

INVITATION FOR BIDS

IFB# 1916001

Issue Date: December 4, 2015

Commodity Code: 96172

Title: Transcription Services

Issuing Agency: Commonwealth of Virginia
Workers' Compensation Commission
1000 DMV Drive
Richmond, VA 23220

Using Agency: Commonwealth of Virginia
Workers' Compensation Commission
1000 DMV Drive
Richmond, VA 23220

Period Of Contract: January 1, 2016 through December 31, 2017, Renewable for Four (4) successive one year renewal periods..

Sealed Bids will be received until 2:00pm on December 14, 2015 for furnishing the services described herein and then opened in public.

All inquiries for information should be directed to Bruce Harris, Procurement & Operations Supervisor, 804-205-3062, bruce.harris@workcomp.virginia.gov.

IF BIDS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation for Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS# _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

Email address: _____

Telephone Number: (____) _____

* Pre-Proposal Conference: Omitted.

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I. **PURPOSE:** The purpose of this Invitation for Bids (IFB) is to establish a term contract with one qualified contractor to provide transcription services of hearings for the Virginia Workers' Compensation Commission, an agency of the Commonwealth of Virginia.

II. **BACKGROUND:** The primary functions of the Workers' Compensation Commission are to process and adjudicate claims, provide information and monitor awards in workers' compensation cases.

The Code of Virginia requires that to be eligible for benefits under the Workers' Compensation Act an employee must be disabled and/or incur medical expenses from a work related accident or occupational disease. The type and duration of benefits payable under the Act and filing periods are statutory. There is no limit on the number of persons eligible to receive benefits.

The Commission administers the Uninsured Employer's Fund (65.2-1200 to 1206, Virginia Workers' Compensation Act) that pays workers' compensation benefits when an uninsured employer is unable to meet the financial requirements of compensating an injured employee. The Fund also pays compensation benefits to injured employees of self-insured employers and members of group self-insurance associations when the employer or its surety is unable to satisfy the claim in whole or part. A significant amount of medical expenses can be incurred on a claim prior to notice being given to the Uninsured Employer's Fund and an award entered. Funding for the Uninsured Employer's Fund comes from a tax assessed against insurance companies and self-insured employers.

III. **SCOPE OF WORK:** The Contractor shall provide all labor and materials necessary to provide transcription of workers' compensation hearings. **NOTE: Contractor must currently possess infrastructure necessary to perform transcription tasks associated with this RFP. Please include information on your current procedures and means for addressing the scope of this IFB in your response.**

Hearings are digitally recorded using For The Record (FTR) software in a four-track configuration on laptop PCs. Transcription software from FTR must be used to process these hearings. Please visit their website, <http://www.fortherecord.com>, for more information on hardware and software requirements. Please note that standard dictation/transcription equipment will not work for transcription. FTR software is necessary to view the supplied notes provided by the bailiff during recording.

Transcripts must adhere to the style and font characteristics of the attached sample transcription. VWC Staff will create a zip file of all audio files and documents associated with each hearing to be transcribed and will upload that file to the Firm's secure server. The Firm will transcribe the hearings from the audio file uploaded to their secure server, create a PDF of the transcript, and ready this copy for download by the VWC from the secure server. After the transcript has been received and verified for accuracy by the VWC, the VWC will delete the zip file containing all hearing documentation from the secure server. Files are uploaded by the VWC every couple of weeks. Completed transcripts are due within two weeks of upload date.

The Commission currently has approximately 3,000 pages transcribed each month. Completed transcripts vary greatly in their number of pages, ranging from two to 300 pages each. All quantities listed are estimates only and are provided for informational purposes. They should not be construed to represent a minimum or maximum quantity to be transcribed on any given month, but are averages of the historic data from the past year.

All media, associated documents, and transcripts remain the property of the Commission. The Contractor shall be bound not to disclose, sell or otherwise communicate the content of the media, associated documents, and transcripts to any person or source other than the Commission.

IV. **PRE-BID CONFERENCE:** Omitted.

V. **GENERAL TERMS AND CONDITIONS:**

The following are mandatory General Terms and Conditions. Bidders shall indicate compliance in their Technical Response.

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid in the format provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provisions of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the agency with all vouchers and records of expenses incurred and savings realized. The agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the agency within thirty (30) days from the date of receipt of the written order from the agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the

Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- R. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved; the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring Contractor to obtain Commercial General Liability coverage.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the agreement.
- W. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VI. SPECIAL TERMS AND CONDITIONS:

1. AWARD: The Commonwealth shall make the award on a total sum basis to the lowest responsive and responsible Bidder. The purchasing office reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
4. CANCELLATION OF CONTRACT: The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the Contractor's information services, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
6. CONFIDENTIALITY (Contractor): The Contractor assures that information and data obtained as to personal facts and circumstances related to clients or debtors will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project may be required to sign a confidentiality statement.
7. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder Due Date Time

Street or Box Number IFB Number

City, State, Zip Code IFB Title
Name of Buyer _____

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids may be hand delivered to the designated location in this solicitation. No other correspondence or other proposals should be placed in the envelope.

8. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms and conditions of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration.

VII. METHOD OF PAYMENT:

Payment for services will be made based on invoices submitted for translation services provided. Invoices shall indicate the contract number, services being billed, case number, pages translated for each case, cost per transcript, and total cost of invoice. Invoices shall be sent to: Virginia Workers' Compensation Commission, 1000 DMV Drive, Richmond, Virginia, 23220, Attention: Accounts Payable.

XI. **PRICING SCHEDULE**: The Bidder agrees to provide these services in compliance with the Scope of Work and terms and conditions at the following price:

Cost Per Page Transcribed: _____

ATTACHMENT A

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT B DATA SHEET

1. QUALIFICATION OF OFFEROR: The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements identified within. It is the responsibility of the offeror to provide sufficient information in their proposal to enable the evaluation panel to determine the offeror's qualification.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business and providing this type of service: _____ Years _____ Months

3. REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided similar services as described within. Include the date service was furnished and the name and address of the person the evaluation panel should contact. Offeror must validate the contact information prior to submission of proposal. The evaluation panel will not be obligated to request missing information and/or request correct contact information, etc. Provide a brief narrative statement for each reference describing the service provided. Expand on this format as needed. (If this information is included elsewhere in your firm's proposal, you may refer to the location of this information.)

CLIENT	ADDRESS	PERSON TO CONTACT
_____	_____	_____
Date: _____	_____	Ph# _____ Fax# _____
Describe project & relativity to this RFP:		Email: _____
_____	_____	_____
Date: _____	_____	Ph# _____ Fax# _____
Describe project & relativity to this RFP:		Email: _____
_____	_____	_____
Date: _____	_____	Ph# _____ Fax# _____
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ATTACHMENT C

- 1. Details of layout for each transcript**
- 2. Sample Transcript**

Margins: 1" on the left and right
1" top and bottom

Page number: On the center of page

Line spacing: Double

Font: Courier New

Font Size: 12

Indentations:

During statements:

Deputy Commissioners and Attorneys who are speaking are underlined in all caps on the far left margin.

During testimony:

Deputy Commissioners and Attorneys who are speaking are underlined in all caps in the center of the page.

Other information: In the upper right of every page list our file number (Except the first page). Example: JCN VA00000123456

In the bottom right of every page; Type if the current page is either in statements or testimony. If it is testimony list by who is the current witness on the stand. Example: Mark Caton, Claimant or Jeremy Smallwood, Witness (You can get a better picture by looking at the sample you received)

On every file we will attach a sheet of all parties involved in the case and which attorney represents who.

VIRGINIA:

IN THE WORKERS' COMPENSATION COMMISSION

TIFFANY MCDANIEL v. QUEENEY ENTERPRISES, INC.
VANLINER INS CO, Insurance Carrier
Vanliner Insurance, Claim Administrator
Jurisdiction Claim No. VA00000641292
Claim Administrator File No. 120896
Date of Injury May 25, 2012

Tiffany McDaniel, Claimant, Pro Se

Andrew H. D. Wilson
Counsel for the Defense

Hearing before Deputy Commissioner WILDER in Virginia Beach,
Virginia on September 1, 2015

All witnesses being duly sworn, the following testimony was
taken:

DEPUTY COMMISSIONER WILDER:

The hearing in the claim of Tiffany McDaniel versus Queeney Enterprises, Incorporated, Employer; Vanliner Insurance Company, Insurer. Jurisdiction Claim Number VA00000641292 is on the record. We're here today on the Claimant's application. The particulars of this application. The agreements and the Defenses are contained in what's been marked as C that Commission's Exhibit 1. We have a medical records designation from the Defendant's, actually, yes that has been marked and received as their Exhibit Number 1. And also the transcript of

and a designation of the deposition of the Claimant. That has been marked and received as Defendant's Exhibit Number 2. Since the Claimant appears pro se, we'll waive the requirement that she filed a designation and receive all the medical records in the Commission's file as provided by the Rule 2.2B4 of the Rules of Commission. Representing the Defendant's is Andrew H. D. Wilson, Esquire. We have sworn in the claimant, she is the only witness to testify. And I'll go ahead and take her testimony. Ms. McDaniel come up here to the witness stand, we'll take your testimony from here.

MS. TIFFANY MCDANIEL:

BY DEPUTY COMMISSIONER WILDER:

Q. Okay. Let me get you to state your full name.

A. Tiffany Lorena (ph.sp.) McDaniel.

Q. What is your current address?

A. 5009 Broad Street, Virginia Beach, uh, 23462.

Q. What is your date of birth?

A. 7/9/80.

Q. And your Social Security Number?

A. 565-61-9497.

Q. Okay. Now you had an accident on May 25th, 2012, that's been the subject of prior proceedings here at the Commission and there was a determination at that time concerning the compensability of that injury. I'm going to focus on the injury

itself now. I wanna talk about the claim you filed that brings up here today. As I understand that is to get the approval of surgery?

A. Yes sir.

Q. Okay. To what part of your body?

A. SI joint, right side.

Q. Okay. Lower back?

A. Yes.

Q. And who, to your understanding has recommended this surgery? Whose medical record should I be looking at?

A. Doctor Fox.

Q. Okay. And has Doctor Fox treated you as your primary treating physician since this injury?

A. No.

Q. Okay. When did he start treating ya? Approximately, I don't need to know the exact date.

A. March or April, somewhere around there this year.

Q. This year?

A. Yes sir.

Q. Okay. Who was treating you before that?

A. Doctor Aldridge.

Q. And was he the doctor who treated you primarily from the accident date...

A. Yes.

Q. ...up until earlier this year?

A. Yes. Him and Doctor Hoff are in the same practice but yes, he was.

Q. Um, how is it that you got from Doctor's Aldridge's care to Doctor Fox's care?

A. Because Doctor Aldridge recommended surgery also and then he saw, or surveillance video of me just walking and decided that I didn't need surgery any more. So I came back to court and got a change of doctor with you.

Q. And since you've seen Doctor Fox have you seen any other physicians for your lower back?

A. No, I haven't.

Q. Okay. Did the Defendant send you to anybody for an examination?

A. Yes, I went and saw Doctor Byrd.

Q. And when did you see Doctor Byrd, approximately again, not critical the exact date?

A. August.

Q. Okay. Sometime in the last (unin)?

A. Yes.

Q. Okay. Other than Doctor Fox and Doctor, or since you were last here before the Commission have you seen any physicians for your back?

A. No.

Q. Okay. What problems have you had in your back that make you feel that surgery might be beneficial?

A. There's limited walking, not being able to sleep, just normal things, sitting for too long, standing for too long. I don't grocery shop anymore, do laundry, any kind of housework, it's, it's everything that I used to do I'm very limited in it or can't do it at all.

Q. Have you continued working for the Employer?

A. Yeah, uh, no, not the, not the Employer, not

Q. Okay. Have you worked someplace else?

A. Yeah, I do work someplace else.

Q. Has Doctor Fox given you any time table for when he would except to schedule surgery once approval was done?

A. I think they said two or three weeks after I get approval then they'd schedule the surgery.

Q. Any idea of how long you might be disabled after that?

A. He said I'd be out of work seven to ten days depending on me and then I couldn't walk for six weeks and then I would start walking after the six weeks.

Q. All right. Is there anything else that you need to tell me about the surgery that you want to under go?

A. Just that before Doctor Aldridge also recommended it and I read Doctor Byrd's medical records and he said he thinks it's lumbar but when I first saw Doctor Aldridge he also thought it

was lumbar because of my MRI and he did a steroid shot in my L5 disc and it didn't help the pain at all that why he switched from my lumbar to my SI joint and that's where I started getting the shots that relieved the pain temporarily. And he least two years ago or maybe even last year about this time, he did a lidocaine shot in my SI joint, which relieved all my pain for six hours and when I went back and saw that's probably how it will be after you have surgery. That's what he recommended, surgery also.

Q. Okay. But I understand in contrast to the lumbar injections that the S I injections provided at least some temporary relief?

A. Yes sir.

Q. You didn't get any relief at all from the lumbar injections?

A. Not at all.

Q. Okay. And the S I injects were temporary at best?

A. Yes.

Q. But they would eventually return?

A. Yes.

DEPUTY COMMISSIONER WILDER:

All right. Cross?

MR. ANDREW WILSON:

Two more.

MS. TIFFANY MCDANIEL:
BY MR. ANDREW WILSON:

Q. Ms. McDaniel you're able to work despite the problems with your back, is that right?

A. Yeah. But only because my boss lets me get up and down, move when I need to, stop working to sit down or whatever I need to do, so yes, I continue to work

Q. Okay. And you've been working for two years as a billing and booking clerk for OK Moving and Storage?

A. That's correct.

Q. And you're able to take a shower, dress yourself, those kinds of things?

A. Oh yeah.

Q. And your back problems haven't caused you to have any kind of incontinence or that kinda thing?

A. No.

Q. And you can generally bend your back forwards and backwards and side to side?

A. To a point. Not as far as I used to.

Q. Okay. And you're presently not doing any exercises for your back?

A. No, I'm not.

Q. Okay. And Doctor Byrd who you'd mentioned examined you, was very thorough with you, and took a good part of your day to examine you and...

A. The only thing that when Doctor Fox reviewed his medical records there was a test he did where you like pull your leg up and it's like a chicken wing, I don't know what kinda test it's called and when he did that he popped my back and I said ow, that hurts a lot please stop and then Doctor Fox said he read-- read the medical records where he said that didn't hurt me.

Q. Okay.

A. So that's the only thing I dispute in his medical records was the fact that he said it didn't hurt me and it did.

Q. But he did spend a good deal of time examining you?

A. Yeah.

MR. ANDREW WILSON:

Okay.

DEPUTY COMMISSIONER WILDER:

All right.

MR. ANDREW WILSON:

Those are all the questions I have.

MS. TIFFANY MCDANIEL:
BY DEPUTY COMMISSIONER WILDER:

Q. Let me get you to do a brief comparison between the work you were performing for Queeney Enterprises and the work you're doing now as a billing clerk?

A. I was a packer for Queeney Enterprises. I went out to, like say your house, I would pack up your whole house, all your clothing, your, bending, lifting, you know, been lifting heavy boxes, fifty pounds plus sometimes. And now I sit at a desk all day and just get the jobs ready for other people to go out and pack. So basically, I'm the secretary plus I build jobs, so.

Q. So your current work would be clerical as opposed...

A. Yes.

Q. ...to manual that you were doing previously?

A. Yes, very much so.

DEPUTY COMMISSIONER WILDER:

Anything as a result of those questions?

MR. ANDREW WILSON:

No, Deputy Commissioner.

DEPUTY COMMISSIONER WILDER:

You can have a seat back over there.

MS. TIFFANY MCDANIEL:

Thank you.

DEPUTY COMMISSIONER WILDER:

And I'll put in the evidence
previously submitted. No other
evidence on behalf of the
Employer?

MR. ANDREW WILSON:

None.

DEPUTY COMMISSIONER WILDER:

All right. Then we'll conclude
the hearing and close the record.
(case concluded)

amh

10/16/15