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State of West Virginia
Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for Quotation HRC0120

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HRC012007

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304-558-0492

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> MCNEALY NANCY PO BOX 13415 CHARLESTON WV 25360-0415

HUMAN RIGHTS COMMISSION ROOM 106

1321 PLAZA EAST CHARLESTON, WV 25301-1400

558-2616

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### Request for | Quotation

RFQ NUMBER HRC012007 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 32 304-558-0492

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Nancy McNealy P. O. Box 13415 Charleston, WV 25360 SHIP T O

ROOM 106 1321 PLAZA EAST

CHARLESTON, WV 25301-1400

HUMAN RIGHTS COMMISSION

558-2616

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Request for Quotation

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HRC012007

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RFQ COPY TYPE NAME/ADDRESS HERE

Nancy McNealy P. O. Box 13415 Charleston, WV 25360 BUYER 32 304-558-0492

HUMAN RIGHTS COMMISSION ROOM 106

ADDRESS CORRESPONDENCE TO ATTENTION OF:

1321 PLAZA EAST CHARLESTON, WV 25301-1400 558-2616

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 12/14/2006 01/03/2007 BID OPENING TIME BID OPENING DATE: 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPICY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-988-2873 12-28-06 ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
Department of Administration

Request for
Quotation

REQUEST OF REQUESTS OF REQ Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

HRC012007

... ADDRESS CORRESPONDENCE TO ATTENTION OF: BUYER 32 304-558-0492

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558-2616

RFQ COPY TYPE NAME/ADDRESS HERE Nancy McNealy P. O. Box 13415 Charleston, WV 25360

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Nancy McNealy P. O. Box 13415 Charleston, WV 25360

### Request for Quotation

RFO NUMBER HRC012007 PAGE 5

BUYER 32
304-558-0492

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HUMAN RIGHTS COMMISSION ROOM 106

1321 PLAZA EAST CHARLESTON, WV 25301-1400 558-2616

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 12/14/2006 <del>01/03/2007</del> OPENING TIME 01:30PM BID OPENING DATE: CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST DURING THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR 75% OF THE SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF (A) RESCIND THE CONTRACT OR PURCHASE PURCHASING TO: ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA) CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304-988-2873 12-28-06 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0621463



TITLE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

RFQNUMBER HRC012007 PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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Nancy McNealy
P. O. Box 13415
Charleston, WV 25360

RFQ COPY

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Request for Quotation HRC0120

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Nancy McNealy P. O. Box 13415 Charleston, WV 25360

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1321 PLAZA EAST CHARLESTON, WV 25301-1400

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### Specifications

The following specifications are mandatory and must be considered and included in the line item pricing amounts listed.

Vendor must be an experience reporter of proven ability and will provide references upon agency request.

Vendor will travel and cover court hearings and depositions throughout the state. Vendor to include travel expenses in reporting fees. There will be no separate reimbursement for travel expenses.

Vendor must have sufficient staff to guarantee that the original transcript, (2) two copies and in addition one (1) CD-R and if the case is appealed to the Commissioner's nine (9) more CD-R's will be needed.

Thereof including (2) two copies of the exhibits unless otherwise requested will be tendered to the West Virginia Human Rights Commission within fourteen (14) days maximum after the conclusion of the public hearings, status conferences, scheduling conferences and pre-hearing conferences and depositions.

Vendor will furnish papers and binder and any additional equipment needed at the actual recording or used in the production of the final transcript.

If at anytime during the term of the contract, the court docket is set, then cancelled, continued or the case is settled and the Vendor is not notified within 24 hours of the dates set for public hearings, status conferences, scheduling conferences and pre-hearing conference and depositions then the vendor shall be paid the flat appearance fee.

Vendor must produce transcripts of consistently high quality. Errors must be corrected at no additional cost.

### Each Page must have:

- a. Two inch left hand margin
- b. One-half inch right hand margin
- c. Doubled space
- d. Have at least 21 lines per page, except the last page

Vendor must supply one (1) original transcript with a copy of the exhibits for all public hearings consisting of two (2) days o less, status conferences, scheduling conferences and pre-hearing conferences and depositions.

Vendor must supply one (1) original transcript and exhibits and two (2) copies of the transcript with two (2) copies of the exhibits for all public hearings consisting of three (3) days or more.

		page 10	
RFQ	No.	HRC012007	

## AFFIDAVIT

### West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

### **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Nancy	McNealy,	Certified	Court	Reporter	
Authorized Signature:	Na	m	of lest	Date:	12-28-06	
No Debt Affidavit (Revised 10/13/0	B /	0	(//			