing is entering into this PADD for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies' legal counsel prior to agreeing to the terms of any end user license agreements.
4. Term: The term of this PADD will be effective upon execution by the parties and continue through **May 21, 2019**, unless extended, renewed or terminated earlier.

TRANSCRIPTION SERVICES

Led by the State of **Alaska**

5. Participating State Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").
- a. Parties. The parties to this PADD are eScribers ("Contractor") and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PADD (Purchasing Entities).
 - b. Reporting. The Contractor shall provide:
 - i. Any reports specifically required by the Master Agreement to be reported to Participating States.
 - ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.
 - c. Idaho Administrative Fee and Quarterly Usage Report. A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Alaska Master Agreement #170007304).

State of Idaho Reporting Time Line:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

Report of Contract Purchases:

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total

TRANSCRIPTION SERVICES
Led by the State of Alaska

dollar amount (as well as any other data elements required by the State of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PADD number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. Restrictions. Purchases under this PADD are restricted to purchases of transcription services offered by the Contractor and are listed on the Master Agreement Pricing Sheet provided to and accepted by the State of Idaho. The Master Agreement Pricing Sheet may be changed during the term of the PADD via mutual, written agreement between the parties as part of an amendment to this PADD.
- e. Governing Law. The State of Idaho's PADD and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PADD. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- f. Assignment. Contractor shall not assign this PADD, or its rights, obligations, or any other interest arising from this PADD, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PADD, at the option of the State. All rights of action, however, for any breach of the PADD are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

TRANSCRIPTION SERVICES

Led by the State of **Alaska**

- g. **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PADD.
- h. **Priority of Documents.** This PADD consists of and precedence is established by the order of the following documents:
1. This PADD19200033; and
 2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contract differ from the terms in this PADD, the terms and conditions of this PADD shall apply.

- i. **Price Agreement Numbers.** All purchase orders issued by Purchasing Entities within the jurisdiction of this PADD shall include the following price agreement number:

Lead State Master Agreement # 170007304 and PADD19200033

- j. **Terms and Conditions in the Master that Do Not Apply to this PADD.** Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PADD:
1. Waive the sovereign immunity of the State of Idaho;
 2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
 3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the State of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
 4. Impose a payment obligation, including a rate of interest for late payments, less favorable

TRANSCRIPTION SERVICES
Led by the State of Alaska

than the obligations set forth in Section 67-2302, Idaho Code; or,

5. Require the state of Idaho, its agencies, or political subdivisions of the State of Idaho to accept arbitration or to waive right to a jury trial.
 6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
 7. Hold employees or officers of the State of Idaho and of political subdivisions of the State of Idaho personally liable.
- k. Product Additions and Deletions. Over the term of the PADD, product needs or volumes may change and products may be added to or deleted from the Master Agreement Pricing Sheet by an amendment(s) to the PADD. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.
6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Janet Harris
Address:	7227 North 16 th Street, Suite 207, Phoenix, AZ 85020
Telephone:	800-257-0885 x 150
Fax:	866-954-9068
Email:	naspo@escribers.net

Participating Entity

Name:	Chelsea Robillard
Address:	650 W State Street, Room B-15
Telephone:	208-332-1607
Fax:	208-327-7320
Email:	Chelsea.Robillard@adm.idaho.gov

7. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PADD or with State law.

TRANSCRIPTION SERVICES
Led by the State of **Alaska**

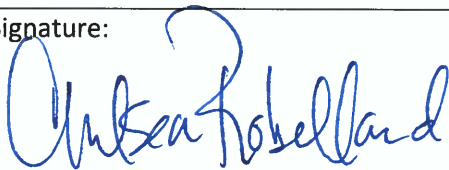

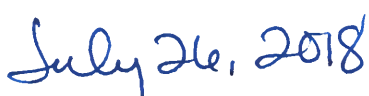
8. Orders: Any Order placed by a Purchasing Entity for a Product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
9. Records Maintenance: The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.
10. Entire Agreement: This PADD and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PADD and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PADD or the Master Agreement or their exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PADD and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

NASPO ValuePoint
PARTICIPATING ADDENDUM

TRANSCRIPTION SERVICES
Led by the State of Alaska



IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: eScribers LLC
Signature: 	Signature: 
Name: Chelsea Robillard	Name: Janet Harris
Title: Purchasing Officer	Title: Vice President, Corporate Development
Date: 	Date: April 3, 2018

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***



State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Name: Transcription_eScribers_CR
Purchase Order Number: PADD19200033
Contract Number:
Purchase Order Date: July 26, 2018
Service Start Date: July 26, 2018
Service End Date: May 21, 2019
Submitted By: Chelsea Robillard

Supplier

Aryeh Bak
eScribers
7227 N 16th Street
Suite 207
Phoenix, AZ 85020
Phone: 973-406-2250

Fax: 973-954-5619

Email: abak@escribers.net

Shipping Details

Delivery Date: July 27, 2018
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination

Buyer Contact

Chelsea Robillard
Tel:208-332-1607
Fax:208-327-7320
chelsea.robillard@adm.idaho.gov

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
304 N 8th Street Rm 403
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
304 N 8th Street Rm 403
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov

Mail Stop: DOP Program Manager**Payment Details****Payment Method:** Invoice**Payment Terms:** NET30**Mail Stop:** DOP Program Manager**Item Type Details****Item Type:****Item Type Supplemental Data:****Additional Information****Instructions****NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**


This Contract is for Transcription Services pursuant to NASPO ValuePoint Master Price Agreement (170007304 administered by the State of Alaska). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: Transcription Services**Contract Usage Type:** Mandatory Use**Public Agency Clause:** Yes**Contract Administration:** Chelsea Robillard**Phone Number:** 208-332-1607**Fax Number:** 208-327-7320**E-Mail:** chelsea.robillard@adm.idaho.gov**Contractor's Primary Contacts****Contact:** Janet Harris**Phone Number:** 800-257-0885 ext.150**Fax Number:** 866-954-9068**E-Mail:** naspo@escribers.net**Website:** <http://escribers.net/naspo/>

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

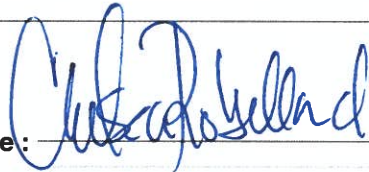
Original Contract 07/26/2018 - 05/21/2019 \$249,993.00

TOTAL Contract: \$249,993.00

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	EA		#1 Transcription Services: General, Legal and Medical. 	96172	250,000.00	\$0.00	\$250,000.00

Special Instructions:
Internal Comments:

TOTAL: (USD) \$250,000.00

Signature: 
Signed By : Chelsea Robillard

TRANSCRIPTION SERVICES
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: eScribers
Participating Entity: **STATE OF IDAHO**

The following products or services are included in this contract portfolio:

- General, Legal and Medical Transcription Services

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum ("PADD") covers the *Transcription Services* located in the State of Idaho (the "State"). All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (referred to as "Purchasing Entities" within this PADD) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") (hereinafter "ValuePoint") Contract (Master Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Individual Customer: Each ordering agency ("Purchasing Entity") that places an order under this PADD will be treated as if it is an individual customer. Except to the extent modified by this PADD, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PADD; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.
Additionally, the Division of Purchasing is entering into this PADD for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies' legal counsel prior to agreeing to the terms of any end user license agreements.
4. Term: The term of this PADD will be effective upon execution by the parties and continue through **May 21, 2019**, unless extended, renewed or terminated earlier.

TRANSCRIPTION SERVICES

Led by the State of Alaska

5. Participating State Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").
- a. Parties. The parties to this PADD are eScribers ("Contractor") and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PADD (Purchasing Entities).
 - b. Reporting. The Contractor shall provide:
 - i. Any reports specifically required by the Master Agreement to be reported to Participating States.
 - ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.
 - c. Idaho Administrative Fee and Quarterly Usage Report. A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Alaska Master Agreement #170007304).

State of Idaho Reporting Time Line:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

Report of Contract Purchases:

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total

TRANSCRIPTION SERVICES
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dollar amount (as well as any other data elements required by the State of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PADD number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. Restrictions. Purchases under this PADD are restricted to purchases of transcription services offered by the Contractor and are listed on the Master Agreement Pricing Sheet provided to and accepted by the State of Idaho. The Master Agreement Pricing Sheet may be changed during the term of the PADD via mutual, written agreement between the parties as part of an amendment to this PADD.
- e. Governing Law. The State of Idaho's PADD and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PADD. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- f. Assignment. Contractor shall not assign this PADD, or its rights, obligations, or any other interest arising from this PADD, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PADD, at the option of the State. All rights of action, however, for any breach of the PADD are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

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- g. Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PADD.
- h. **Priority of Documents**. This PADD consists of and precedence is established by the order of the following documents:
1. This PADDxxx; and
 2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contract differ from the terms in this PADD, the terms and conditions of this PADD shall apply.

- i. Price Agreement Numbers. All purchase orders issued by Purchasing Entities within the jurisdiction of this PADD shall include the following price agreement number:

Lead State Master Agreement # 170007304 and PADDxxx

- j. Terms and Conditions in the Master that Do Not Apply to this PADD. Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PADD:
1. Waive the sovereign immunity of the State of Idaho;
 2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
 3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the State of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
 4. Impose a payment obligation, including a rate of interest for late payments, less favorable

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than the obligations set forth in Section 67-2302, Idaho Code; or,

5. Require the state of Idaho, its agencies, or political subdivisions of the State of Idaho to accept arbitration or to waive right to a jury trial.
 6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
 7. Hold employees or officers of the State of Idaho and of political subdivisions of the State of Idaho personally liable.
- k. Product Additions and Deletions. Over the term of the PADD, product needs or volumes may change and products may be added to or deleted from the Master Agreement Pricing Sheet by an amendment(s) to the PADD. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.
6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Janet Harris
Address:	7227 North 16 th Street, Suite 207, Phoenix, AZ 85020
Telephone:	800-257-0885 x 150
Fax:	866-954-9068
Email:	naspo@escribers.net

Participating Entity

Name:	Chelsea Robillard
Address:	650 W State Street, Room B-15
Telephone:	208-332-1607
Fax:	208-327-7320
Email:	Chelsea.Robillard@adm.idaho.gov

7. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PADD or with State law.

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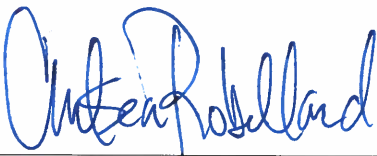


8. Orders: Any Order placed by a Purchasing Entity for a Product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
9. Records Maintenance: The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.
10. Entire Agreement: This PADD and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PADD and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PADD or the Master Agreement or their exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PADD and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

NASPO ValuePoint
PARTICIPATING ADDENDUM

TRANSCRIPTION SERVICES
Led by the State of Alaska



IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: eScribers LLC
Signature: 	Signature: 
Name: Chelsea Robillard	Name: Janet Harris
Title: Purchasing Officer	Title: Vice President, Corporate Development
Date: 	Date: April 3, 2018

For questions on executing a participating addendum, please contact:

NASPO ValuePoint


Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]***

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 170007304	2. Contract Title Transcription Services	3. Agency Fund Code N/A	4. Agency Appropriation Code N/A
5. Vendor Number ESC14364	6. IRIS GAE Number (if used) N/A	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Administration	Division General Services	hereafter the State, and	
9. Contractor eScribers hereafter the contractor			
Mailing Address 7227 N. 16th Street suite 207	Street or P.O. Box	City Phoenix	State AZ ZIP+4 85020
10.			
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract will be for two years, with three one-year renewals. The first term begins on 05/22/17 and ends on 05/21/19</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 Consideration of the contractor's performance under this contract, shall be in accordance with the provisions of Appendix C.</p> <p>4.2 When billing, the contractor shall refer to appendix C for instructions.</p>			

11. CONTRACTOR		13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm eScribers			
Signature of Authorized Representative 	Date 5/21/17		
Typed or Printed Name of Authorized Representative Angeh Bob			
Title CEO			
12. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Department of Administration, Division of General Services	Date	Date 05/22/17	
Signature of Project Director N/A		Typed or Printed Name Linda Polk	
Typed or Printed Name of Project Director		Title Contracting Manager	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability; sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this

contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Appendix B

The terms and conditions of this contract, including the scope of work/services, are contained in the following documents, incorporated by reference:

- **Appendix E: RFP #170007304, Transcription Services, as amended, issued by the Division of General Services, in conjunction with NASPO ValuePoint.**
- **Appendix F: Proposal Submitted by eScribers in response to RFP #170007304.**

Appendix C

Work performed shall be billed at or below services rates proposed by the contractor as shown on the following page.

Payments shall be made in accordance with Attachment A, 12 of the RFP 170007304.

OFFEROR NAME: eScribers

Please provide cost for General, Legal, Medical, and Additional Transcription. Price is based on a standard line of 65 characters including space.

Prices provided will be for state (s) vendor is awarded a master agreement

It is required that vendors bid in column labeled "<1-Day" a not to exceed price for the most urgent service need. Services that are not urgent, but are less than a day cannot exceed the urgent price quoted.

Vendor will place pricing in yellow highlighted cells:

Service Type	Standard line (65 characters including space)										
	Line Count	<1-day	1-day	2-days	3-day	4-day	5-day	6-days or <			
General Transcription	550	\$ 0.15	\$ 82.50	\$ 0.13	\$ 71.50	\$ 0.12	\$ 66.00	\$ 0.12	\$ 66.00	\$ 0.11	\$ 60.50
	550	\$ 0.15	\$ 82.50	\$ 0.14	\$ 77.00	\$ 0.13	\$ 71.50	\$ 0.12	\$ 66.00	\$ 0.11	\$ 60.50
	550	\$ 0.16	\$ 88.00	\$ 0.15	\$ 82.50	\$ 0.13	\$ 71.50	\$ 0.13	\$ 71.50	\$ 0.13	\$ 71.50
	Total		\$ 253.00		\$ 231.00		\$ 209.00		\$ 203.50		\$ 192.50

Additional Transcription Service Charges									
Line Count	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or <		
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04
550	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04	\$ 22.00	\$ 0.04

Cost listed in Optional Transcription Services will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

Optional Transcription Services	Line Count	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or <
Braille printing	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hard media conversion fee (cost to digitize physical media)	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Condensed Transcript	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Word Index	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Document scanning (e.g. for exhibits) - B&W	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Document scanning (e.g. for exhibits) - color	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hard copy transcript delivery (paper copy)	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
pdf file	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD or DVD of transcript	550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Charges that do not lend themselves to per-line costs

Hard media conversion fee (cost to digitize physical media)	\$25 per unit of physical media
Condensed Transcript	\$25 fee
Word Index	same per-line rates of transcript (see above table)
Document scanning (e.g. for exhibits) - B&W	\$0.75/page
Document scanning (e.g. for exhibits) - color	\$1.00/page
Hard copy transcript delivery (paper copy)	\$0.25/page
pdf file	\$25 fee
CD or DVD of transcript	\$10 fee per transcript



EXECUTIVE SUMMARY

Enclosed is our response to the NASPO ValuePoint Request for Proposals for Transcription Services (Alaska Solicitation Number 170007304). **There are no requirements of the RFP with which we cannot comply.**

eScribers provides legal, general and medical transcription services in over seventy state and federal judiciaries and government agencies. We current produce in excess of 200,000 transcript pages per month.

Please note that:

- Our response follows the format outlines in Section 2.13 of the RFP document.
- We are responding to and are available to participate on a contract with every U.S. State or territory. There is no geographical limitation within the United States for our services.
- We have a valid Tax ID number: 20-365-6767
- We meet all of the Mandatory Minimum Administrative Proposal Requirements as outlined in Section 4.1 of the RFP document. Specifically:
 - We have been in business for a more than three years (we have been in the business of providing transcription services, uninterrupted, since 2005), and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology, legal and general on a state, regional or nationwide bases.
 - We are providing a single point of contact who will be the primary person the Lead State may contact in regards to the resulting Master Agreement and the single point of contact for any participating entities wishing to sign a participating addendum. I will be that point of contact:
Aryeh Bak, CEO
(800) 257-0885 x201
abak@escribers.net
 - We agree to provide full service support for all regional areas awarded during normal business hours (working days, 8:00 a.m. – 5:00 p.m.)
 - We are currently in possession of a valid Alaska Business License (license # 1007944), a copy of which is appended to our submission.
- All of the remaining requirements of the RFP are addressed more completely in our Technical Response.
- Our Cost Proposal is included separately, as required by the RFP document. All prices and rates are guaranteed for the initial term of the master agreement.

address | 7227 11th St, Suite 207, Anchorage, AK 99504
NYC Office | 120 W 12th St, Suite 207, New York, NY 10001
phone | (771) 406-2293
fax | (771) 951-5614
website | www.escribers.net
email | info@escribers.net



- We are in receipt of, and fully accept, all of the amendments issued to this RFP.

We hope that this submission will meet your approval.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Aryeh Bak". The signature is fluid and cursive, with the first name "Aryeh" and the last name "Bak" clearly distinguishable.

Aryeh Bak, CEO

address | 7027 N. 10th St, Suite 007, Phoenix, AZ 85020
NY Office | 700 W. Broadway, Suite 007, New York, NY 10038
phone | (602) 436-0711
fax | (602) 751-1012
website | www.escribers.net
e-mail | info@escribers.net

**Response to
NASPO ValuePoint Request for Proposals
Master Agreement for Transcription Services
Alaska Solicitation Number 170007304**

TECHNICAL RESPONSE

eScribers, LLC
7227 N. 16th Street
Suite 207
Phoenix, AZ 85020
www.escribers.net
(800) 257-0885
Bid Opening Date: March 23, 2017

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TECHNICAL RESPONSE

A. Narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements.

Our assessment of the work to be performed is to provide all transcription services for medical, legal and general records to convert speech; either live or recorded, into written or electronic text document for all Participating States. We understand that the master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

We currently provide the services requested have the capacity to meet the customer needs. We work with more than seventy State and Federal jurisdictions and currently produce more than fifty million transcript lines per year.

Our approach is to work with the contract holders directly to develop a custom-built approach to servicing their needs. This often includes some or all of:

- A custom-built online transcript order form
- A custom-built online transcript repository
- Automated monthly or quarterly reports
- A custom-built transcript templates to ensure 100% compliance with format requirements
- Joint agreement on invoicing and payment terms
- Joint agreement on technical and format matters related to the transcript Public-facing repository if/when desired, allowing private parties to order transcripts

We will supply our services in all of the 50 states, the District of Columbia and the territories of the United States to all state governments, (including departments, agencies, institutions), Institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities etc.), the District of Columbia, territories of the United States, and other eligible entities.

We have a robust team of more than forty statutory (W-2) employees and two hundred and fifty U.S.-based independent contractor transcribers and proofreaders. Through our experience we have perfected the process of onboarding large clients and delivering the precise services that they need.

B. Specific point-by-point response, in the order listed, to each requirement in the solicitation and scope of work.

4.1 Mandatory Minimum Administrative Proposal Requirements

We meet all of the Mandatory Minimum Administrative Proposal Requirements as outlined in Section 4.1 of the RFP document. Specifically:

- We have been in business for more than three years (we have been in the business of providing transcription services, uninterrupted, since 2005), and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology, legal and general on a state, regional or nationwide basis.
- We are providing a single point of contact who will be the primary person the Lead State may contact in regards to the resulting Master Agreement and the single point of contact for any participating entities wishing to sign a participating addendum. Our point of contact:
Aryeh Bak, CEO
(800) 257-0885 x201
abak@escribers.net
- We agree to provide full service support for all regional areas awarded during normal business hours (working days, 8:00 a.m. – 5:00 p.m.)
- We are currently in possession of a valid Alaska Business License (license # 1007944), a copy of which is appended to our submission.

Per the Amendment 2 clarification regarding Section 1.4, eScribers has more than forty statutory (W-2) employees as well as a large team of U.S.-based independent contractors (1099s). In the Confidential, Protected or Proprietary Information section of our response we have listed the names of the independent contractors we anticipate working with for work emanating from a Master Agreement pursuant to this RFP. We have included the items requested in Amendment 1, specifically:

- Complete name of the subcontractor
- Complete address of the subcontractor
- Type of work the subcontractor will be providing
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and that all services rendered will be completed in the United States.
- We will provide the estimated percentage of work that subcontractors will be providing upon state's request, per Amendment 1, Section 4.1.

Subcontractor Assessment

i) the process used to assess the Subcontractor's ability to perform their scope of work

Prior to contracting with an independent contractor/subcontractor, eScribers interviews every applicant and conducts a reference check. Then the applicant must take and pass a grammar test and a transcription test. We only contract with those demonstrating excellence in both of the tests and who receive a good reference.

For those who are not yet ready, but are interested in developing their skills further, we invite them to take a 40-hour transcription course through Transcriber Training Academy to help them learn the nuances quickly.

All ICs/subcontractors are then monitored through a proofreading process until such a time that they demonstrate an ability to perform their scope of work reliably. Contracts are discontinued if a subcontractor is unable to demonstrate this.

ii) the current and/or past work experience the Bidder has with the Subcontractor and any projects the Bidder and the Subcontractor have teamed together on in the past

Our internal references for these independent contractors includes the number of lines that each has transcribed for us over the past three years. As is seen clearly, our relationships with these independent contractors is extensive.

iii) any teaming, co-development and integration (or similar) types of agreements with the Subcontractor, including the term thereof

Each independent contractor signs our Contractor Agreement detailing the terms of our relationship. Through our proprietary transcript management platform we have independent contractors often taking parts of a project and working collaboratively with a larger team to complete a particularly large/short-timeframe assignment.

4.2.1 Insurance

We understand and acknowledge the insurance requirements as specified in Section 20 of the RFP document. Our existing insurance coverage already meets or exceeds the minimum requirements of the RFP. We understand our obligation to provide the Lead State with a written endorsement to our General Liability policy that (1) names the Participating States identified in the solicitation as additional insureds, (2) provides that a written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any participating state as secondary and noncontributory. We also will furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Finally, we will comply with all of the requirements of Section 20 of the RFP document.

4.2.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

We agree to pay a NASPO ValuePoint administrative fee as specified in Section 5 of the NASPO ValuePoint Master Agreement terms and conditions, Attachment A.

We acknowledge that there are specific summary and detailed usage reporting requirements prescribed by Section 6 of NASPO ValuePoint Master Agreement terms and conditions, Attachment A.

The person responsible for providing the mandatory usage reports is Jason Barrow, Controller (jason.barrow@escribers.net; (800) 257-0885 x137).

4.2.3 NASPO ValuePoint eMarket Center

We agree to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punch-out site.

4.3 Lead State Terms and Conditions

We have read and understand all of the requirements shown in the Lead State terms and conditions.

4.4 Participating State Terms and Conditions

We understand that we may be required to negotiate additional participating state terms and conditions when executing a participating addendum.

4.5.1 Experience and Capabilities

Offeror Profile

- a. Company's full legal name: eScribers, LLC
- b. Primary Business Address: 7227 N. 16th Street, Suite 207
Phoenix, AZ 85020
- c. Ownership Structure: We are a privately-held Limited Liability Company (Partnership) owned by four individuals all of whom are connected with eScribers.
- d. Resume of Key Personnel: See following page.
- e. Number of Employees: We have 44 statutory employees (26 full-time employees and 18 part-time employees) and more than 200 U.S.-based independent contractors who provide transcription and proofreading services to eScribers.
- f. Website: www.escribers.net
- g. Sales Contact Information: sales@escribers.net
- h. Client Retention Rate: The vast majority of our work is contract-based. We currently have contracts with more than seventy federal and state agencies and court systems. In our company's history (we are in business since 2005) we have never once lost a contract due to failure to perform or for client dissatisfaction.
- i. Company history: eScribers was incorporated in 2005 and has offices in Phoenix, Arizona and New York City. We produce more than 5,000,000 transcript lines each month for more than seventy jurisdictions nationally comprised of State and Federal Courts and government agencies. The only transcription vendor in the U.S. with an exclusive state-wide contract for court transcription services (we have such an agreement in place with three states), eScribers is a nationally-recognized industry leader in the preparation of court and legal transcripts. In 2015, eScribers acquired Phoenix, Arizona-based AVTranz. AVTranz' presence in the Western part of the United States - holding contracts in California, Colorado, Washington, Nevada and Arizona among others - helped eScribers achieve national coverage and heightened prominence.
- j. Growth: Over the past three years we have grown by 900% (an annual growth rate of 117%).
- k. States to service: We are prepared to service all states that utilize this contract.

Resumes (4.5.1.d)

Aryeh Bak

Chief Executive Officer

Aryeh Bak is the CEO of eScribers. Mr. Bak graduated with a bachelor's degree in mathematics from Yeshiva University in 1996. He obtained a Fellowship in the Society of Actuaries in 2002 and achieved his CET**D certification from the AAERT in 2010. He volunteers as a member of AAERT's Government Relations committee.

Janet Harris

Chief of Staff

Janet is Chief of Staff of eScribers. She has extensive experience in court and hearing room reporting, transcription and videography. Between 1990 and 2010, Janet owned a legal video and court reporting firm serving Wisconsin. She was active in trade associations and legislative efforts to allow increased use of electronic recording methods in courts, hearing rooms and depositions. In 1992, Janet co-founded the American Association of Electronic Reporters and Transcribers (AAERT). She is AAERT certified as a CER (Certified Electronic Reporter), CET (Certified Electronic Transcriber), and certified through the American Guild of Court Videographers as a C CVS (Certified Court Video Specialist). Janet graduated with a bachelor's degree in computer science from Smith College in 2013.

Jason Gottlieb

Director of Operations

Jason Gottlieb is eScribers' Director of Operations. Jason graduated Yeshiva University in 1995, and received a J.D. from Benjamin N Cardozo School of Law in 1998. Jason has been working for eScribers since October, 2006 and has been in his current position since June, 2008. Jason is a notary and has also worked as an electronic court reporter.

Daniel Morris

Chief Technology Officer

Daniel Morris is the CTO of eScribers. Daniel is responsible for keeping the companies' internal IT infrastructure running smoothly. He is also the webmaster for the companies' external websites as well. Daniel's IT experience dates back nearly 30 years to the early days of the Internet. Daniel has a BSc in Computation and Electrical Engineering and Electronics from The University of Manchester Institute of Science and Technology (UMIST).

Jason Barrow, MAFM

Controller

Jason recently received a Master of Accounting and Financial Management Degree from Keller Graduate School in Phoenix, Arizona. His accounting background spans over 15 years as a Controller, Auditor and Materials Manager in a broad range of industries. He is currently a member of the Association of Certified Fraud Examiners, Arizona Chapter and American

Institute of Certified Public Accountants. Mr. Barrow is planning on sitting for his CFE and CPA certifications.

Mr. Barrow has implemented internal controls, streamlined the vendor and contractor process and is responsible for all internal/external reporting.

Lisa Dees

Business Development

Lisa Dees joined eScribers in 2015. Lisa holds an A.A. in Court Reporting as well as several computer and networking certificates. Her work history includes 9 years with the Ninth Judicial Circuit Court in Orlando, FL where she provided reporting and transcription services, management and ending her time there as their onsite technical and application expert for all of their court reporting users and services.

Lisa's background within the reporting industry includes 7 years as a product development manager developing court reporting software, and as the COO of Veri-Core, LLC. Her in depth understanding of the technical aspect of the reporter's requirement brings an important element and balance to our team.

Ms. Dees is responsible for business development and growth in addition to providing daily support and management to our reporting contracts. She continues to work on innovative and creative solutions to streamline our processes.

Customer Service

a. What are your hours of operation and when are key account people available to the Participating States?

Our current hours of operation are from 8:00 AM until 6:00 PM during working days for all time zones in which we operate. We have a receptionist service that is available after hours and which can handle urgent incoming phone calls. All managers have smartphones and 24/7 access to phone and email for emergency situations.

b. Describe how problem identification and resolution will be handled.

We have a team of Customer Service Representatives (each of whom has worked for the company for more than three years) who are well-equipped at handling customer questions and concerns. Our references which are based on broad contracts require us to sell transcripts to the greater public will attest to the high level of customer satisfaction we have attained. We find when costs are stated clearly and up-front and the product is delivered on-time or ahead of schedule and to a high degree of quality there are no "problems" since the customer's needs are met every time.

c. Describe the system you will use to manage multiple accounts.

We have a robust FedRAMP-compliant transcript management system that handles our current client work load. We have more than ten thousand clients in our system and two thousand projects in our queue at any one time. Our proprietary transcript management tool helps us to monitor all of these projects in real-time and track for on-time delivery. Our system was built to scale and can handle significant growth from our current levels - more than 50 million transcript lines per year.

d. What are your policy and procedures for responding to customer complaints and service issues?

Our toll-free number is answered 24 hours a day, 7 days a week, 365 days a year by a receptionist who can direct any emergencies to senior management, if necessary.

Customer service representatives (CSR) are available during normal business hours for each jurisdiction to address customer concerns. Management personnel are available if the CSR needs to escalate to a higher level. Detailed notes are recorded in the management notes section of the job to ensure an accurate history of the problem and resolution.

Service issues: The eScribers online transcript management platform, is monitored 24/7/365 for potential problems. The platform is designed specifically to alert operators of issues before they become critical. The system is constantly checked for uptime consistency and is designed to notify us in the event of any small hiccup in our service. We have a multiple load-balanced redundant application servers to maximize uptime and have an automatic database fail-over system such that in the event that a server fails a redundant backup server is automatically brought in to replace it while a new server comes online

e. How do you assess customer satisfaction?

We assess customer satisfaction by considering that:

** We have a large number of contracts for transcription services and have never once in our company's history have we had a contract terminated for cause.*

** Anecdotally, the contract administrators we work with have given us very high marks as can be seen from the References provided. We would be happy for you to reach out to them directly for a more in depth conversation about eScribers and the quality of our service.*

** We have never once been sued by a customer.*

f. What are your quality assurance measures and how are they handled in your organization?

Transcript accuracy is the highest priority of our quality assurance department. eScribers has a 10-point process to ensure the industry standard of 98 percent accuracy is upheld for each order. The following outlines the 10-point process:

1. AAERT-certified transcribers have achieved a designation that indicates a mastery of the manner in which audio is converted to a court-appropriate transcript and also indicates a dedication to the profession. eScribers is an active member of the organization and currently works with more than forty AAERT-certified transcribers to produce court transcripts. Our CEO, Aryeh Bak is AAERT-certified as is our Quality Control Manager, Dena Page and others on our management team.

2. Transcribers complete, as well, our own internal testing and review of our processes.

3. We have created and distribute our own proprietary "tips and tricks" manual.

4. Transcribers are required to review their own transcripts before submission to the proofreaders.

5. Proofreaders review transcripts.

6. Transcribers are assigned "buddy" transcribers who assist each other when questions arise and to offer a "fresh ear" in the case of imperfect audio.

7. Internal online "discussion group" allows for quick Q&A and exchange of ideas when a challenging issue arises.

8. Our proprietary template ensures format consistency for each court/client (see Appendix A).

9. A shared online document for each new case ensures consistent spelling of names, case-specific terms based on paperwork received and personal research done by the transcribers.

10. Transcribers must actively affirm (by clicking an 'I agree' button) that they have reviewed each of 12 items on our transcript-review checklist, including, for example, spelling of the Judge's name, date of the hearing on the title page, etc.

With respect to "inaudible" words, specifically, several additional people would listen to a seemingly inaudible word to determine what was said. If after all these people have listened the word is still indiscernible, our policy is to contact the Agency for additional guidance (provided that they would like to be contacted), before marking a word as 'inaudible'.

Proofreaders provide feedback to the Quality Assurance team regarding a contractor's work performance. The Quality Assurance team will contact the contractor and review any issues or concerns,

and continue to monitor for improvement. If improvement is not seen, the contractor is notified and the contractual relationship is suspended.

The Director of Operations and operations team track compliance with delivery deadlines on a daily basis. Contractors are required to upload partially-completed work to their online queues at the end of each work day. Managers review contractor performance with respect to deadlines daily and monitor capacity needs to meet customer orders. Our workflow system uses a color-coded system to flag jobs that are in various stages of production. With the ability to easily identify job status, managers are able efficiently manage progress and ensure timely delivery to our customers.

g. What measures do you take, if any, to ensure that you are not overloaded by a single large order?

The single best way to ensure that we are not overloaded by a single large order is to have a large enough team of sales, customer service, production, transcribers and proofreaders such that no one order can overwhelm the team. With more than 40 W-2 employees and 300 independent contractors we are of a size as a company that no one order can overwhelm us. There is enough "slack" in our capacity that we can handle a large unexpected order of virtually any size.

a. We custom-build online order forms for many of our clients nationwide. These order forms allow us to take the clients' needs into account and accommodate their specific requirements. Our order forms are all built in-house and are 100% owned and controlled by eScribers.

The following screen shot is a sample order form that was built for one particular client:

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b. We currently receive in excess of two hundred independent transcription assignments each day. These assignments come from a multitude of sources and clients spread across the United States. We receive orders via telephone, email, online order forms and direct audio uploads to our secure site. Our orders come in literally twenty-four hours a day, seven days a week, three hundred and sixty-five days a year. We have a robust Customer Service team standing by and always ready to assist clients with their orders. Since we have incorporated (2005) we have never had a single occurrence when due to system overload we were unable to accept a client's order.

c. We accept orders and audio in any and all formats. We have never been unable to work with a client's audio file. We also regularly receive and work with "hard media" including cassette tapes, video tapes, compact discs, DVDs, micro cassette tapes and many others.

4.5.2. Data Security and Confidentiality

a. What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII)?

We take a multi-faceted approach to protecting sensitive customer information.

- Transcribers are U.S. citizens and residents of the United States
- We require our users to have secure passwords
- We promptly remove unused user accounts
- We install security patches in all of our systems on a timely basis
- Our systems are protected by anti-virus software which is constantly being updated for maximum protection
- Everyone working for eScribers must sign off on our IT Security Guidelines which include the requirement to have active and up-to-date anti-virus protection on all computer systems.
- Once an assignment has been completed transcribers and proofreaders are required to securely delete all copies of the transcript and the audio from their local computer.
- We do not allow the emailing of unencrypted copies of transcripts under any circumstances.
- Our transcript management system utilizes HTTPS technology [TLS 1.2 128 bit]
- Users of our platform are required to login with a username and password
- Transcribers and proofreaders have access only to their own personal assignments and are unable to access audio or transcripts to which they are not assigned
- Our transcriber and proofreader engagement contract precludes them from revealing confidential information including any client information and/or the content of any audio that they are transcribing. Included in the agreement are the following clauses:

4. Confidential Information.

- (a) "Confidential Information" means technical and business information about the Company, its customers, clients and other third parties, as well as Company passwords, the content of matters transcribed, as well as information regarding the parties involved in such matters transcribed, in each case where such information is not readily available to the public, and is learned by you during the Services Period. Confidential Information includes, without limitation, any and all proprietary information, Inventions (as defined below), technology, products, services, customers, investors, product plans and designs, licenses and other agreements, marketing and business plans, and various other technical, financial, business and/or trade secret information of the Company, its customers, clients, investors, business partners, individuals transcribed, and other related third parties. It is acknowledged that such Confidential Information is specialized, unique in nature and of great value to the Company.
- (b) It is agreed that during the Services Period and at any point thereafter, you will not: (i) use any Confidential Information, however acquired, except as necessary within the scope of your relationship with the Company to provide the Services; (ii) duplicate or replicate, or cause or permit others to duplicate or replicate, any document or other material in any medium embodying any Confidential Information, except as necessary in connection with the provision of Services to the Company; or (iii) personally disclose, or permit the disclosure of, any Confidential Information, to any person or entity, without the prior written consent of the Company's Chief Executive Officer. It is acknowledged that the Company owns all right, title and interest in and to the Confidential Information, and that you acquire no right, title or interest in any Confidential Information.

- Assignments containing PII or other sensitive information are marked as CONFIDENTIAL in our system and treated accordingly.
- We comply with HIPAA (Health Insurance Portability and Accountability Act of 1996) and specifically the Privacy Rules located at 45 CFR Part 160 and Subparts A and E of Part 164.
- We redact personally identifiable information (PII) from our transcripts.

b. Describe your methods for handling and reporting security events.

We take all precautions to reduce the possibility of security events including:

- Requiring our users to have secure passwords
- Promptly removing unused user accounts
- We install security patches in all of our systems on a timely basis
- Our systems are protected by anti-virus software which is constantly being updated for maximum protection
- Everyone working for eScribers must sign off on our IT Security Guidelines which include the requirement to have active and up-to-date anti-virus protection on all computer systems.
- Once an assignment has been completed transcribers and proofreaders are required to securely delete all copies of the transcript and the audio from their local computer.
- We do not allow the emailing of unencrypted copies of transcripts under any circumstances.

In the unlikely event of a security event,

- We have real-time monitoring set up on all servers to alert us to the possibility of any unauthorized access
- This allows for prompt handling of security events
- We have a five-step response plan in the event of a security breach:

Step 1: Assemble a taskforce of the correct personnel to handle the response. Our CTO, Daniel Morris would be the lead respondent to any security event and would select the remaining members of the team based on the particular event.

Step 2: Containment of the problem

- Resetting passwords of affected accounts
- Disabling network access, if required, for computers known to be infected by viruses or other malware (so they can be quarantined)
- Blocking the accounts of users that may have been involved in wrongdoing
- Taking steps to recall or delete information such as recalling emails, asking unintended recipients to destroy copies or disabling links that have been mistakenly posted.

Step 3: Comprehensive assessment of the extent of the breach

Step 4: Notification of impacted parties

- Our strategy is one of proactive notification
- We would work with the agency client for whom parties were compromised and partner with them on a communication plan

Step 5: Learning from the incident

- While our policy is to take steps to avoid, if at all possible, a security breach, we would look upon such an incident as an opportunity to learn more about additional steps that could be taken to protect ourselves as well as our clients' sensitive information in the future.

c. What policies and procedures do you follow to maintain confidentiality of all transcription files.

Our transcriber and proofreader engagement contract precludes them from revealing confidential information including any client information and/or the content of any audio that they are transcribing. Included in the agreement are the following clauses:

4. Confidential Information.

- (a) "Confidential Information" means technical and business information about the Company, its customers, clients and other third parties, as well as Company passwords, the content of matters transcribed, as well as information regarding the parties involved in such matters transcribed, in each case where such information is not readily available to the public, and is learned by you during the Services Period. Confidential Information includes, without limitation, any and all proprietary information, inventions (as defined below), technology, products, services, customers, investors, product plans and designs, licenses and other agreements, marketing and business plans, and various other technical, financial, business and/or trade secret information of the Company, its customers, clients, investors, business partners, individuals transcribed, and other related third parties. It is acknowledged that such Confidential Information is specialized, unique in nature and of great value to the Company.
- (b) It is agreed that during the Services Period and at any point thereafter, you will not: (i) use any Confidential Information, however acquired, except as necessary within the scope of your relationship with the Company to provide the Services; (ii) duplicate or replicate, or cause or permit others to duplicate or replicate, any document or other material in any medium embodying any Confidential Information, except as necessary in connection with the provision of Services to the Company; or (iii) personally disclose, or permit the disclosure of, any Confidential Information, to any person or entity, without the prior written consent of the Company's Chief Executive Officer. It is acknowledged that the Company owns all right, title and interest in and to the Confidential Information, and that you acquire no right, title or interest in any Confidential Information.

Additionally,

- We require our users to have secure passwords
- We promptly remove unused user accounts
- We install security patches in all of our systems on a timely basis
- Our systems are protected by anti-virus software which is constantly being updated for maximum protection
- Everyone working for eScribers must sign off on our IT Security Guidelines which include the requirement to have active and up-to-date anti-virus protection on all computer systems.
- Once an assignment has been completed transcribers and proofreaders are required to securely delete all copies of the transcript and the audio from their local computer.
- We do not allow the emailing of unencrypted copies of transcripts under any circumstances.
- Our transcript management system utilizes HTTPS technology [TLS 1.2 128 bit]
- Users of our platform are required to login with a username and password
- Transcribers and proofreaders have access only to their own personal assignments and are unable to access audio or transcripts to which they are not assigned

4.5.3 References

We invite you to contact any of the following references with whom we have a significant and long-term working relationship as a vendor of transcription services.

Attachment D

CLIENT REFERENCE FORM

- A complete and separate Client Reference Form must be provided for each reference.
- Offeror must complete the first part of the Client Reference Form, filling in the information for Company (Offeror) Name, Company (Offeror) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Client) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Offeror's proposal.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted or the proposal may be rejected.

Client Reference Form

Offeror Information

Company Name (Offeror): eScribers LLC	Company (Offeror) Address: 7227 North 16 th Street, Suite 207 Phoenix, AZ 85020
Name of Project:	

Client Information

Organization Name (Client): Maine Judicial Branch	Organization Address: 1 Court Street Augusta, ME 04333
Person Providing the Reference: Rick Record	Title: Director of Court Operations
Phone Number: (207) 213-2855	Email address: rick.record@courts.maine.gov
Reference <u>Signature</u> & Date: <u>Rick Record</u> 3/9/17	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

Produce verbatim transcripts of court proceedings from audio or video recordings, and provide a customized online ordering web portal to process orders and secure transfer of media files.

2. Rate each of the following concerning this company's performance using the ratings below:

S – Strongly Agree/Very Positive
A – Agree/Positive
N – Neutral
D – Disagree/Negative
F – Failed

Rating

- S A. This company ensured the project deliverables were completed on time and within the agreed budget.
- S B. This company provided the appropriate resources to the project.
- S C. This company was knowledgeable in providing the services.
- S D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- S E. This company provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this company again.


Additional Comments: They all are a pleasure to work with and do great work!

Client Reference Form

Offeror Information

Company Name (Offeror): eScribers LLC	Company (Offeror) Address: 7227 North 16 th Street, Suite 207 Phoenix, AZ 85020
Name of Project:	

Client Information

Organization Name (Client): JUDICIAL BRANCH OF ARIZONA Maricopa County Superior Court	Organization Address: South Court Tower 175 West Madison Street, 12th Floor Phoenix, AZ 85003
Person Providing the Reference: Ken Crenshaw	Title: Electronic Record Services Manager
Phone Number: 602-506-3269	Email address: kcrensa@superiorcourt.maricopa.gov
Reference Signature & Date:  3/8/2017	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

Produce verbatim transcripts of court proceedings from audio or video recordings, and provide a customized online ordering web portal to process orders and secure transfer of media files.

2. Rate each of the following concerning this company's performance using the ratings below:

S – Strongly Agree/Very Positive
A – Agree/Positive
N – Neutral
D – Disagree/ Negative
F – Failed

Rating

- S A. This company ensured the project deliverables were completed on time and within the agreed budget.
- S B. This company provided the appropriate resources to the project.
- S C. This company was knowledgeable in providing the services.
- S D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- S E. This company provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this company again.

Additional Comments: Our Court has maintained a longstanding relationship with eScribers. We are consistently impressed with the quality of their work, their attention to detail and their commitment to customer service. I give them my highest recommendation.

Client Reference Form

Offeror Information

Company Name (Offeror): eScribers LLC	Company (Offeror) Address: 7227 North 16 th Street, Suite 207 Phoenix, AZ 85020
Name of Project: Transcription of State Court Proceedings	

Client Information

Organization Name (Client): Vermont Judiciary	Organization Address: Office of the Court Administrator 109 State Street Montpelier, VT 05609-0701
Person Providing the Reference: Theresa Scott	Title: Chief of Trial Court Operations
Phone Number: (802) 828-0576	Email address: theresa.scott@vermont.gov
Reference <u>Signature</u> & Date: <i>Theresa Scott</i> 3/9/17	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

Produce verbatim transcripts of court proceedings from audio or video recordings, and provide a customized online ordering web portal for process orders and secure transfer of media files.

2. Rate each of the following concerning this company's performance using the ratings below:

S – Strongly Agree/Very Positive
 A – Agree/Positive
 N – Neutral
 D – Disagree/ Negative
 F – Failed

Rating

- S A. This company ensured the project deliverables were completed on time and within the agreed budget.
- S B. This company provided the appropriate resources to the project.
- S C. This company was knowledgeable in providing the services.
- S D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- S E. This company provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this company again.

Additional Comments:

4.5.4 Scope of Work

A. 1 General Transcription Services

1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor (s) within this scope of work of this solicitation.

We are comfortable with the requirements detailed in the scope of work and will comply with all of them.

2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The Lead State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The Lead State will document in writing the reason(s) for any rejection of personnel.

We have the necessary equipment to provide complete transcription services as required. This is the very nature of our business for the past twelve years.

We understand and acknowledge that the Lead State reserves the right to refuse any personnel providing service in the performance of this contract.

3. The Contractor shall have the capability of providing audio to text and video to text.

We have the capability- that is the very nature of our business, since 2005.

4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.

We confirm that all transcriptions will be reviewed, proofread, spell-checked, demographically checked, and correctly formatted. With respect to formatting, we have a large library of proprietary, custom-built transcript templates that ensure our strict adherence to clients' needs.

The following screenshot show the template wizard for a particular (sample) client:

Transcript Wizard

Template and Type

Template

Type

Transcript Wizard

Location

Name

Address

Address 2

City

State Zip

Date

Start Time

End Time

Deposition City

County

District

Transcript Wizard

Transcript Information

Claimant

Employer

DOL

Case Name (If Claimant, Last Name Only)

Case Number

Appeal Brd No

Title Notes

Date of Hearing

AL Judge

LEAS Brd Mbr

Transcriber

Transcript Wizard

Appearances

☐ All ☐ Cases ☐ Depositions ☐ Hearings

Firm Name

Name

Title

Rep. Type

Address

Address 2

City

State Zip

Phone

Notes

Added

Transcript Wizard



Colloquy Setup

Please note: the colloquy will be seen as stated below, so use uppercase letters where needed.

Alt 1	ALJ LERNER
Alt 2	MR. SMITH
Alt 3	MR. JONES
Alt 4	
Alt 5	
Alt 6	
Alt 7	
Alt 8	
Alt 9	
Alt 0	
Alt + -	
Alt + =	

Back

Finish

Cancel

New York State Unemployment Insurance Appeal Board
Transcript of Record

In the Matter of: Andrew Smith
Claimant - APPELLANT

And

Holister Kitchens
Employer - RESPONDENT

Peter M. Rivera,
Commissioner of Labor

Case No.: 123456789
Appeal Board No.: 12-123-1234

Date of Hearing: January 27, 2015

Place of Hearing: Brooklyn, New York

Before: Lauren Lerner
Administrative Law Judge

Transcribed by: Tracy Tresor
Appearances:

5. The Contractor shall establish a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the participating entity.

We transfer documents to and from the client using our own in-house developed file transfer system. We also use secure FTP transfer of files.

6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP or equivalent or equivalent site. Participating entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.

We transcribe all file types including both digital files and "hard media". We can transcribe from audio cassettes, CDs, or other physical formats. If we are transcribing from physical media we acknowledge our requirements to retrieve and return the audio and to bear the shipping costs.

7. The participating entity shall be given the opportunity to review, approve and accept all work ordered and received by the participating entity. All materials for review shall be delivered to the participating entity via the Contractor's SFTP or equivalent site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.

a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any participating entity requires retypes or corrections, the Lead State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.

We acknowledge and accept this term.

8. Deliverable deadlines shall be agreed upon by participating entity and Contractor prior to order placement.

We acknowledge and accept this term.

9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.

a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the participating entity.

b. The Contractor shall have the capability to generate reports from the log as requested by the participating entity. Reports shall be delivered to participating entity via the SFTP or equivalent site or email as requested by the participating entity.

We already have a transcript repository where all transcripts are stored, and are easily retrievable by clients.

We have the ability to generate reports out of our system and in fact do so currently for many clients. We generate weekly, monthly, quarterly and annual reports, all auto-generated and deliverable immediately at the beginning of the following time period (for example: by 8:00 AM on the first of each month our monthly reports from the prior month are generated and sent out to clients).

10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.

We acknowledge and accept this term.

11. The Contractor shall be held responsible for the security of its premises and assumes all risk.

We acknowledge and accept this term.

12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the participating entity.

We acknowledge and accept this term.

13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.

a. Dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).

b. Must have capability of single speaker dictation and multiple speaker recordings.

We have the ability to (and already do) accommodate any or all of:

- single speaker from single location*
- multiple speakers from single location*
- multiple speakers from multiple locations*

In all cases callers are provided with a phone number and pass code that they can use to call into a system that will record their dictation or speech after which it is automatically sent to us for transcription.

14. All recordings must be able to be paused, rewound, and fast-forwarded.

We acknowledge and accept this term.

15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the participating entity.

We acknowledge and accept this term. We already comply with a range of such requests from clients ranging from those who request us to actively delete files after a period of time has passed to those requesting that we store files indefinitely.

16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.

We acknowledge and accept this term.

17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.

At eScribers we take quality control very seriously as our company's reputation is at stake with each and every transcript that we submit.

The following rigorous system of checks and balances describe the measures that we take to ensure the highest quality standards are met:

- 1. AAERT-certified transcribers have achieved a designation that indicates a mastery of the manner in which audio is converted to a court-appropriate transcript and also indicates a dedication to the profession. eScribers is an active member of the organization and currently works with more than forty AAERT-certified transcribers to produce court transcripts. Our CEO, Aryeh Bak is AAERT-certified as is our Quality Control Manager, Dena Page.*
- 2. Transcribers complete, as well, our own internal testing and review of our processes.*
- 3. We have created and distribute our own proprietary "tips and tricks" manual.*
- 4. Transcribers are required to review their own transcripts before submission to the proofreaders.*
- 5. Proofreaders review transcripts.*
- 6. Transcribers are assigned "buddy" transcribers who assist each other when questions arise and to offer a "fresh ear" in the case of imperfect audio.*
- 7. Internal online "discussion group" allows for quick Q&A and exchange of ideas when a challenging issue arises.*
- 8. Our proprietary template ensures format consistency for each court/client (see Appendix A).*
- 9. A shared online document for each new case ensures consistent spelling of names, case-specific terms based on paperwork received and personal research done by the transcribers.*
- 10. Transcribers must actively affirm (by clicking an 'I agree' button) that they have reviewed each of 12 items on our transcript-review checklist, including, for example, spelling of the Judge's name, date of the hearing on the title page, etc.*

With respect to "inaudible" words, specifically, several additional people would listen to a seemingly inaudible word to determine what was said. If after all these people have listened the word is still indiscernible, our policy is to contact the Agency for additional guidance (provided that they would like to be contacted), before marking a word as 'inaudible'.

18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the participating entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.

We acknowledge and accept this term.

19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.

a. The participating entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;

b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor's operations. However, the Contractor shall immediately notify the Lead State contact, and ordering agency of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and

c. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor's privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.

We acknowledge and accept this term. We have included a more complete summary of our efforts to avoid a security breach and a comprehensive plan for handling one, should it occur, in our response to Section 4.5.2 Data Security & Confidentiality.

20. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate response.

We acknowledge and accept this term.

21. All services shall be performed in the United States.

We acknowledge and accept this term.

A. 2 Medical Transcription Services

22. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

We acknowledge and accept this term.

23. The format shall be specified by the participating entity.

We acknowledge and accept this term.

24. The SFTP or equivalent site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

Our file transfer site is secure. We use FedRAMP compliant Amazon Web Services to host our transcript management system. We use Amazon S3 for file transfer and storage. Per Amazon (<http://docs.aws.amazon.com/AmazonS3/latest/dev/UsingEncryption.html>),

- *Data protection refers to protecting data while in-transit (as it travels to and from Amazon S3) and at rest (while it is stored on disks in Amazon S3 data centers). You can protect data in transit by using SSL or by using client-side encryption. You have the following options of protecting data at rest in Amazon S3. Use Server-Side Encryption – You request Amazon S3 to encrypt your object before saving it on disks in its data centers and decrypt it when you download the objects.*
- *Use Client-Side Encryption – You can encrypt data client-side and upload the encrypted data to Amazon S3. In this case, you manage the encryption process, the encryption keys, and related tools.*

We will comply with the regulations specifically cited by this question.

25. The Contractor shall destroy medical transcriptions in compliance with the Participating State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.

We acknowledge and accept this term.

26. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the participating entity.

We acknowledge and accept this term.

27. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.

We acknowledge and accept this term.

28. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy and medications.

We acknowledge and accept this term.

29. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDl) industry standards.

Our transcripts will comply with JCAHO and AHDl industry standards.

A. 3 Legal Transcription Services

30. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

We acknowledge and accept this term.

A. 4 Optional Transcription Services

31.If the Contractor provides optional transcription services, such as Braille or insurance services the participating entity may provide a written request for these services to the Contractor.

We have included pricing for the following additional services:

- *Braille printing*
- *Hard media conversion fee (cost to digitize physical media)*
- *Condensed Transcript*
- *Word Index*
- *Document scanning (e.g. for exhibits) - B&W*
- *Document scanning (e.g. for exhibits) - color*
- *Hard copy transcript delivery (paper copy)*
- *.ptx files*
- *CD or DVD*

The pricing is included in our Cost Sheet Matrix.

4.5.5 Marketing of the NASPO ValuePoint Master Agreement

a. Briefly describe how you intend to promote the use of the Master Agreement.

We understand that we may not deliver services under the Master Agreement until a participating addendum acceptable to the participating entity and the Contractor (us) is executed.

We agree to work cooperatively with NASPO ValuePoint personnel. We agree to present plans to NASPO ValuePoint for the education of the contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the master agreement.

In all cases, we will first obtain permission from a participating entity's CPO prior to promoting the agreement in that state.

b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

We will not begin marketing our services in a state prior to obtaining explicit permission from that State's CPO. In our experience it is best to work together with the CPO to clarify the exact scope of the services to be provided and where they are applicable (and where not) so as to avoid any misunderstandings or potential unpleasantness.

This is an area in which we have direct experience based on a contract that we have been issued in New York State by the Office of General Services for Administrative Services. We are an approved vendor for transcription services and worked with the procurement department to understand the limits of where, to whom, and how to market our services. The experience in New York State was a very successful one and we currently provide transcription services to many New York State agencies. The OGS is aware of our services through quarterly reports detailing all of our activity in the State.

c. Public entities are sensitive to "scope" Issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

We would work directly with the CPO prior to marketing our services to be certain that we did not overstep any bounds. In New York State, as an example, though we are an approved vendor for transcription services to State agencies, certain agencies have received explicit exemptions from participating in that master services agreement due to the fact that they have unique needs that required their own RFP process. We have never contacted those agencies and have therefore avoided any potential problems in that regard.

d. How will your company manage due dates for administrative fee payments and usage reports?

Our FedRAMP compliant, custom-built transcript management system automates all required reports. By 9 AM on the first of the month or quarter following any reporting period all reports are generated and distributed. We have received numerous compliments for the timeliness of our reports.

Similarly, as soon as the reports are generated showing sales we would immediately issue payment to NASPO per item 5 of Attachment A (Terms and Conditions). Though granted 60 days with which to send payment it is our intention to send the NASPO payment immediately upon issuance of the sales report.

e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

We believe this presents NASPO and the Contractor with a great opportunity to promote a competitively bid contract. The Master Service Agreement emanating from this RFP is sure to generate competitive pricing and competent awardee(s). The benefits to the Contractor are clear - the ability to acquire a significant volume of work. At the same time, the benefits to the CPOs are also clear - the ability to identify serious vendors offering competitive pricing and the opportunity to avoid a cumbersome RFP process for each individual state agency/division. This is truly a win/win and we look forward to working with the Lead State and NASPO to promote the agreement broadly.

The challenges will come from agencies that feel their unique needs do not lend themselves to a broadly written contract. Depending on the agency, there may be validity to that claim. It is imperative that the CPOs understand the contractor's abilities and that we all allow them to assess whether a particular division's or agency's needs are truly unique or if they should be participating in the NASPO Value Point Master Agreement.

Cost Proposal (Separate Attachment - Not Included With Technical Response)

The cost proposal is submitted as a separate attachment and kept separate from our Technical Response.

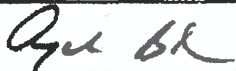
Confidential, Protected or Proprietary Information

Other than the following information included in this section, none of the information included as part of our response is to be considered confidential, protected or proprietary:

- **Names of Subcontractors**
- **Subcontractor References**
- **Subcontractor Statements**

Internal Reference Form

Client Information

Organization Name (Client): eScribers	Organization Address: 7227 N 16th St., Suite 207, Phoenix, AZ 85020
Person Providing the Reference: Aryeh Bak	Title: CEO
Phone Number: (973) 406-2250 x201	Email address: abak@escribers.net
Reference <u>Signature</u> & Date:	 3/15/17

I am providing a reference for the below list of independent contractors who have engaged with eScribers over the prior three years. This group of individuals have proven themselves to be able to produce transcripts of the highest quality and to meet our internal deadlines every time. These individuals are those who successfully overcame an intense vetting process, the standards of which many applicants are unable to successfully meet.

Rating

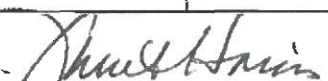
- S A. This [these] company [individuals] ensured the project deliverables were completed on time and within the agreed budget.
- S B. This [these] company [individuals] provided the appropriate resources to the project.
- S C. This [these] company [individuals] was knowledgeable in providing the services.
- S D. The business relationship with this [these] company [individuals] was positive and cooperative, versus negative and adversarial.
- S E. This [these] company [individuals] provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this [these] company [individuals] again.

Table of individuals and lines transcribed and/or proofed for eScribers over prior three years:

<u>Name</u>	<u>Lines Produced</u>	<u>Name</u>	<u>Lines Produced</u>	<u>Name</u>	<u>Lines Produced</u>
Aimee Robinson	995,150	Felice Scher	11,000	Maria Vondras	650,925
Alaina Russell	63,700	Fiona Coxon	225,100	Marsha Talcin	700
Amanda Self	98,775	Frankie Milfred	185,600	Mary Mielke	165,050
Ann Schauland	17,800	Geri Egan	63,600	Melissa Boyd	95,050
Andrea Packheiser	18,325	Gina Gattone	386,650	Melissa Looney	250,925
Andrea Pritchett	791,675	Heldi Gardner	638,025	Melissa Perry	39,825
April Reynolds Chance	5,100	Helen Franklin	26,900	Meri Ashley	115,650
Becky Kleiner	168,450	Jacki Buckley	5,675	Michelle McCall	1,563,275
Bonnie Torrez	97,375	Jackie Goldsmith	1,047,575	Misty Peto	710,625
Brenda Doyle-Smith	140,875	Janice D. Badeau	910,800	Norma Catoe	148,750
Brenda Presnell	46,325	Jean Knowlton	28,525	Pamela Hosmer	2,934,900
Brenda Rutgers	800	Jeanne Oliva	97,500	Pattie Mitchell	132,725
Brittani Rolf	381,500	Jennifer Burke	502,850	Renee Vincent	232,600
Brittany Donnell	7,725	Jennifer L Lindeman	36,775	Regina Wittkowske	174,025
Candace Riley	110,275	Jessica Taylor	491,000	Robert Rioux	1,054,100
Christina Gmitterko	210,025	Jo Shank	52,875	Sally Blais	10,400
Christine Farrell	78,550	Joyce Miller	1,777,500	Sara Winkeljohn	344,075
Christine Urrego	373,775	Kari Watford	35,325	Sarah Stern (Yefet)	55,125
Cindy Ferguson	555,725	Kathy Lattimore	141,150	Shannon Kane-Meddock	5,175
Cinta Corbin	18,250	Kimberly Lewis	4,100	Shannon Telles	2,050
Crystal Burnett	65,025	Kimberly Perry-Schneider	265,050	Sharon Farrell	209,750
Dana Kelly	6,650	Laura Blair	100,825	Shella Boensch	582,575
Danette Levers	10,325	Laura Dellinger	480,950	Sheri Chism Monroe	160,725
Dani Garnett	253,675	Laura Hinton	16,800	Sherry Atha	36,400
Debbi Parmer	95,600	Liesl Springer	166,850	Shirley Shilt	264,875
Deborah M. Olson	197,000	Linda Smith	423,300	Susan LaPooh	103,150
Deborah Markley	1,087,225	Lisa Freeman	315,525	Susan Leong	98,375
Debra Price	430,125	Lisa Hulm	19,100	Sylvia Mikell	8,725
Dee Ventucci	1,901,725	Lori Moore-Stephens	4,825	Tami S. Mayes	364,825
Diana Dodson	166,575	Lori Rahtes	10,558,125	Tiffany Galindo	87,000
Dianna Aldom	572,925	Luci Clark	206,050	Tina Clezie	62,325
Dipti Patel	28,050	Lucinda Langley	17,425	Tracy Meyer	85,300
Donna Limerick	18,225	Lynn Prince	3,047,825		
Elaine Flanagan	799,825	Maital George	13,300		

Internal Reference Form

Client Information

Organization Name (Client): eScribers	Organization Address: 7227 N 16th St., Suite 207, Phoenix, AZ 85020
Person Providing the Reference: Janet Harris	Title: Chief of Staff
Phone Number: (602) 263-0885	Email address: janet.harris@escribers.net
Reference <u>Signature</u> & Date:	 3/15/17

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Rating


- S A. This [these] company [individuals] ensured the project deliverables were completed on time and within the agreed budget.
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Christine Farrell	78,550	Joyce Miller	1,777,500	Sara Winkeljohn	344,075
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Debra Price	430,125	Lisa Hulm	19,100	Sylvia Mikell	8,725
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Diana Dodson	166,575	Lori Rahtes	10,558,125	Tiffany Galindo	87,000
Dianna Aldom	572,925	Luci Clark	206,050	Tina Clezie	62,325
Dipti Patel	28,050	Lucinda Langley	17,425	Tracy Meyer	85,300
Donna Limerick	18,225	Lynn Prince	3,047,825		
Elaine Flanagan	799,825	Maital George	13,300		

Internal Reference Form

Client Information

Organization Name (Client): eScribers	Organization Address: 7227 N 16th St., Suite 207, Phoenix, AZ 85020
Person Providing the Reference: Dena Page	Title: Quality Control Manager
Phone Number: (973) 406-2250 x209	Email address: denapage@escribers.net
Reference <u>Signature</u> & Date: 	3/15/17

I am providing a reference for the below list of independent contractors who have engaged with eScribers over the prior three years. This group of individuals have proven themselves to be able to produce transcripts of the highest quality and to meet our internal deadlines every time. These individuals are those who successfully overcame an intense vetting process, the standards of which many applicants are unable to successfully meet.

Rating

- S A. This [these] company [individuals] ensured the project deliverables were completed on time and within the agreed budget.
- S B. This [these] company [individuals] provided the appropriate resources to the project.
- S C. This [these] company [individuals] was knowledgeable in providing the services.
- S D. The business relationship with this [these] company [individuals] was positive and cooperative, versus negative and adversarial.
- S E. This [these] company [individuals] provided open, timely communications, and was responsive to our needs and requirements.
- S F. I would choose to work with this [these] company [individuals] again.

Table of individuals and lines transcribed and/or proofed for eScribers over prior three years:

<u>Name</u>	<u>Lines Produced</u>	<u>Name</u>	<u>Lines Produced</u>	<u>Name</u>	<u>Lines Produced</u>
Almee Robinson	995,150	Felice Scher	11,000	Maria Vondras	650,925
Alaina Russell	63,700	Fiona Coxon	225,100	Marsha Talcin	700
Amanda Self	98,775	Frankie Milfred	185,600	Mary Mielke	165,050
Amy Schauland	17,800	Geri Egan	63,600	Melissa Boyd	95,050
Andrea Packheiser	18,325	Gina Gattone	386,650	Melissa Looney	250,925
Andrea Pritchett	791,675	Heldi Gardner	638,025	Melissa Perry	39,825
April Reynolds Chance	5,100	Helen Franklin	26,900	Meri Ashley	115,650
Becky Kleiner	168,450	Jacki Buckley	5,675	Michelle McCall	1,563,275
Bonnie Torrez	97,375	Jackie Goldsmith	1,047,575	Misty Peto	710,625
Brenda Doyle-Smith	140,875	Janice D. Badeau	910,800	Norma Catoe	148,750
Brenda Presnell	46,325	Jean Knowlton	28,525	Pamela Hosmer	2,934,900
Brenda Rutgers	800	Jeanne Oliva	97,500	Pattie Mitchell	132,725
Brittani Rolf	381,500	Jennifer Burke	502,850	Renee Vincent	232,600
Brittany Donnell	7,725	Jennifer I. Lindeman	36,775	Regina Wittkowske	174,025
Candace Riley	110,275	Jessica Taylor	491,000	Robert Rioux	1,054,100
Christina Gmitterko	210,025	Jo Shank	52,875	Sally Blais	10,400
Christine Farrell	78,550	Joyce Miller	1,777,500	Sara Winkeljohn	344,075
Christine Urrego	373,775	Kari Watford	35,325	Sarah Stern (Yefet)	55,125
Cindy Ferguson	555,725	Kathy Lattimore	141,150	Shannon Kane-Meddock	5,175
Cinta Corbin	18,250	Kimberly Lewis	4,100	Shannon Telles	2,050
Crystal Burnett	65,025	Kimberly Perry-Schneider	265,050	Sharon Farrell	209,750
Dana Kelly	6,650	Laura Blair	100,825	Sheila Boensch	582,575
Danette Levers	10,325	Laura Dellinger	480,950	Sheri Chism Monroe	160,725
Dani Garnett	253,675	Laura Hinton	16,800	Sherry Atha	36,400
Debbi Parmer	95,600	Liesl Springer	166,850	Shirley Shilt	264,875
Deborah M. Olson	197,000	Linda Smith	423,300	Susan LaPooh	103,150
Deborah Markley	1,087,225	Lisa Freeman	315,525	Susan Leong	98,375
Debra Price	430,125	Lisa Hulm	19,100	Sylvia Mikell	8,725
Dee Ventucci	1,901,725	Lori Moore-Stephens	4,825	Tami S. Mayes	364,825
Diana Dodson	166,575	Lori Rahtes	10,558,125	Tiffany Galindo	87,000
Dianna Aldom	572,925	Luci Clark	206,050	Tina Clezie	62,325
Dipti Patel	28,050	Lucinda Langley	17,425	Tracy Meyer	85,300
Donna Limerick	18,225	Lynn Prince	3,047,825		
Elaine Fianagan	799,825	Maital George	13,300		

I, Aimee Robinson, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 405 E 2nd St, Miller, SD 57362. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Alaina Russell, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 103 S. Miller St. Clinton, IL 61727. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Alaina Russell

I, Amenda Self am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 21611 Jane Ct. Tehachas, CA I perform transcription proofreading services
[type or print clearly] 93521 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Amenda Self
[signature]

I, Amy Schauland, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 8443 County Rd W, Greenleaf, WI. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Amy M Schauland
[signature]

I, Andrea Packheiser, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 10690 Sunrise Ridge Circle, Auburn CA 95603. I
perform transcription/proofreading services
[type or print clearly]
[circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Andrea Packheiser

[signature]

I, Andrea Pritchett, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 100 Halls Mill Rd., Freehold, NJ 07728. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Andrea Pritchett
[signature]

I, April Chance, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 6335 Company Mill Road, Climax, NC 27233. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

April R. Chance


[signature]

I, Becky Kleiner, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1811 Heather Drive, Loveland, CO 80537. I perform transcription/proofreading
[type or print clearly] [circle one or both]
services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Bonnie Torrez, am providing this statement to eScribers, per their request. This statement

[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1038 Winona Cir, Loveland, CO : perform transcription proofreading
services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Bonnie Torrez
[signature]

I, Brenda Doyle-Smith, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 435 Pryor Mountain Road, Bridger, MT 59014. I perform transcription/proofreading
services

[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Brenda Presnell am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

P.O. Box 115
I reside at: Telogia, Florida 32360. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Brenda S. Presnell
[signature]

I, BRENDA RUTGERS, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at 4901 Seagrape Drive, Fort Pierce, FL 34982. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

*Brenda Rutgers**

BRENDA RUTGERS

I, Brittani Rolf, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 3451 East Regalia Road, Salt Lake City, UT 84121. I perform proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in black ink that reads "Brittani Rolf". The signature is written in a cursive style with a large, sweeping flourish at the end.

[signature]

1

Brian, D. M. II am providing this statement to eScribers, per their request. This statement
(type or print clearly)

is meant to be included as part of eScribers' response to the NASPC ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304

I reside at: Princeton, NJ 08540 4673 I perform transcription proofreading services
(type or print clearly) (circle one or both)

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Brian, D. M. II

(signature)

I, Candace Riley, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

2535 Verde Drive, Apt. 333
I reside at: Colorado Springs, CO 80910 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Candace Riley
[signature]

I, Christina Gmiterko, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 883 St. Charles Dr., Apt. 15 Thousand Oaks, CA 91360. I perform transcription/proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Christine Farrell, am providing this statement to eScribers, per their request.

This statement

[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 2342 Ridgerock Lane, Apt 106, Rock Hill SC

29074

I perform transcription/proofreading services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

[signature]

I, CHRISTINE URREGO, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 959 COOSAWILLA DR WINDER GA 30680. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Cindy Ferguson, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 4724 W. Bluefield Ave., Glendale, AZ 85308 . I perform proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

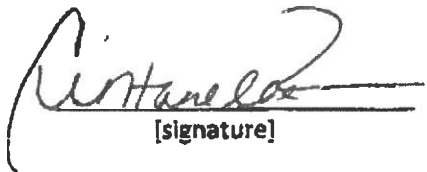
I understand and am fully committed to render all services to eScribers in the United States.

Cindy Ferguson
[signature]

I, Cintanella Corbin, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 9190 Riverview, Redford Twp., MI 48239 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Crystal M. Burnett, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 1349 Park Road
Ramsey, NC 27316. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Crystal M. Burnett
[signature]

I, Dana J Kelly, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2921 Wiley Post Ave, Anchorage AK I perform transcription proofreading services
[type or print clearly] {circle one or both}
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Dana J Kelly
[signature]

3/14/17

I, DANETTE M. LEVERS, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1010 SYCAMORE ST, WASHINGTON, PA 15301. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Danette M. Levers
[signature]

I, Danielle Garnett, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 932 Tatumsville Hwy, Gilbertsville, KY 42044. I perform proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Danielle Garnett

Danielle Garnett, CET-821

I, Debra Parmer, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 303 E Beech Street, Edgar, Wisconsin. I perform transcription/proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

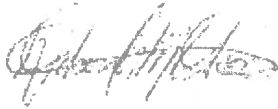

[signature]

I, Deborah M. Olson, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 2913 Delaware Avenue, Racine, WI 53403. I perform transcription/proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in dark ink, appearing to read "Deborah M. Olson", is located below the commitment statement. The signature is fluid and cursive.

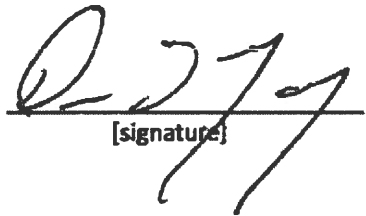
I, Deborah Markley, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solidation Number

170007304. 377 Old Gadsden Centre Hwy

I reside at: Gadsden, AL 35901. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Debra Price, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: Phoenix, Arizona. I perform **transcription**/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Debra Price
[signature]

I, Dee Ventucci, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

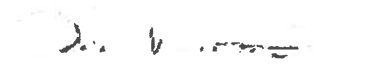
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 175 13th St. NW, Naples, FL 34120 . I perform (transcription)/proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]


I, Diana Dodson, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
.170007304.

I reside at: 1822 Jerry Abbott Street, El Paso, TX. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, DIANNA ALDOM am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 2121 N. GRACE BLVD. #72
CHANDLER AZ 85225. I perform transcription/proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Dianne Aldom
[signature]

I, Dipti Patel, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 7306 Danwood Drive, Austin, Texas 78759 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Dipti Patel

[signature]

I, Donna J. Limerick, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 117 Lewis Street, Sayre, PA. I perform transcription proofreading service as an independent contractor to eScribers.

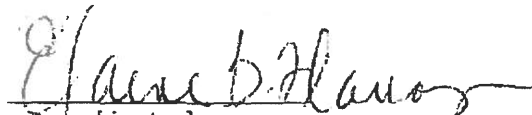
I understand and am fully committed to render all services to eScribers in the United States.


(signature)

I, Elaine B. Flanagan, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at 300 Old Portland Road, Brunswick, Maine or at 58 North Collier Boulevard, Marco Island, Florida. I perform proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]


I, Felice Scher, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 402 Goldborough St.
Easton MD 21601 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Fiona Coxon, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 101 Kimberwood Ct., Germantown, WV I perform transcription/proofreading services
[type or print clearly] 25420 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Fiona Coxon
[signature]

I, Frankie Milfred, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 24813 N. 115th Ave, Sun City, AZ 85373. I perform both transcription and proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Geri L. Egan, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: Neo River Birch Trace, Fayetteville, GA. I perform transcription/proofreading services
[type or print clearly] 30215 [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Geri L. Egan
[signature]

I, Gina Marie Gattone, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 8439 Highpoint Blvd, Brooksville, FL 34613 . I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Heidi Gardner, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 9463 Stow Rd., Webberville MI 48892. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Heidi Gardner
[signature]

I, Helen Franklin, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 5237 W. Poppy St., Yuma, AZ 85364. I perform transcription services
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Helen Franklin

— [signature] —

I, Jacki Buckley, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

**Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.**

I reside at: 3509 E Verbena Dr. Phoenix AZ 85044. I perform transcription/proofreading
services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Jacquelyn Goldsmith, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

**Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.**

I reside at: 108 Arizona Avenue, Apartment 1, Warner Robins, Georgia 31093.
[type or print clearly] [circle one or both]
I perform transcription proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

Janice BADEAU am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 17 BEACON STREET, BARRE, VT. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Janice Badeau
[signature]

I, Jean Knowlton, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at 321 Grant Street, Laingsburg, MI 48848. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Jeanne Oliva, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2137 Trina Lane, Winslow, AZ I perform transcription proofreading services
[type or print clearly] 86047 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Jeanne Oliva
[signature]

I, Jennifer C Burke, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 3125 Eason Rd Chesapeake VA I perform transcription proofreading services
[type or print clearly] 23322 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Jennifer C Burke
(signature)

Jennifer Lindemann providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1271 Decatur St. Philipsburg PA 16866 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Jessica Taylor, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 304 N 8th Street, 10A, St. Joseph, MO 64501. I perform

transcription/proofreading services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



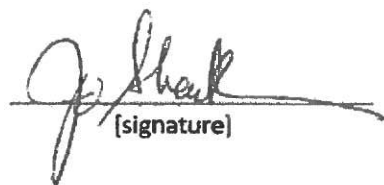
[signature]

I, Jo Shank, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 3090 Old Trail Road, York Haven PA. I perform transcription proofreading services
[type or print clearly] 17370 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


(signature)

I, Joyce Miller, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2025 N. 6th Street, Orlando, FL 32820. I perform transcription/proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Kari Watford, am providing this statement to eScribers, per their request.
This statement

[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 107 Sherwood Forest Road, Weare, NH. I perform transcription/proofreading services
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Kari Watford

[signature]

I, Kathy Lattimore, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2020 Hassell Rd Apt 202, Hoffman Estates, IL 60169. I perform
transcription/proofreading services

[type or print clearly]
as an independent contractor to eScribers.

[circle one or both]

I understand and am fully committed to render all services to eScribers in the United States.

Kathy Lattimore
[signature]

I, Kimberly Lewis, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 304 Olive Lake Lane, McDonough, GA 30253 I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Kimberly Perry-Schneider, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 908 N. Quaker Lane, Staatsburg, NY 12580. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in cursive script that reads "Kimberly Perry-Schneider". The signature is written in dark ink and is positioned above the date.

March 13, 2017

I, Laura J. Blair, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 528 Beverly Drive, Magnolia, NJ 08049. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Laura Dellinger, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 1980 Sturbridge Lane, Buford, GA 30519. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Laura Dellinger
[signature]

I, LAURA HINTON, am providing this statement to eScribers per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304. I reside at 18026 W. Turquoise Ave., Waddell, AZ 85355. I perform both transcription and proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



LAURA HINTON, CER CET*D-441

I, Liesl T. Springer am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: Janesville, Wisconsin. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Lisa Freeman, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1225 Boynton Court, Janesville, WI 53545. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Lisa Freeman
[signature]

I, Lisa Hulm, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number .

170007304.

I reside at: Hague, ND I perform transcription proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Lori D. Moore-Stephens, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 5989 S. Fork Creek Rd., Liberty, KY 42539. I perform transcription services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Lori D. Moore-Stephens
[signature]

I, Lori A. Rahtes am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposal(s): Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 4414 Rollingwood Ln I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Lori A. Rahtes
(signature)

I, Luci Clark, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 1126 A Anse Broussard, Brown Bridge, LA. 70517. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

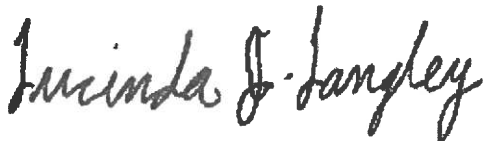
Luci Clark
[signature]

I, Lucinda Langley, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2856 S. 4050 W., Ogden, Utah 84401-9787. I perform transcription services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Lynn Prince, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 1045 W 135th Lane, Westminster, Colorado 80234. I perform proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in cursive script, appearing to read "Lynn Prince", written in dark ink.

[signature]

I, Maital George, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1650 Coleman Street, Brooklyn, NY 11234. I perform transcription services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Maital George

[signature]

I, Maria T. Vondras, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

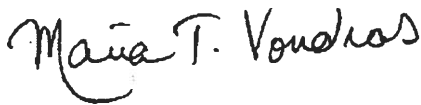
I reside at: 11 Jameson Hill Road, Clinton Corners, NY 12514. I perform transcription/proofreading
services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Marsha Talcin, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 404 McDonald Avenue, Apt. 2R, Brooklyn, NY 11218. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Marsha Talcin

Marsha Talcin
[signature]

I, MARY MIELKE, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 91 Winnicut + Rd Stratham NH. I perform transcription proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Mary Mielke
[signature]

I, Melissa Boyd, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 198 W. Ridgeview Trl. Casa Grande, AZ 85122 I perform transcription proofreading services

[type or print clearly]

AZ 85122

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Melissa Boyd
[signature]

I, Melissa Looney, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 121 Duke Rd. Maryville, TN I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Melissa Looney
[signature]

I, Melissa Perry, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 310 Kansas St. Sherman TX. I
perform transcription (proofreading) services 75090
[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Meribeth Ashley, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 5828 E Ludlow Dr. Scottsdale, AZ 85254____. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in cursive script that reads "Meribeth Ashley".

Meribeth Ashley

I, Misty R. Peto, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2907 Serenity Circle South, Fort Pierce, FL 34981. I perform transcription/proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Misty R. Peto

Kimma Cathe am providing this statement to eScribers, per their request.
[type or print clearly]

☐ meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 750 Casual Ct.
Virginia Beach, VA 23454 I perform transcription/proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Kimma Cathe
[signature]

I, Pamela J. Hosmer am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 210 Wintergreen Hill Dr. I perform transcription/proofreading services
[type or print clearly] Painesville, OH [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Pamela J. Hosmer
[signature]

I, Pattie Mitchell, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 22361 US Highway 12, Edwardsburg, MI. I perform transcription services
] as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in black ink, appearing to read "Pattie Mitchell", written over a horizontal line.

[signature]

I, Regina M. Wittkowkse, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 8959 E Delaware Parkway, Munster, Indiana. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

A handwritten signature in black ink, appearing to read "Regina M. Wittkowkse". The signature is fluid and cursive, with the first name "Regina" being the most prominent part.

I, Renee Vincent, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 641 Blue Yucca Street, Las Vegas Nevada 89144. I perform proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Renee Vincent

I, Robert Rioux, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 9425 SW 146th Terrace No. 3, Beaverton, OR, 97007. I perform transcription/proofreading
services

[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Sally A. Blais am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 4533 Glenwood Dr. Evans, GA 30809 I perform transcription/proofreading services
[type or print clearly] [circle one or both]

as an Independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Sally A. Blais
[signature]

I, Sara Winkeljohn, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 1201 N. 12th Street, Quincy, IL 62301. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Sara Winkeljohn
[signature]

I, Sarah Yefet, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 2522 I St NW Washington, DC 20037 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Shannon Kane-Meddock, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 2223 E Susquehanna Avenue, Philadelphia, PA 19125. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

[signature] Shannon Kane-Meddock

I, Shannon Telles, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 412 NE 81st Street, Kansas City, Missouri. I perform transcription proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Sharon A. Farrell, am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 132 W. Forestview Rd., Brookhaven, PA 19015. I perform transcription/proofreading services

[type or print clearly]

[circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Sharon A. Farrell
[signature] 3-13-17

I, Shella L. Boensch, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 8791 S. Fordney, St. Charles, MI 48655. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Shella L. Boensch.
[signature]

Shu-Chen am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 4277 W. Montevista, Visalia, CA I perform transcription proofreading services
[type or print clearly] 93277 [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Shu-Chen
[signature]

I, Sherry L. Miller, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: 1379 Laurel St. & Lauderbrook OH 44054. I perform transcription/proofreading services
[type or print clearly]
[circle one or both]
as an independent contractor to eScribers.


I understand and am fully committed to render all services to eScribers in the United States.

Sherry L. Miller
[signature]

I, SHIRLEY SHILT, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 708 Brookfield Road, Kettering, Ohio 45429. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



SHIRLEY SHILT

I, Susan LaPook, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 3 Edwards Dr. Wrightston AK 99562 I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


[signature]

I, Susan M. Leong, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 1130 E. Monroe Street, Apt. 223, Phoenix, AZ 85034. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.


A handwritten signature in black ink, appearing to read 'Susan M. Leong', with a stylized, flowing script.

Susan M. Leong
[signature]

I, Sylvia Mikell, am providing this statement to eScribers, per their request. This statement is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 2260 GA Hwy 130 W, Vidalia, GA 30474. I perform transcription services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

I, Tami S. Mayes, am providing this statement to eScribers, per their request. This statement

is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number

170007304.

I reside at: P.O. Box 622, 333 S. Ewing Trail, Tonto Basin, AZ 85553. I perform transcription/proofreading services as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Tami S. Mayes

Tiffany G. Lindo am providing this statement to eScribers, per their request. This statement
[type or print clearly]

is meant to be included as part of eScribers' response to the NASPO ValuePoint Request for Proposals:
Master Agreement for Transcription Services, Alaska Solicitation Number 170007304.

I reside at: 375 W. San Ramon St Gilbert, AZ 85233 I perform transcription proofreading services
[type or print clearly] [circle one or both]

as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

T. Lindo
[signature]

I, Celestina Clezie, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 381 Canyon Drive, Pocatello, ID 83204. I perform transcription/proofreading services
[type or print clearly] [circle one or both]
as an independent contractor to eScribers.

I understand and am fully committed to render all services to eScribers in the United States.

Celestina Clezie
[signature]

I, Tracy L. Meyer, am providing this statement to eScribers, per their request. This statement
[type or print clearly]
is meant to be included as part of eScribers' response to the NASPO ValuePoint

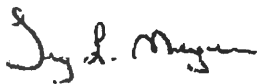
Request for Proposals: Master Agreement for Transcription Services, Alaska Solicitation Number
170007304.

I reside at: 4596 County Road 252, Palmyra, Missouri, 63461. I perform transcription/proofreading
services

[type or print clearly]
as an independent contractor to eScribers.

[circle one or both]

I understand and am fully committed to render all services to eScribers in the United States.



[signature]

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 2.27.2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 1

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: *It is the proposer's responsibility to review and accept all amendments to this solicitation.*

- 1. This amendment lists questions submitted by potential bidders as of February 24, 2017; including the states response to the questions.**
 - a. NOTE the Question answer period end date did not change, the state is still accepting questions until the due date listed in section 1.3 Schedule of Events.**
- 2. This amendment addresses changes to Sections;**
 - Amendment to section 1.6 Additional language added**
 - Amendment to section 2.21. Additional language added**
 - Amendment to section 4.1 Additional language added**
 - Attachment A Section 24 (a) Additional language added**
 - Amendment to attachments G-J additional state's T & Cs added**
 - Amendment to attachment C cost sheet matrix:**

(NOTE: Vendors must use amended cost sheet matrix when submitting their proposals< Vendors that do not use the amended cost sheet matrix may be found non-responsive)

Amendment to section 1.6

Additional states requesting to be named in this solicitation as potential users are Rhode Island and Illinois.

Amendment to section 2.21

By signature of this solicitation, the bidder/offeror certifies that their company is resident and organized inside the United States and all their services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

Amendment to section 4.1 Mandatory Administrative and Technical Response Requirements.

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal, the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience may be considered in determining whether the offeror meets the requirements set forth in **section 4.1 minimum experience**:

If subcontractors are being used to meet the minimum requirements, the subcontractor must satisfy such minimum requirements for such work on its own merits and without regard to, or in combination with, the experience of Offeror. The Offeror must also provide three letters of references for such subcontractor in accordance with Section 4.5.3 with respect to such subcontractor's scope of work.

Where a subcontractor is being used to meet the minimum requirements, Offeror's Proposal shall describe:

- i) the process used to assess the Subcontractor's ability to perform their scope of work;
- ii) the current and/or past work experience the Bidder has with the Subcontractor and any projects the Bidder and the Subcontractor have teamed together on in the past; and,
- iii) any teaming, co-development and integration (or similar) types of agreements with the Subcontractor, including the term thereof.

In addition: the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and that all services rendered will be completed in the united states.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Attachment A section 24 (a)

- (a) Awarded contractor shall not assign, sell, transfer, change or add subcontractors or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State

Amendment to Attachment G-J

Additional Participating States Terms and Conditions have been added at attachment J-2 for Rhode Island.

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/10/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 2

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: Any contradicting language between amendment 1 and amendment 2, amendment 2 will supersede. It is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment lists questions submitted by potential bidders as between February 25-March 1; and includes the states response to the questions.
2. This amendment addresses changes to Sections;
 - Amendment to section 1.1: Section 1.1 has been removed and replaced in its entirety with this amendment.
 - Amendment to section 1.4 Additional Language added.
 - Amendment to section 4.1 Alter, remove and add additional language.

Amendment to section 1.1

The State of Alaska, Division of General Services (Lead State) is requesting proposals for Transcription Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this solicitation is to establish master agreements with qualified Offerors to provide all transcription services for medical or legal/general records to convert speech; either live or recorded, into written or electronic text document for all Participating States. The objective of this solicitation is to obtain best value, and in some cases, achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement will be two (2) years with three (3) one (1) year renewal options as outlined in Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple Contractors, at the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors, who can provide Medical, Legal, and General Transcription service for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a proposal for limited services. Limited services shall be limited to either medical only or Legal/General only, all other services may be offered under Optional Transcription Services. In order to submit a proposal, Offeror must supply their proposed services in all of the 50 states, the District of Columbia and the territories of the United States to all state governments, (including departments, agencies, institutions), Institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities etc.), the District of Columbia, territories of the United States, and other eligible entities. Offerors proposing on limited services, i.e. medical only or legal/general only, will not be allowed to add additional services following award or at any time during the term of the contract or any renewals.

The Lead State/sourcing team, with the assistance as deemed advisable of the relevant participating state (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas, (e.g. a single state) where judged to be in the best interest of the state or states involved.

Amendment to section 1.4

Subcontractor is any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor and another subcontractor.

Amendment to section 4.1

Minimum Experience: Offeror must have been in business for a minimum of three (3) years and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology or legal and general on a regional or nationwide basis.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 3

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment addresses changes to Sections 1.3 Schedule of Events.

- Amendment to section 1.3: New solicitation close date and Evaluation period begin date:

1.3 Schedule of Events

Solicitation Release: February 8, 2017

Pre-Proposal Conference: February 22, 2017 9:00 AM – 12:00 PM AST

Question Deadline: March 1, 2017 3:00 PM AST

Answers to Questions Posted: March 10, 2017 3:00 PM AST

Solicitation Close: March 23, 2017 3:00 PM AST

Evaluation Period Begins: March 24, 2017

Notice of Intent to Award Issued: May 15, 2017

All times are Alaska Standard Time (AST) unless indicated otherwise



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 4

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix**
Cost sheet Matrix version 3 attached. Cost sheet matrix was amended to allow for vendor to quote pricing to the third decimals place.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 5

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix**
Cost sheet Matrix version 4 attached. Cost sheet matrix was amended to unlock additional cells.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 6

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix
Cost sheet matrix version 5 attached. Amended to increase the size of total cells.**

Alaska Business License # **1007944**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

ESCRIBERS

7227 N 16TH STREET PHOENIX AZ 85020

owned by

ESCRIBERS, LLC

is licensed by the department to conduct business for the period

October 29, 2015 through December 31, 2017
for the following line of business:

56 - Administrative, Support, Waste Management and Remediation Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick



STATE OF ALASKA

Department of Administration

Request for Proposal

RFP 02 170007304 - 5

TITLE:

NASPO ValuePoint Transcription Services

PURPOSE:

The State of Alaska in conjunction with NASPO ValuePoint, is seeking Contractor (s) to provide services to convert speech; either live or recorded, into written or electronic text document for all Participating States.

Date of Issue: February 27, 2017

Deadline for Receipt of Proposals: March 20, 2017 15:00:00

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Hilary Porter
TELEPHONE NUMBER: (907)465-5758
EMAIL: hilary.porter@alaska.gov

BID RECEIVING LOCATION:
Division of General Services - JNU Bid Receipt
Administrative Officer
333 Willoughby Avenue
Juneau, AK 99801

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☒ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☒ No

PROPOSAL SCHEDULE

Event Date	Event Description
02/22/17	Pre-Proposal Conference
03/01/17	Questions Due
03/20/17	Solicitation Closing Date/Time
05/15/17	Notice of Intent to Award
05/25/17	Protest Period Ends

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Transcription Services: Academic, Braille, Legal, Medical,			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
06/01/17	05/31/19			
Extended Description: Transcription Services: Academic, Braille, Legal, Medical,				

EVALUATION CRITERIA

The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	400	
12	Minimum Req		

Terms and Conditions		
No.	Name	Section
004	Request for Proposals	

Solicitation Assemble 170007304	Document Phase Final	Document Description NASPO ValuePoint Transcription Services	Page 3 of 3
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004



The State of Alaska **Division of General Services**
In conjunction with



Request for Proposals

Alaska Solicitation Number 2017-0200-3356

NASPO ValuePoint Master Agreement for Transcription Services

February 8, 2017

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Attachments D	Client Reference Form
Attachment E	NASPO Sales Report Template
Attachment F	Anticipated Usage
Attachment G–X	Lead State and Additional Participating States' Terms and Conditions
Attachment Y	Evaluation Criteria and Contractor Selection

Administrative Information

Title:	Transcription Services
Project Description: (See Section 1.1)	The State of Alaska in conjunction with NASPO ValuePoint, is seeking Contractor (s) to provide services to convert speech; either live or recorded, into written or electronic text document for all Participating States.
Lead: (See Section 1.2)	Linda Polk, Contracting Manager Division of General services Po Box 110210 Zip Juneau AK 99811-0210 Linda.Polk@alaska.gov Phone 907-465-8292
Submit sealed Proposal: MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE ALASKA DIVISION OF GENERAL SERVICES PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: 333 Willoughby, 7 th floor Juneau AK 99801 Address for US Mail: PO box 110210 Juneau AK 99811-0210
Pre-Proposal Conference:	February 22, 2017 Time 9:00 AM – 12:00 PM AST
Pre-Proposal Conference Location: (See Section 2.3)	333 Willoughby Ave, 7 th Floor, DGS office Juneau AK 99801 WebEx and call in will be available, please register with the Lead State Contracting Manager to receive call in information.
Deadline To Receive Questions: (See Section 2.1)	March 1, 2017 3:00 PM AST
Question & Answers: See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted via email to Linda.Polk@alaska.gov . Question must be submitted by the question deadline date
Closing Date: (See Section 1.3)	March 20, 2017 3:00 PM AST
Initial Term of Contract and Renewals: (See Attachment A, Section 2)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN ATTACHMENT A SECTION 5 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL
Transcription Services
Solicitation # 2017-0200-3356

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Alaska, Division of General Services (Lead State) is requesting proposals for Transcription Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this solicitation is to establish master agreements with qualified Offerors to provide all transcription services for, general, medical, and legal records to convert speech; either live or recorded, into written or electronic text document for all Participating States. The objective of this solicitation is to obtain best value, and in some cases, achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement will be two (2) years with three (3) one (1) year renewal options as outlined in Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple Contractor s, at the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors, who can provide Medical, Legal, and General Transcription service for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a proposal on more limited geographical areas, but not less than one entire member state. Offerors must clearly describe the geographical limits (e.g. by State(s) name) if proposing a geographical area less than that of all member states. However, if an Offeror elects to submit a proposal for a single state then the Offeror must be willing to

supply the entire state and will not be allowed to add additional states following award or at any time during the term of the contract or any renewals.

The Lead State/sourcing team, with the assistance as deemed advisable of the relevant participating state (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas, (e.g. a single state) where judged to be in the best interest of the state or states involved.

1.2. Lead State, Solicitation Number and Lead State Contract Manager

The State of Alaska, Department of Administrations, Division of General Services, is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is **Solicitation #2017-0200-3356**. This number must be referred to on all proposals, correspondence, and documentation relating to the solicitation.

The Lead State contracting manager identified below is the single point of contact during this procurement process. Offerors and interested persons must direct to the Lead State contract manager all questions concerning the procurement process, technical requirements of this solicitation, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting master agreement. The Lead State contract manager designated by the State of Alaska is:

Linda Polk, Contracting Manager
State of Alaska, Division of General Services
PO Box 110210
Juneau AK 99811-0210
Linda.Polk@alaska.gov
Phone 907-465-8292 Fax 907-465-2205

1.3 Schedule of Events

Solicitation Release: February 8, 2017

Pre-Proposal Conference: February 22, 2017 9:00 AM – 12:00 PM AST

Question Deadline: March 1, 2017 3:00 PM AST

Answers to Questions Posted: March 8, 2017 3:00 PM AST

Solicitation Close: March 20, 2017 3:00 PM AST

Evaluation Period Begins: March 22, 2017

Notice of Intent to Award Issued: May 15, 2017

All times are Alaska Standard Time (AST) unless indicated otherwise.

1.4. Definitions

The following definitions apply to this solicitation.

Acceptance is defined by the applicable commercial code, except acceptance shall not occur before the completion of delivery in accordance with the order, and a reasonable time for inspection of the product.

Alaska Time unless otherwise stated, all references to time in this solicitation and any subsequent contract are understood to be Alaska Standard Time (AST)

Audio Time Coding is a reference to a particular time point in an audio file.

Burnt-in time code (BITC) allows access to a certain point in a video and matches with the timecode in the transcription.

Contractor means the person or entity delivering products or performing services under the terms and conditions set forth the master agreement.

Cost Sheet Matrix: Cost Sheet Matrix is included in solicitation. Prices listed must include all direct and indirect costs. Exclusion of any cost or pricing data requested on the Cost Sheet Matrix may result in proposals being deemed non-responsive.

Electronic Version/Copy means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the original hard-copy contains.

Embedded Software means one or more software applications which permanently reside on a computing device.

Encryption means the process of using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plan text by known technological means.

Evaluation Committee means an independent committee comprised of a majority of the state employees established to evaluate and score proposals submitted in response to this solicitation.

Exceptions mean a formal objection taken to any statement or requirement identified within this solicitation.

High Difficulty Level a file that contains several audio difficulties such as high noise level, non-American accent, poor audio quality, distorted audio etc.

Intellectual Property means any and all patents, copyrights, service marks,

trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State of Alaska.

Mandatory terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet mandatory items or factors may result in the rejection of the Offeror’s proposal.

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

Multiple Speaker when there are more than two speakers in an audio or video file.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Noisy Background files have been recorded in places with lots of noise in the background such as crowds, restaurants, etc.

Non-American Accent when audio files contain speakers with accents other than American.

Notice of Intent to Award (NOI) notification of the state’s intent to award a contract to a vendor pending successful negotiations.

Order/Purchase Order/Delivery Order means any purchase order, sales order, contract or other document used by a purchasing entity to order the products.

Offeror means the company or firm who submits a proposal in response to this solicitation.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating entity specific language or other requirements, e.g. ordering procedures specific to the participating entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a participating addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the solicitation as intending to participate. Upon execution of the participating addendum, a participating state becomes a participating entity; however, a participating state listed in the solicitation is not required to participate through execution of a participating addendum.

Product means any equipment, software (including Embedded Software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this master agreement.

Proposal means the official written response submitted by an Offeror in response to this solicitation.

Purchasing entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a participating addendum, who issues a purchase order against the Master Agreement and becomes financially committed to the purchase.

Request for Proposal or "RFP" means this document used to solicit proposals from potential providers for goods and services.

Security Event is an immediately reportable subset of security incidents described but not limited to

- (a) Suspected penetration of the Contractor's information system of which the Contractor becomes aware but for which it is not able to verify within twenty-four (24) hours of the time of becoming aware of the suspected incident.
- (b) Any indication, evidence or other security documentation that the Contractor's network resources, including but not limited to, software, network routers, firewalls database and applications servers, intrusion detection system or other security appliances may have been damaged, modified, taken over by proxy or otherwise comprised for which the Contractor cannot refute the indication within twenty-four (24) hours of the time the Contractor became aware of such indication.
- (c) A security breach of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to access to or use, disclosure, modification or destruction of unencrypted computerized data, and which incident materially compromises the security, confidentiality or integrity of confidential data.
- (d) The unauthorized acquisition, including but not limited to access to our site, disclosure, modification or destruction of unencrypted electronic confidential information of the purchasing entity by an employee or authorized user of the Contractor's system(s) which materially compromises the security, confidentiality or integrity of confidential information of the customer.

Speaker Tracking when tags are given to a distinct speaker.

Solicitation is an invitation for bids, a request for proposals, telephone calls or any

document used to obtain bids or proposals for the purpose of entering into a contract.

Sourcing Team is the group of procurement agents evaluating the proposals submitted by potential Contractor s.

Strict Verbatim when transcribing includes every word uttered or spoken such as ah's and umm's.

Subtitle Files are formatted and can be used as a YouTube caption file or with other video players.

Technical Response is an Offeror's entire response minus the Cost Sheet Matrix.

Transcription Services-General is transcription of audio or video recording proceedings included but not limited to, hearings, meetings etc.

Transcription Services-Legal is transcription of audio or video recordings of administrative hearings, unemployment or workers comp claims, IRS investigations, interrogations, witness statements, personal histories, police reports, law enforcement dispatch recordings, surveillance recordings, jailhouse recordings, etc.

Transcription Services-Medical is transcription of voice-recorded reports as dictated by physicians or other healthcare professionals.

Unauthorized Acquisition is a breach of security of the Contractor 's system. This includes, but not limited to: access to, use, disclosure, modification, or destruction of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by or on behalf of the purchasing entity.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this solicitation as potential users of the resulting master agreement: Idaho, Colorado, Oklahoma, Nebraska, Montana, and Tennessee. Other entities may become participating entities after award of the master agreement. State-specific terms and conditions that will govern each state's participating addendum are included in Attachments D-Y, or may be incorporated into the participating addendum after award.

1.7. Anticipated Usage

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. However, Attachment F summarizes the anticipated usage under the contract for each participating state. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this solicitation.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. RFP Question and Answer Process

All questions must be in writing and emailed to the Lead State contract manager, Linda Polk. Question(s) must be submitted by the question deadline, date and time shown in Section 1.3 (Schedule of Events). The Lead State may refuse to answer questions received after the question/answer deadline.

Questions regarding terms and conditions listed in this solicitation must also be submitted in writing by the deadline identified in the solicitation section 1.3. The Lead State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for the Lead State's consideration in content, context, and form with the Lead State's requirement that is being questioned.
- Explanation of how the state's acceptance of the recommended verbiage is fair and equitable to both the Lead State and the party submitting the questions.

Answers will be posted to the State of Alaska Online Public Notice website <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> as an amendment to the solicitation. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated. Offerors are cautioned about including context in questions that may reveal the source of questions.

2.2. RFP Addenda

Formal changes to this solicitation including, but not limited to, contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the State of Alaska's Online Public Notice (OPN) web site at <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> to obtain addenda or other information relating to the solicitation.

2.3. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in Section 1.3 (Schedule of Events) of this solicitation. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call-in number. **Those choosing to participate by phone must pre-register via e-mail to Linda Polk Linda.Polk@alaska.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register no less than twenty-four (24) hours prior to event start date.** Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participants own expense.

2.4 Assistance to Offerors with Disability

Offerors with a disability may receive accommodation regarding the means of communicating this solicitation or participating in the procurement process. For more information, contact the Lead State no later than ten days prior to the deadline for receipt of proposals.

2.5. Proposal Due Date

Proposals must be received by the posted closing date and time as described in the schedule of events in Section 1.3 of this solicitation. Proposals received after the deadline will be late and rejected.

2.6. Cancellation of Procurement

This solicitation may be canceled at any time prior to award of the master agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.7. State Not Responsible for Preparation Costs

The Lead State will not pay any costs associated with the preparation, submittal, presentations, or evaluations of any proposals.

2.8. Governing Laws and Regulations

This procurement is conducted by the State of Alaska, Department of Administrations, in accordance with the State of Alaska's Procurement Code (AS 36.30). These are available at <http://www.legis.state.ak.us/basis/statutes.asp#36.30>

2.9. Firm Offers

Responses to this solicitation, including proposed costs, will be considered firm for one hundred eighty 180 days after the proposal due date.

2.10. Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

Offerors must comply with all of the terms of the solicitation, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the solicitation.

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the Lead State may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended Offeror shall be rejected.**

2.11. Proposal Submission Instructions

Proposals must be received by the posted closing date and time listed in Section 1.3 of this solicitation. Proposals received after the deadline will be late and rejected.

Offerors must submit one MASTER hard copy of their proposal, in writing, to the contracting manager in a sealed package with the technical response of the proposal and the Cost Sheet Matrix sealed separately in the package. Both the technical response and the Cost Sheet Matrix must be clearly identified.

Additionally; Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the technical response of the proposal and the Cost Sheet Matrix saved in a separate file and clearly identified as Vendor Name-Technical Response file and Vendor Name-Cost Sheet Matrix File.

The sealed proposal package (s) must be addressed as follows:

Department of Administrations
Division of General Services
Attention: Linda Polk
Solicitation: 2017-0200-3356
Transcription Services

If using U.S. mail, please use the following address:

PO Box 110210
Juneau AK 99811-0210

If using a delivery service, please use the following address:

333 Willoughby, 7th Floor
Juneau AK 99801

If discrepancies are found between the MASTER and the Electronic copy, the "MASTER" hard copy will provide the basis for resolving discrepancies.

Prices must be submitted on the Cost Sheet Matrix (Attachment C) in Microsoft Excel format.

Offerors are solely responsible for ensuring that their proposals are received by the Lead State in accordance with these solicitation requirements, before the closing date and time, as specified in Section 1.3. The Lead State shall not be responsible for any delays in mail or by common carriers or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this solicitation will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this solicitation before the closing date and time.

Please Note: there are no overnight delivery services in Alaska.

Proposals shall NOT be submitted by facsimile.

2.12. Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.13. Proposal Content and Format Requirements

Proposals must be detailed and concise. Each proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this solicitation and must include a point-by-point response, structured in form and reference to the solicitation, addressing all requirements and the scope of work elements. Advertising and marketing material is not allowed.

The following information must be included in all proposals.

(a) **Authorized Signature.** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of this solicitation.

(b) All proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this solicitation.

1. **Executive Summary.** The one (1) or two (2) page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal including any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the proposal by reading the executive summary.
2. **Technical Response.** This section should constitute the technical response of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the solicitation and scope of work.
3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected information section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal response. Please enumerate all costs on the attached Cost Sheet Matrix. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being deemed non-responsive.

2.14. Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Lead State contracting manager at least ten (10) days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Lead State contracting manager, in writing, at least ten (10) days before the deadline for receipt of proposals.

2.15. Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The commissioner of the Department of Administrations reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The commissioner's determination regarding any questions of conflict of interest shall be final.

2.16. Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

2.17. Ownership or Disposition of Proposals and other Materials Submitted

All Proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a notice of intent to award is issued. Thereafter, proposals will become public information.

2.18. Confidential or Proprietary Information

Proposer should be aware that marking any portion of a proposal as “confidential”, “proprietary” or “trade secret” may exclude it from evaluation or considerations for award.

Any such information must be included in a separate section of the Offeror's proposal response clearly marked as "CONFIDENTIAL AND PROPRIETARY INFORMATION". Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide a reference in the proposal response directing the reader to the CONFIDENTIAL AND PROPRIETARY INFORMATION section. Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

Information included in the CONFIDENTIAL AND PROPRIETARY INFORMATION section of an Offeror's proposal is not automatically accepted and protected. All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State's open records statute, freedom of information act, or similar law.

Redacted Proposal Response

In the event an Offeror includes a CONFIDENTIAL AND PROPRIETARY INFORMATION section in their proposal response, an electronic redacted copy of the Offeror's proposal (as accepted) must be submitted with the final proposal (e.g. a best and final offer) or as otherwise directed by the Lead State. Offeror acknowledges that any information in the redacted copy of their proposal response will be made public.

2.19. Supplemental Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

If the Lead State fails to identify or detect supplemental terms or conditions that conflict with those contained in this solicitation or that diminish the state's rights under any contract resulting from the solicitation, the supplemental term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the solicitation, the term or condition of the solicitation will prevail; and

- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.20. Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

2.21. Human Trafficking

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the Lead State to reject the proposal as non-responsive, or cancel the contract.

Section 3: Evaluation and Award

3.1. Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

Minor informalities that may be waived by the contracting manager are those that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the solicitation;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

3.2. Discussions with Offerors

The Lead State may conduct discussions with Offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the solicitation and proposal. Discussions will be limited to specific sections of the solicitation or proposal identified by the contracting manager. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the contracting manager or the sourcing team. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contracting manager may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

3.3. Award of Master Agreement(s)

Award shall be made to the Offeror(s) whose proposal is the most advantageous to the State of Alaska and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this solicitation.

3.4. Evaluation Process

Phase 1: In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to solicitation requirements) will be eliminated from further consideration.

See Section 4: Administrative and Technical Response Requirements

- | | |
|---|-------------------------|
| <i>1. Meets Minimum Qualifications</i> | <i>Pass/Fail</i> |
| <i>2. Meets Minimum Requirements</i> | <i>Pass/Fail</i> |

Phase 2: Technical Proposal Evaluation (600 points)

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Experience and Capabilities	150 pts

Data Security & Confidentiality	200 pts
References	50 pts
Ability to meet Scope of Work	150 pts
Marketing	50 pts

Phase 3: Cost Proposal Evaluation:

<u>Evaluation Criteria</u>	<u>Points</u>
Cost	400 Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to costs. The points allocated for cost on the other proposals will be determined using the following formula.

(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

3.5. Notice of Intent to Award

After the completion of contract negotiations, the contracting manager will issue a written Notice of Intent to Award (NOI) and send copies to all Offerors. The NOI will set out the names of all responsive, responsible Offerors and identify the proposal selected for award. Once NOI is issued proposals, minus any approved confidential information, will become public information.

3.6 Application of Preferences:

Following the identification of the NASPO ValuePoint apparent successful Offeror(s), the State of Alaska will apply it's 5% Alaska Bidder preference, 5% Alaska Veteran Preference, 10% Alaskan Offeror preference and all other statutory and regulatory preferences that are claimed by eligible vendors.

If it is determined after the application of preferences that the apparent successful Offeror(s) are the same a Notice of Intent to Award will be issued and a Master Agreement will be negotiated and executed with the Offeror(s) and the State of Alaska may execute a participating addendum to enable purchases from the MA.

If it is determined after the application of preferences the ranking is different. A notice of Intent to Award will be issued and a National MA will be negotiated and executed with vendors not claiming State of Alaska preferences. This MA will be available for use by all governmental entities.

A state of Alaska-specific MA will then be negotiated and executed with vendors that did claim State of Alaska preferences for use by State of Alaska governmental entities. The state of Alaska must participate in the State of Alaska MA but may also choose to participate in the National MA.

3.7 Protest

AS 36.30.560 provides that an interested party may protest the content of the solicitation.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting manager at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting manager within ten (10) days after the date the notice of intent to award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting manager will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the

contracting manager, appeals, and hearings, will be conducted in accordance with the state procurement code (AS 36.30), Article 8 "Legal and Contractual Remedies."

3.8 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

3.9 Failure to Negotiate

If the selected Offeror fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or if the Offeror and the Lead State, after a good faith effort, simply cannot come to terms, the Lead State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Section 4: Administrative and Technical Response Requirements

4.1. Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

Minimum Experience: Offeror must have been in business for a minimum of three (3) years and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology, legal and general on a state, regional or nationwide bases.

Single Point of Contact. All Offerors must include a single point of contact in their proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement and the single point of contact for any participating entities wishing to sign a participating addendum.

Hours and submission methods Awarded Vendors must perform full service support for all regional areas awarded during normal business hours (working days, 8:00 a.m. – 5:00 p.m.)

Alaska Business License

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

4.2. NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement (s) resulting from this solicitation will constitute the final agreement except for negotiated terms and conditions specific to a participating entity's participating addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint standard terms and conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (**Attachment B**) and selected portions of the Offeror's proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master

Agreement terms and conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must include a statement in their proposal they have read and understand all of the terms and conditions as shown in the Master Agreement (**Attachment A**).

4.2.1 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each participating entity's state at the prescribed levels set forth in Section 20 of the NASPO ValuePoint Master Agreement terms and conditions, Attachment A. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 20.

4.2.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 5 of the NASPO ValuePoint Master Agreement terms and conditions, Attachment A. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 6 of NASPO ValuePoint Master Agreement terms and conditions, Attachment A.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within fifteen (15) days of Master Agreement execution. See Attachment E NASPO Sales Report Template

4.2.3 NASPO ValuePoint eMarket Center

To be eligible for award, the Offeror agrees, by submission of a proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punch-out site.

4.3 Lead State Terms and Conditions

Refer to Attachment G for the Lead State special terms and conditions that apply to this solicitation. Offeror shall indicate in their proposal that they have read and understand all of the requirements shown in the Lead State terms and conditions.

4.4 Participating State Terms and Conditions

As a courtesy to Offerors, some participating state specific terms and conditions are provided in Attachments G-X to this solicitation. These are for informational purposes only and will be negotiated with individual Participating States after award of the master agreement. Each State reserves the right to negotiate additional terms and conditions in its participating addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a participating addendum.

4.5 Technical Requirements

This section contains technical requirements pertaining to the transcription services contract. Other sections of this solicitation contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their proposal how their company meets (or exceeds) all requirements listed in Section 4 of this solicitation.

4.5.1 Experience and Capabilities – 150 Points

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this solicitation, including, at a minimum:

Offeror Profile

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Resume of key personnel who will be managing this contract
 - *A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this solicitation*
- e. Employee size (number of employees)
- f. Website
- g. Sales contact information
- h. Your client retention rate during the past 3 years
- i. A brief history of your company and the year it was founded
- j. Describe your company's growth, if any, during the past three years
- k. Offeror must describe which state or states they will service – information required but not evaluated.

Customer Service

- a. What are your hours of operation and when are key account people available to the Participating States?
- b. Describe how problem identification and resolution will be handled.

- c. Describe the system you will use to manage multiple accounts.
- d. What are your policy and procedures for responding to customer complaints and service issues?
- e. How do you assess customer satisfaction?
- f. What are your quality assurance measures and how are they handled in your organization?
- g. What measures do you take, if any, to ensure that you are not overloaded by a single large order?

Technology

- a. Describe your methods for order submissions, including online system, if any, that purchasing entities would use to place orders and receive results.
- b. Describe your ability and processes to support a decentralized system of orders submitted from many end users in multiple states and locations.
- c. Describe your file format requirements.

4.5.2 Data Security & Confidentiality – 200 Points

- a. What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII)?
- b. Describe your methods for handling and reporting security events.
- c. What policies and procedures do you follow to maintain confidentiality of all transcription files.

4.5.3 References – 50 Points

- a. Offeror shall provide complete and separate client reference form Attachment D for three references that are currently using or have previously used services of the type proposed in this solicitation. The references may include state governments or universities for whom the Offeror, preferably within the last three years, has successfully completed transcription services. A responsible party of the organization for which the services were provided to the client (the Offeror's customer) must provide the reference information and must sign and date the form. It is the Offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed may adversely affect the Offeror's score in the evaluation process.

Client reference forms exceeding the specified number will not be considered. The State may contact the client references for validation of the information provided in the client reference forms. If the state finds erroneous information, evaluation points may be deducted or the proposal may be rejected

4.5.4 Scope of Work -150 Points

- a. Offerors shall demonstrate in their proposal how they meet or exceed the requirements of each section of the scope of work in Attachment B. Offerors shall show each requirement and its response in their proposal.

4.5.5 Marketing of the NASPO ValuePoint Master Agreement- 50 Points

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.
- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- d. How will your company manage due dates for administrative fee payments and usage reports?
- e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

Section 5: Price and Cost Proposal- 400 Points

Cost in proposals will be evaluated independent of the technical evaluation. The Cost Sheet Matrix must be submitted to the Lead State as a separate document in Offeror's proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment C

Cost for the NASPO ValuePoint master agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C Cost Sheet Matrix. Prices and rates must be fully-burdened including all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other participating entities may vary and are expected to be addressed in the participating addenda.

5.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the master agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Attachment A Section 10 of the NASPO ValuePoint Master Agreement terms and conditions.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A participating entity's participating addendum ("PA");
- (2) NASPO ValuePoint Master Agreement terms & conditions;
- (3) A purchase order issued against the master agreement;
- (4) The Scope of work, Attachment B;
- (5) The solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

NASPO ValuePoint Program Provisions

2. Term of the Master Agreement

a. The initial term of this Master Agreement is for two years. This Master Agreement may be extended beyond the original contract period for three additional one year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of participating entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

3. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

4. Participants and Scope

a. Contractor may not deliver products under this Master Agreement until a participating addendum acceptable to the participating entity and Contractor is executed. The NASPO ValuePoint Master Agreement terms and conditions are applicable to any order by a participating entity (and other purchasing entities covered by their participating addendum), except to the extent altered, modified, supplemented or amended by a participating addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on orders, governing law and venue relating to orders by a participating entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some participating addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the participating addendum or, with the consent of the purchasing entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the purchasing entity to place the order.

b. Use of specific NASPO ValuePoint cooperative Master Agreement's by state agencies, political subdivisions and other participating entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those participating entities who have signed a participating addendum and purchasing entities within the scope of those participating addenda. Financial obligations of participating entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating entities who are states incur no financial obligations on behalf of other purchasing entities. Contractor shall email a fully executed PDF copy of each participating addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the master agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: term of the master agreement; amendments;

participants and scope; administrative fee; NASPO ValuePoint summary and detailed usage Reports; NASPO ValuePoint Cooperative program marketing and performance review; NASPO ValuePoint eMarketCenter; right to publish; price and rate guarantee period; and individual customers. Any such language shall be void and of no effect.

f. Participating entities who are not states may under some circumstances sign their own participating addendum, subject to the approval of participation by the Chief Procurement Official of the state where the participating entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a participating addendum is not a determination that procurement authority exists in the participating entity; they must ensure that they have the requisite procurement authority to execute a participating addendum.

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a participating addendum, purchasing entities may not resell products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a purchasing entity for products; sales of products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a purchasing entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

5. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint administrative fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint administrative fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint administrative fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by purchasing entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the participating addendum that is made a part of the master agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by purchasing entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint administrative fee percentage or the prices paid by the purchasing entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint administrative fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in participating addenda.

6. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation or in participating entities PAs, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/administrative fee reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) purchasing entity name; (4) purchasing entity bill-to and ship-to locations; (5) purchasing entity and Contractor purchase order identifier/number(s); (6) purchase order type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) purchase order date; (8) ship date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint cooperative development team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint cooperative development team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under participating addenda executed under this master agreement. The format for the detailed sales data report is shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the participating addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint cooperative development coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active participating addendum, states that Contractor is in negotiations with and any participating addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the master agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

7. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and participating addendum process, and the manner in which qualifying entities can participate in the master agreement.
- b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. Right to Publish

Throughout the duration of this master agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the master agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the master agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

11. Individual Customers

Except to the extent modified by a participating addendum, each purchasing entity shall follow the terms and conditions of the Master Agreement and applicable participating addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the master agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable participating addendum for their purchases. Each purchasing entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each purchasing entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in participating addenda and adapted to the purchasing entity’s rules and policies. The purchasing entity may in its sole discretion determine which Master Agreement Contractor s should be solicited for a quote. The purchasing entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each purchasing entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the purchasing entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this master agreement.

d. Contractor shall not begin work without a valid purchase order or other appropriate commitment document under the law of the purchasing entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the master agreement.

f. All Orders pursuant to this master agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the purchasing entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the Contractor ’s proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of orders placed shall be furnished solely to the authorized purchasing agent within the purchasing entity’s purchasing office, or to such other individual identified in writing in the order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this master agreement. Contractor is reminded that financial obligations of purchasing entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this master agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation or termination of this master agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this master agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery.

a. The prices are the delivered price to any purchasing entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the purchasing entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the purchasing entity placing the Order. Inside delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or purchase order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the purchasing entity placing the order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all products offered and furnished shall comply fully with all applicable federal and state laws and regulations.

15. Inspection and Acceptance.

a. Where the Master Agreement or an order does not otherwise specify a process for inspection and acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All products are subject to inspection at reasonable times and places before acceptance. Contractor shall provide right of access to the Lead State or to any other authorized agent or official of the Lead State or other participating or purchasing entity,

at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this master agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the purchasing entity related to the preparation and shipping of product rejected and returned, or for which acceptance is revoked.

c. If any services do not conform to contract requirements, the purchasing entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in order amount. When defects cannot be corrected by re-performance, the purchasing entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon acceptance.

16. Payment

Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a participating addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a state or political subdivision "Purchasing Card" with no additional charge.

17. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the master agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of acceptance that: (a) the product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the product is suitable for the ordinary purposes for which such product is used, (c) the product is suitable for any special purposes identified in the solicitation or for which the purchasing entity has relied on the Contractor's skill or judgment, (d) the product is designed and manufactured in a commercially reasonable manner, and (e) the product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

18. Title of Product

Upon acceptance by the purchasing entity, Contractor shall convey to purchasing entity

title to the product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the product shall include an irrevocable and perpetual license to use any embedded software in the product. If purchasing entity subsequently transfers title of the product to another entity, purchasing entity shall have the right to transfer the license to use the embedded software with the transfer of product title. A subsequent transfer of this software license shall be at no additional cost or charge to either purchasing entity or purchasing entity's transferee.

19. License of Pre-Existing Intellectual Property

Contractor grants to the purchasing entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or product, perform, display, and dispose of the intellectual property, and its derivatives, used or delivered under this master agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the pre-existing intellectual property.

General Provisions

20. Insurance

a. Unless otherwise agreed in a participating addendum, Contractor shall, during the term of this master agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each participating entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this master agreement's termination or, at a participating entity's option; result in termination of its participating addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial general liability covering premises operations, independent Contractor's, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable state worker's compensation or employer's liability insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a participating entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a

written endorsement to the Contractor 's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor 's liability insurance policy shall be primary, with any liability insurance of any participating state as secondary and noncontributory. Unless otherwise agreed in any participating addendum, other state participating entities' rights and Contractor 's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state participating entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any participating entity, result in this master agreement's termination or the termination of any participating addendum.

f. Coverage and limits shall not limit Contractor 's liability and obligations under this master agreement, any participating addendum, or any purchase order.

21. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by purchasing entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a participating entity, a purchasing entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor 's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a purchasing entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this agreement or final payment for any order placed by a purchasing entity against this agreement, whichever is later, or such longer period as is required by the purchasing entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, participating entity, or purchasing entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor 's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

22. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a product under this master agreement, be exposed to or acquire information that is confidential to purchasing entity or purchasing entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this master agreement, including, but not necessarily limited to (1) any purchasing entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of purchasing entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the confidential information by Contractor shall be treated in the same manner as the confidential information. Confidential information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by purchasing entity to others without restrictions similar to those imposed by this Master Agreement ; (3) is rightfully in Contractor 's possession without the obligation of nondisclosure prior to the time of its disclosure under this master agreement; (4) is obtained from a source other than purchasing entity without the obligation of confidentiality, (5) is disclosed with the written consent of purchasing entity or; (6) is independently developed by employees, agents or sub-Contractor s of Contractor who can be shown to have had no access to the confidential information.

b. Non-Disclosure. Contractor shall hold confidential information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose confidential information to third parties or use confidential information for any purposes whatsoever other than what is necessary to the performance of orders placed under this master agreement. Contractor shall advise each of its employees and agents of their obligations to keep confidential information confidential. Contractor shall use commercially reasonable efforts to assist purchasing entity in identifying and preventing any unauthorized use or disclosure of any confidential information. Without limiting the generality of the foregoing, Contractor shall advise purchasing entity, applicable participating entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of this Master Agreement , and Contractor shall at its expense cooperate with purchasing entity in seeking injunctive or other equitable relief in the name of purchasing entity or Contractor against any such person. Except as directed by purchasing entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any confidential information to any person, except in accordance with this master agreement, and that upon termination of this Master Agreement or at purchasing entity's request, Contractor shall turn over to purchasing entity all documents, papers, and other matter in Contractor 's possession that embody confidential information. Notwithstanding the foregoing, Contractor may keep one copy of such confidential information necessary for quality assurance, audits and evidence of the performance of this master agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any confidential information, will cause irreparable injury to purchasing entity that is inadequately compensable in damages. Accordingly, purchasing entity may

seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of purchasing entity and are reasonable in scope and content.

d. Purchasing entity law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any purchasing entity.

23. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the purchasing entity's public information laws.

24. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this master agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

25. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

26. Independent Contractor

The Contractor shall be an independent Contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other participating entities, or purchasing entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any participating addendum.

27. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any participating entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the participating addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a purchasing entity to indemnification by the Contractor, rights of payment for products delivered and accepted, rights attending any warranty or default in performance in

association with any order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

28. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of god, or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the master agreement.

29. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this master agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this master agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this master agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this master agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this master agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the participating addendum, in the event of a default under a participating addendum, a participating entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the master agreement, in addition to those set forth in its participating addendum. Unless otherwise specified in a purchase order, a purchasing entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable participating addendum with respect to an order placed by the purchasing entity. Nothing in these Master Agreement terms and conditions shall be construed to limit the rights and remedies available to a purchasing entity under the applicable commercial code.

30. Waiver of Breach

Failure of the Lead State, participating entity, or purchasing entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or participating addendum. Any waiver by the Lead State, participating entity, or purchasing entity must be in writing. Waiver by the Lead State or participating entity of any default, right or remedy under this Master Agreement or participating addendum, or by purchasing entity with respect to any purchase order, or breach of any terms or requirements of this Master Agreement, a participating addendum, or purchase order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, participating addendum, or purchase order.

31. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this master agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

32. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO cooperative purchasing organization LLC (doing business as NASPO ValuePoint), the Lead State, participating entities, and purchasing entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or sub-Contractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – intellectual property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, participating entities, purchasing entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of

the claim that the product or its use, infringes intellectual property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the product with any other product, system or method, unless the product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the product; or

(c) reasonably required, in order to use the product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the product in combination with such product, system or method.

(2) The Indemnified party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual property claim, it shall have control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this master agreement.

33. No Waiver of Sovereign Immunity

In no event, shall this master agreement, any participating addendum or any contract or any purchase order issued thereunder, or any act of the Lead State, a participating entity, or a purchasing entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the constitution of the united states or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the participating entities who are states only to the extent congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign

immunity and immunity based on the eleventh amendment to the constitution of the United States.

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any participating addendum or order against the Master Agreement shall be governed by and construed in accordance with the laws of the participating entity's or purchasing entity's state.

b. Unless otherwise specified in the solicitation, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any order placed against the Master Agreement or the effect of a participating addendum shall be in the purchasing entity's state.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a participating state if a named party; the state where the participating entity or purchasing entity is located if either is a named party.

35. Assignment of Antitrust Rights

Contractor irrevocably assigns to a participating entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a participating entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or participating addendum, including, at the participating entity's option, the right to control any such litigation on such claim for relief or cause of action.

36. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, contract provisions for Non-Federal entity contracts under federal awards, orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery. These federal requirements may be proposed by participating entities in participating addenda and purchasing entities for incorporation in orders placed under this master agreement.

(November 2015)

Attachment B: Scope of Work (See Section 4.5.4.)

A.1. General Transcription Services

1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor (s) within this scope of work of this solicitation.
2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The Lead State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The Lead State will document in writing the reason(s) for any rejection of personnel.
3. The Contractor shall have the capability of providing audio to text and video to text.
4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.
5. The Contractor shall establish a secure file transfer protocol (SFTP) website for use in transferring documents to and from the participating entity.
6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP site. Participating entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
7. The participating entity shall be given the opportunity to review, approve and accept all work ordered and received by the participating entity. All materials for review shall be delivered to the participating entity via the Contractor 's SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.
 - a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any participating entity requires retypes or corrections, the Lead State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
8. Deliverable deadlines shall be agreed upon by participating entity and Contractor prior to order placement.
9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.
 - a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the participating entity.
 - b. The Contractor shall have the capability to generate reports from the log as requested by the participating entity. Reports shall be delivered to participating entity via the SFTP site or email as requested by the participating entity.
10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.
11. The Contractor shall be held responsible for the security of its premises and assumes all risk.

12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the participating entity.
13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.
 - a. Dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).
 - b. Must have capability of single speaker dictation and multiple speaker recordings.
14. All recordings must be able to be paused, rewound, and fast-forwarded.
15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the participating entity.
16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.
17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.
18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the participating entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.
19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.
 - a. The participating entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;
 - b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor's operations. However, the Contractor shall immediately notify the Lead State contact, and ordering agency of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and
 - c. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor's privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.
20. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate

response.

21. All services shall be performed in the United States.

A.2. Medical transcription services

22. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
23. The format shall be specified by the participating entity.
24. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.
25. The Contractor shall destroy medical transcriptions in compliance with the Participating State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
26. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the participating entity.
27. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
28. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy and medications.
29. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDl) industry standards.

A.3. Legal Transcription Services

30. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

A.4. Optional Transcription Services

31. If the Contractor provides optional transcription services, such as braille or insurance services the participating entity may provide a written request for these services to the Contractor.

Cost Sheet Matrix: Attachment C

Cost for the NASPO ValuePoint master agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C cost sheet matrix. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the contractor's performance.

The lead state is exempt from federal excise taxes and no payment will be made for any taxes levied on the offeror's employee's wages. The lead state will pay for any applicable lead state or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other participating entities may vary and are expected to be addressed in the participating addenda.

The prices, rates and costs proposed in the offeror's response will be valid for a minimum of the initial term of the master agreement. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the lead state if the master agreement is renewed after the initial term. The offeror must explain the proposed process to implement cost changes, and how the lead state will be notified.



Attachment C Cost
Sheet Matrix .xlsx

Attachment D

CLIENT REFERENCE FORM

- A complete and separate Client Reference Form must be provided for each reference.
- Offeror must complete the first part of the Client Reference Form, filling in the information for Company (Offeror) Name, Company (Offeror) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Client) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Offeror's proposal.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted or the proposal may be rejected.

Client Reference Form

Offeror Information

Company Name (Offeror):	Company (Offeror) Address:
Name of Project:	

Client Information

Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email address:
Reference <u>Signature</u> & Date:	

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Offeror) role and responsibilities within the project.

1. Briefly describe the services provided by the company identified above.

2. Rate each of the following concerning this company's performance using the ratings below:

- S – Strongly Agree/Very Positive
- A – Agree/Positive
- N – Neutral
- D – Disagree/ Negative
- F – Failed

Rating

- _____ A. This company ensured the project deliverables were completed on time and within the agreed budget.
- _____ B. This company provided the appropriate resources to the project.
- _____ C. This company was knowledgeable in providing the services.
- _____ D. The business relationship with this company was positive and cooperative, versus negative and adversarial.
- _____ E. This company provided open, timely communications, and was responsive to our needs and requirements.
- _____ F. I would choose to work with this company again.

Additional Comments:

Attachment D

Client Reference Form



Attachment D
CLIENT REFERENCE F

Attachment E

NASPO Sales Report Template



Attachement E
Copy of NASPO Val.



Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for NASPO ValuePoint cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from NASPO ValuePoint Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-13 format or an equivalent approved by the NASPO ValuePoint Cooperative Development Team.

Field Name	COL #	Field Description	Data Type	Field Size
VENDOR NAME	A	Name of Vendor		
VENDOR CONTRACT NUMBER STATE	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	5
	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric	2
	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
CUSTOMER TYPE (SEGMENT)				
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric	8
SHIP DATE	R	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	S	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	U	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	V	Product description of purchased product	Alpha Numeric	60
UNSPSC	W	Commodity-level code based on UNSPSC code rules	Alpha Numeric	8

LIST PRICE/MSRP/CATALOG PRICE	X	Last Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Y	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Z	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	AA	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)	Numeric	13
NASPO VALUEPOINT ADMIN FEE	AB	Administrative Fee based on Total Price - US Currency (\$999999.999)	Numeric	13
VAR/Reseller/Distributor	AC	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric	30
Energy Star Compliant	AD	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	AE	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1
Optional	AF		Alpha Numeric	60
Optional		[ADDITIONAL OPTIONAL COLUMNS MAY BE ADDED BASED ON APPROVAL FROM WNCDT]	Alpha Numeric	60

August 14, 2009

Attachment F

Anticipated Usage

(NASPO ValuePoint will gather from other states)

Attachments G-X: Lead State and Additional Participating States' Terms and Conditions

(NASPO ValuePoint will gather from other states to be inserted prior to posting)

Alaska Additional Terms and Conditions



Attachment G State
of Alaska Specific Te

Attachment G State of Alaska Specific Terms and Conditions:

Contractor agrees to provide an Administrative Fee to the State of Alaska for all net sales made under Alaska's Participating Addendum.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

Attachment Y Evaluation Criteria and Contractor Selection

The total number of points used to score this proposal is 1000

Sec. 4.5.1 Experience and Capabilities Section 150 pts

- 1) Do key personnel assigned to manage this contract have experience on similar projects?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals who will be managing this contract?
- 3) How extensive is the applicable education and experiences of the personnel designated to manage this contract?
- 4) How will does the offeror demonstrate the ability to service multiple accounts?
- 5) Does the offeror have adequate policies and procedures for responding to customer complaints?
- 6) Does the offeror demonstrate adequate quality measures in their organization?
- 7) Does the offeror demonstrate adequate problem identification and resolutions procedures?
- 8) Does the offeror demonstrate an ability to handle large volume orders without becoming overloaded?
- 9) Were the methods for order submissions adequate to meet the service needs for this contract?
- 10) Does the offeror have the ability to support a decentralized system of orders submitted from any end users in multiple states and locations?

Sec. 4.5.2 Data Security & Confidentiality 200 pts

- 1) Does the offeror describe adequate measures to protect sensitive customer information and the ability to comply with federal requirements such as HIPAA and PII?
- 2) Does the offeror describe adequate measures for handling and reporting security events?
- 3) Does the offeror have adequate policies and procedures in place to maintain confidentiality of all transcription files?

Sec. 4.5.3 References 50 pts

- 1) Did the offeror provide 3 references that have used services of the type proposed in this solicitation?
- 2) Were the references provided favorable for the offeror?

Sec 4.5.4 Scope of Work 150 pts

- 1) Did the offeror demonstrate the ability to meet or exceed the requirements of each section of the scope of work?

Sec 4.5.5 Marketing of the NASPO ValuePoint Master Agreement 50 pts

- 1) Was the offeror's plan to promote the use of the Master Agreement acceptable?
- 2) Did the Offeror's market plan give adequate detail to integrate the Chief Procurement Officer's permission into the marketing plan?
- 3) Did the offeror give detail on opportunities or challenges with working with NASPO ValuePoint staff to engage in strategies for promoting the master agreement?

Attachment Y

Evaluation Criteria and Contractor Selection



Attachment Y
Evaluation Criteria a

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 2.27.2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 1

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: it is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment lists questions submitted by potential bidders as of February 24, 2017; including the states response to the questions.
 - a. **NOTE** the Question answer period end date did not change, the state is still accepting questions until the due date listed in section 1.3 Schedule of Events.
2. This amendment addresses changes to Sections;
 - Amendment to section 1.6 Additional language added
 - Amendment to section 2.21. Additional language added
 - Amendment to section 4.1 Additional language added
 - Attachment A Section 24 (a) Additional language added
 - Amendment to attachments G-J additional state's T & Cs added
 - Amendment to attachment C cost sheet matrix:

(NOTE: Vendors must use amended cost sheet matrix when submitting their proposals< Vendors that do not use the amended cost sheet matrix may be found non-responsive)

Amendment to section 1.6

Additional states requesting to be named in this solicitation as potential users are **Rhode Island** and **Illinois**.

Amendment to section 2.21

By signature of this solicitation, the bidder/offeror certifies that their company is resident and organized inside the United States and all their services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

Amendment to section 4.1 Mandatory Administrative and Technical Response Requirements.

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal, the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience may be considered in determining whether the offeror meets the requirements set forth in **section 4.1 minimum experience**:

If subcontractors are being used to meet the minimum requirements, the subcontractor must satisfy such minimum requirements for such work on its own merits and without regard to, or in combination with, the experience of Offeror. The Offeror must also provide three letters of references for such subcontractor in accordance with Section 4.5.3 with respect to such subcontractor's scope of work.

Where a subcontractor is being used to meet the minimum requirements, Offeror's Proposal shall describe:

- i) the process used to assess the Subcontractor's ability to perform their scope of work;
- ii) the current and/or past work experience the Bidder has with the Subcontractor and any projects the Bidder and the Subcontractor have teamed together on in the past; and,
- iii) any teaming, co-development and integration (or similar) types of agreements with the Subcontractor, including the term thereof.

In addition: the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract and that all services rendered will be completed in the united states.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Attachment A section 24 (a)

- (a) **Awarded** contractor shall not assign, sell, transfer, **change or add** subcontractors or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State

Amendment to Attachment G-J

Additional Participating States Terms and Conditions have been added at attachment J-2 for Rhode Island.

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
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Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/10/2017

RFP TITLE: **Transcription Services RFP 170007304**

AMENDMENT 2

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: Any contradicting language between amendment 1 and amendment 2, amendment 2 will supersede. It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment lists questions submitted by potential bidders as between February 25-March 1; and includes the states response to the questions.**
- 2. This amendment addresses changes to Sections;**
 - Amendment to section 1.1: Section 1.1 has been removed and replaced in its entirety with this amendment.**
 - Amendment to section 1.4 Additional Language added.**
 - Amendment to section 4.1 Alter, remove and add additional language.**

Amendment to section 1.1

The State of Alaska, Division of General Services (Lead State) is requesting proposals for Transcription Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this solicitation is to establish master agreements with qualified Offerors to provide all transcription services for medical or legal/general records to convert speech; either live or recorded, into written or electronic text document for all Participating States. The objective of this solicitation is to obtain best value, and in some cases, achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The master agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement will be two (2) years with three (3) one (1) year renewal options as outlined in Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple Contractors, at the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors, who can provide Medical, Legal, and General Transcription service for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a proposal for limited services. Limited services shall be limited to either medical only or Legal/General only, all other services may be offered under Optional Transcription Services. In order to submit a proposal, Offeror must supply their proposed services in **all** of the 50 states, the District of Columbia and the territories of the United States to all state governments, (including departments, agencies, institutions), Institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities etc.), the District of Columbia, territories of the United States, and other eligible entities. Offerors proposing on limited services, i.e. medical only or legal/general only, will not be allowed to add additional services following award or at any time during the term of the contract or any renewals.

The Lead State/sourcing team, with the assistance as deemed advisable of the relevant participating state (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas, (e.g. a single state) where judged to be in the best interest of the state or states involved.

Amendment to section 1.4

Subcontractor is any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor and another subcontractor.

Amendment to section 4.1

Minimum Experience: Offeror must have been in business for a minimum of three (3) years and performed services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex medical terminology or legal and general on a regional or nationwide basis.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 3

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment addresses changes to Sections 1.3 Schedule of Events.

- **Amendment to section 1.3: New solicitation close date and Evaluation period begin date:**

1.3 Schedule of Events

Solicitation Release: February 8, 2017

Pre-Proposal Conference: February 22, 2017 9:00 AM – 12:00 PM AST

Question Deadline: March 1, 2017 3:00 PM AST

Answers to Questions Posted: March 10, 2017 3:00 PM AST

Solicitation Close: March 23, 2017 3:00 PM AST

Evaluation Period Begins: March 24, 2017

Notice of Intent to Award Issued: May 15, 2017

All times are Alaska Standard Time (AST) unless indicated otherwise



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/14/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 4

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

1. This amendment addresses changes to Attachment C. Cost Sheet Matrix
Cost sheet Matrix version 3 attached. Cost sheet matrix was amended to allow for vendor to quote pricing to the third decimals place.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

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DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 5

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix**
Cost sheet Matrix version 4 attached. Cost sheet matrix was amended to unlock additional cells.



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/15/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 6

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: It is the proposer's responsibility to review and accept all amendments to this solicitation.

- 1. This amendment addresses changes to Attachment C. Cost Sheet Matrix
Cost sheet matrix version 5 attached. Amended to increase the size of total cells.**



Department of Administration
Division of General Services
7th Floor State Office Building
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 03/28/2017

RFP TITLE: Transcription Services RFP 170007304

AMENDMENT 7

IMPORTANT NOTE TO OFFERORS: Only the following items referenced in this amendment are to be changed. All other sections of the RFP remain the same.

NOTE: *It is the proposer's responsibility to review and accept all amendments to this solicitation.*

This amendment addresses changes to sections

- 1.3 Schedule of events
- 2.11 Proposal submission
- Cost to points calculation – Cost Sheet Matrix

Amendment to 1.3 Schedule of Events

Solicitation close date is March 31 2017 3:00 AST

Amendment to section 2.11 Proposal Submission Instructions.

Cost sheet matrix only can be emailed to General Services (doa.dgs.info@alaska.gov)

Amendment to Cost Sheet Matrix

The state will be using Final Service Types Totals listed in Cell S15 only and in place of Cell S21 when calculating costs to points.

Cost to points will be calculated separately per services offered.

	Vendors's Proposed Total	Total Cost Points
Medical/Legal/General Lowest Cost Vendor		400
B: Vendor		#DIV/0!
C: Vendor		#DIV/0!
E: Vendor		#DIV/0!
Legal/General Lowest Cost Vendor		400
B: Vendor		#DIV/0!
C: Vendor		#DIV/0!

Medical Lowest Cost Vendor	400
B: Vendor	#DIV/0!
C: Vendor	#DIV/0!

Costs listed in Additional Transcriptions Services will not be used in the cost to points calculation formula and will not be assigned points. Awarded contractors will be held to any costs stated in this section. If no costs are declared in this section awarded contractors will not be allowed to charge for these services.

*****NOTE: If already submitted proposals and do not wish to make changes to your cost sheet you are not required to submit a new sheet. The state will use their Service Types Totals listed in Cell 15 of the already submitted proposals. *****