



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

**Request for
 Quotation**

RFQ NUMBER
 WWV10867

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

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*429132316 814-536-8908
 SARGENTS COURT REPORTING SERVI
 210 MAIN STREET
 JOHNSTOWN PA 15901

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BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: 06/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-24		
<p>COURT REPORTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA. IS SOLICITING BIDS FOR TRANSCRIPTION SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING T FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV CC KRISTA.S.FERRELL@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 06/09/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

RECEIVED

2010 JUL -6 A 10:21

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 814-536-8908 DATE: 7/1/10

TITLE: DIRECTOR OF STRATEGIC PLANNING FEIN: 25-1794603 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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PODDER

*429132316 814-536-8908
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 210 MAIN STREET
 JOHNSTOWN PA 15901

SHIP TO

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WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT

SIGNATURE <i>[Signature]</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <i>Director of Strategic Planning</i>	FEIN 25-1794603	TELEPHONE 814-536-8908	DATE 7/1/10
ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>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.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: WWV10867</p> <p>BID OPENING DATE: 06/24/10</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J.P. Niles* TELEPHONE: 814-536-8908 DATE: 7/1/10

TITLE: DIRECTOR OF STRATEGIC PLANNING FEIN: 25-1794603 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 814-539-7579 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JESPER P. NIELSEN ----- ***** THIS IS THE END OF RFQ WWV10867 ***** TOTAL:						
						SEE ATTACHED COST PROPOSAL J.P. Nielsen

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J.P. Nielsen* TELEPHONE: 814-536-8908 DATE: 7/1/10

TITLE: DIRECTOR OF STRATEGIC PLANNING FEIN: 25-1794603 ADDRESS CHANGES TO BE NOTED ABOVE

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1. GENERAL INFORMATION

1.1 Project:

Transcribing of Hearings

The Board of Review conducts hearings that are recorded on cassette tape or digital recording to be transcribed. The specific number of hearings held varies from month to month. The Board of Review estimates 700 hearings to be transcribed per month. (Attachment A)
Transcripts shall be typed in the following manner:

- The first page shall have 1" margin
- All subsequent pages shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on left and 5/8" margin on the right side.
- Single spacing Questions and Answer format
- Arial 12 point Font type and size
- Index of Direct, Cross, Redirect, Recross, etc. on second page
- Certification on last page
- Header with claimant name and claim number
- The first typing line is line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
- Index of key words at the end of the transcript.

The completed transcripts shall be printed on 8.5" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with MS Word 2007.

Typing of Decisions/Orders

Approximately 4,500 decisions are issued by the Board of Review per year. They have approximately seven individuals holding hearings and dictating decisions. These decisions vary in length from two (2) pages to as many as five (5) pages. A "typical" decision is three (3) pages.
Decisions shall be typed in the following manner:

- The first page shall have a 1" margin at the top.
- All subsequent pages shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the left-hand side and a 3/4" margin on the right hand side of each page.
- Single-spaced with appropriate paragraphing.
- Arial 12 point Font type and size.
- The first typing line on page 1 is "7" and shall end at approximately "59", for 52 typing lines on page 1.
- All subsequent pages shall begin on line "8" and end approximately on line "59" leaving 51 typing lines per page.

"Standard" decisions are attached to this RFQ for the Board of Review (Attachment B) to show the form of the respective decision/orders. Hearings transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in this format.

The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decision/orders. The board of Review will update and change the preformatted language as necessary.

The successful bidder must provide toll-free receipt of the dictation of the decisions/orders by employees of the board of Review.

The vendor must have the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. A sufficient number of lines shall be available in place to accommodate all employees dictating simultaneously. All cost necessary to accommodate this level of dictation, is a cost of doing business with the agency similar to all overhead and must be calculated with the vendor's price/cost per page quotation.

1.2 Price quotations

The price(s) quoted in the bidder's response will not be subject to any increase and will be considered firm for the life of the contract.

2. SCOPE OF WORK

2.1 Decisions Orders from Cassette Tapes

The successful vendor will transcribe decision/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, the equipment must be repaired with a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review. Also, the vendor must be available for in-person pick-up of cassettes each day. The pick-up location will be in the Charleston, West Virginia area.

2.2 Electronic Transfer of Document

The vendor must have the ability to electronically mail decisions/transcripts to Board of Review in format compatible with the Board of Review software such as Word 2007.

1. The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office within 48 hours of receiving the dictation. For example, a decision dictated by 5:00 p.m. on Friday must be transcribed and returned to the Board of Review no later than 5:00 p.m. on Tuesday. The Vendor selected must indicate the security in place for electronic transfer of information encrypting data in transit equivalent to or better than SSL3.0(Secure Socket Layer) .

The successful vendor will retain a "copy" of the electronically transmitted documents for a 45-day period. The successful vendor will provide to the Board of Review the previous month's transcription of decision/orders on a mass magnetic storage device (such as a compact disc) within ten (10) days of the end of each month.

If electronic mail is unavailable for a 24-hour period, the successful vendor shall deliver the transcribed decision/orders to the Board of review by magnetic mass storage device (such as a compact disc).

2.3 Retention and Confidentiality

The successful vendor agrees to keep all dictation of hearings transcripts and decisions/orders, and any voluntary storage of those materials confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server or other digital storage devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and, all hard copies of documentation shall be secured away from public access and viewing.

The successful vendor is not required to keep the transcribed materials stored for any specified period of time and shall only store it for whatever standard period of time the vendor deems appropriate for their internal needs.

2.4 Accuracy

The quality of the decisions/orders/transcripts shall be subject to a quality review by the Board of Review. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictations material (either to or from the Board of Review and the successful vendor), and contract resulting from this RFQ may be terminated.

The Board of Review considers three or more errors per page of typed decision/order/transcript to exceed an acceptable level. This includes typing, grammar and English context or spelling errors. If the vendor fails to cure the problem and the contract is terminated, all work in progress shall be delivered to the Board of Review.

2.5 Prioritization

Vendor must accommodate the requirements of the Board of Review to prioritize work and comply with special requests regarding the order in which dictations are transcribed.

2.6 Indexing

The vendor will provide keyword indexing at the end of each transcript. The indexing will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number. For example, see Attachment C.

2.7 Copying

The vendor will provide multiple copies of transcribed documents as requested by the Board of Review.

2.8 Qualifications

Vendor must have a minimum of five (5) years experience in doing legal and medical transcription.

3. COST PROPOSAL

	Estimated Annual Pages*	Price Per Page	Cost
Transcribing Hearings from Cassette Tapes or Digital Recordings	30,000	x <u>\$1.12</u>	<u>\$33,600.00</u>
Transcribing Telephone Dictation	7,000	x <u>\$3.54</u>	<u>\$24,780.00</u>
Typing of Decisions/Orders	20,000	x <u>\$3.54</u>	<u>\$70,800.00</u>
Documentation copying (extra copies of transcripts)	300,000	x <u>\$0.07</u>	<u>\$21,000.00</u>
TOTAL			<u>\$150,180.00</u>

Joe F. Nishi

*Estimates are for calculating purposes only.

Attachment A

IN THE MATTER OF:)

[REDACTED]

) CASE NO. R.10-0137

EMPLOYER:)

[REDACTED]

AT: TELEPHONIC HEARING, WEST VIRGINIA

DATE: FEBRUARY 19, 2010

BEFORE: ADMINISTRATIVE LAW JUDGE BOARD OF REVIEW WORKFORCE West Virginia

APPEARANCES: CLAIMANT APPEARED TELEPHONICALLY

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(740) 377-9411

INDEX

EMPLOYER APPEARED TELEPHONICALLY BY [REDACTED] FIELD OPERATIONS; AND [REDACTED] SUPERVISOR

TRANSCRIBED BY: [REDACTED]

L S Services
(740) 377-9411

FISHER

INDEX

TESTIMONY

<u>WITNESS</u>	<u>EXAMINED BY</u>	<u>PAGE</u>
[REDACTED]	JUDGE [REDACTED]	9
[REDACTED]	CLAIMANT	15
[REDACTED]	JUDGE [REDACTED]	17
[REDACTED]	JUDGE [REDACTED]	20
[REDACTED]	JUDGE [REDACTED]	28

EXHIBITS

ALJ EXHIBIT 1 7
ALJ EXHIBIT 2 7

ALL EXHIBITS LOCATED AT END OF TRANSCRIPT

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The Employer appealed from the decision of the deputy at Mercer County, West Virginia, dated January 4, 2010, which held: "Claimant not disqualified; discharged but not for misconduct."

The Claimant then appealed from the decision of the Administrative Law Judge which held: "The decision of the deputy is reversed. The Claimant is disqualified. The Claimant was discharged for gross misconduct. The Claimant is disqualified until he returns to covered employment and has been employed therein at least thirty working days."

"This decision, if it becomes final, may result in an overpayment of benefits to the Claimant, which will be collected as provided for in the Statute."

"If West Virginia is in an Extended Benefit Period when your

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regular benefits are exhausted, this decision, if it becomes final, will have the effect of denying entitlement to Extended Benefits in accordance with the West Virginia Unemployment Compensation Law [S21A-6A-1(12)(G)]."

JUDGE: This is the unemployment hearing for [REDACTED]

[REDACTED] The Employer is [REDACTED]

Today's date is [REDACTED].

The hearing is being held telephonically before [REDACTED] Administrative Law Judge, from the Employer's appeal of the decision of the Deputy Commissioner finding Claimant eligible; Claimant not disqualified. Claimant discharged but not for misconduct.

The issue in this case is whether the Claimant left his job

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with good cause involving fault on the part of the Employer or whether he was discharged for misconduct. And if there was misconduct, whether it was simple or gross misconduct.

The Claimant appears telephonically. The Employer appears by [REDACTED] Field Operations and [REDACTED] Compliance Officer.

Would you all raise your right hands, please? Do you swear or affirm that in the matter now in hearing you'll speak the truth, the whole truth, and nothing but the truth?

WITNESSES: (Each answered in the affirmative.)

JUDGE: Prior to the hearing the parties had an opportunity to review the deputy's decision and fact-finding report in this case; is that correct, Mr.

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CLAIMANT: Yes, Your Honor.

JUDGE: [REDACTED], is that correct?

MR. [REDACTED]: Yes, sir.

JUDGE: Any objections to making those documents part of the record of this hearing?

CLAIMANT: No, sir.

MR. [REDACTED]: No, sir.

JUDGE: There being no objections, the deputy's decision and fact-finding report are admitted as ALJ Exhibits 1 and 2.

(WHEREUPON, the documents referred to were marked as ALJ Exhibits 1 and 2, respectively, and received into evidence.)

JUDGE: This is a case in which the deputy found that the Claimant was discharged. In a discharge case, the Employer has the burden of proving the Claimant

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was guilty of misconduct.

Simple misconduct is a six-weeks disqualification. Gross misconduct is a disqualification until he returns to work and is employed in covered employment at least 30 working days. If there is no misconduct, there is no disqualification.

The Employer will present its evidence first. After the witnesses testify, [REDACTED], I'll give you an opportunity to ask any questions you might have.

After the Employer concludes its case, then the Claimant will present his evidence. He will likewise be subject to cross-examination.

The Employer will not be permitted to directly cross-examine the Claimant in this case. To avoid the unauthorized practice of law, if they have any questions,

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I'll repeat the question back to him.

At the conclusion of this hearing you'll have a written decision in about two to three weeks. Are there any questions of the issues or procedures before we start?

CLAIMANT: No.
MR. [REDACTED]: No.

JUDGE: Who will testify first for the Employer?

MR. [REDACTED] I will, [REDACTED]

(Witness Sworn)

WHEREUPON, [REDACTED], called as a witness, being first duly sworn to tell the truth, testified as follows:

EXAMINATION

BY JUDGE:

Q Mr. [REDACTED] you are - what is your title, sir?

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A Director [REDACTED]
Q And is it correct the Claimant was employed with your company from [REDACTED], to [REDACTED]

A Yes, sir.

Q He was a field manager earning [REDACTED] a week?

A Yes, sir.

Q What type of work do you do, sir, your company?

A We are a field services provider [REDACTED], servicing and upgrading [REDACTED] for [REDACTED]

Q All right. Was the Claimant fired?

A No, sir.

Q Why is he no longer employed there?

A Well, we sent two supervisors to his home to speak to him about his job performance. He became belligerent and physically

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confrontational. At that point we recovered the equipment from him and have not heard from him since.

Q When you say you recovered the equipment from him, what equipment?

A As a manager in our company he had been issued a company vehicle, laptop, camera, phone. We had taken the van with us that night. We attempted to recover the rest of his equipment. He did not turn that in and has still not turned that in. But we did recover his vehicle.

Q Well, when you recovered the vehicle, was he told he was discharged or what was the status of his employment at that time?

A He actually - he was actually not told anything. He left the site before any further communication was - we were able to have any further communication with

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him.

Two supervisors showed up at his house that night to speak with him after he become physically confrontational. They contacted the police. The police showed up. [REDACTED] spoke with them first and then the police left before we had - our supervisors had a chance to speak with them.

At that point [REDACTED] got in his personal vehicle and drove away.

Q So you took your van at that - your vehicle at that point?

A Yes, sir.

Q And you've never heard back from him?

A Correct.

JUDGE: All right. If the evidence shows the Claimant quit, then the Claimant has the burden of showing he left his job with good cause involving fault on the part

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of the Employer.

If he left with Employer fault, he's entitled to benefits. If there's no Employer fault, he'll be disqualified until he returns to work and is employed in covered employment for 30 working days.

Do either of you have any questions about what I just advised you?

MR. [REDACTED] No, sir.

JUDGE: All right.

BY JUDGE:

Q Mr. [REDACTED], anything else?

A I would like to point out the documents that you referenced earlier in terms of misconduct. So in terms of simple misconduct, we have a clear trail of written counseling with Mr. [REDACTED]. A written warning from me, another written warning from me.

A signed admission from Mr. [REDACTED] that he had tampered with

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the GPS on his vehicle. A final written warning on the 22nd. Another final written warning on the 26th indicated that we had continued to try to give him chances.

The next day another written warning followed by a period of six days in which [REDACTED] was completely nonresponsive to e-mails or phone calls from his direct supervisor.

When we sent the two supervisors to his house to speak to him about all of this, that's when the gross misconduct occurred, which was witnessed by [REDACTED] who is the room with me today when [REDACTED] head butted another supervisor in the company, [REDACTED].

JUDGE: All right. Mr.

[REDACTED] any questions of Mr. [REDACTED].

CLAIMANT: Yeah.

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CROSS-EXAMINATION

BY CLAIMANT:

Q Mr. [REDACTED], you guys said that you did in fact, call the police; is that correct?

MR. [REDACTED]: Sir, is it okay to answer the question directly?

JUDGE: Yes.

MR. [REDACTED]: Yes, that is correct.

CLAIMANT: Your Honor, I have - we contacted the police department and -

JUDGE: Well, that's not the issue, sir. I'm not going to contact the police department. Do you have any other questions?

CLAIMANT: I actually have, Your Honor - we have to subpoena the written statement saying that I was the one that actually called the police -

JUDGE: It's too late - [REDACTED] it's too late to subpoena

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anyone. The hearing has already started. Do you have any other questions of Mr. [REDACTED]?

CLAIMANT: Right. Well, I was the one that -

JUDGE: It doesn't matter, sir. It doesn't matter who contacted the police, sir. Do you have any other questions?

CLAIMANT: As far as questions, no.

JUDGE: All right. Mr. [REDACTED], do you have anything else before we hear from Mr. [REDACTED].

MR. [REDACTED]: Yes. I'd like for Mr. [REDACTED] to share what he witnessed in terms of the gross misconduct and physical confrontation.

(Witness Sworn)

WHEREUPON, [REDACTED], called as a witness, being first duly sworn to tell the truth, testified as follows:

EXAMINATION

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BY JUDGE:

Q Mr. [redacted] state your name, sir.

A My full name is [redacted]

Q And you're the Compliance Manager?

A That's correct.

Q All right. Were you present on the date of the incident?

A Yes, sir.

Q What was the date? Was that [redacted] approximately?

A Yes, that's correct.

Q All right. Tell me what you saw happened, sir.

A We arrived at the Claimant's home. We originally knocked on the door with no answer. Once we finally got him to come to his door, I spoke with him and told him that we had another infraction notice and that we were going to discuss his future with the

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company.

And he became - said he wasn't signing anything. At that point [redacted] actually spoke with Mr. Cooper and told him, you know, he was talking with him.

And [redacted] became upset and went down the small set of steps in front of his home towards [redacted], Mr. [redacted]. He pressed his forehead up against [redacted] forehead and pushed him physically backwards. That's when Mr. [redacted] walked away and that's when he called the police.

Q He who?

A Mr. [redacted].

Q So when you say he put his forehead on him, what do you mean, he head butted him?

A Yes.

Q And that was his supervisor?

A It was a supervisor with our company, yes, that's correct.

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Q All right. Anything else? 19

A No, I believe that's it.

JUDGE: Mr. [redacted], any questions?

MR. [redacted]: No, sir.

JUDGE: Mr. [redacted], any questions?

CLAIMANT: Um - just that - Mr. [redacted], if the head butt incident happened like you said it did, why didn't you guys contact the policy, why wasn't a report filed? If somebody got head butted they would've had to file a report -

JUDGE: Mr. [redacted], you ask a question and let him respond. You don't ask a question and then answer it for him. Do you have any other questions?

CLAIMANT: No - just why wasn't a report done?

JUDGE: How would he know why the police wouldn't do a report, sir? We don't have any

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evidence of that. Do you have any questions about the incident that happened? 20

CLAIMANT: No questions. It didn't happen like -

JUDGE: Mr. [redacted], anything further before we hear from Mr. [redacted]?

MR. [redacted]: No, sir, nothing from the Employer.
(Witness Sworn)

WHEREUPON,
[redacted] called as a witness, being first duly sworn to tell the truth, testified as follows:

EXAMINATION

BY JUDGE:
Q Mr. [redacted], state your name, please.

A [redacted], Your Honor.

Q Tell me your side of what happened, please.

A I'd actually - there were -

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when me and the - the last time I was with the [redacted] we was talking to Mr. [redacted] and we had the interview with Mr. [redacted] talking there about missing work.

The time that I did miss work is when I had an aunt that did die. I'd talked to my boss. He - they were all advised of that. That was during the time that my work was - my mail was not - I never recovered - never answered it during the viewing.

As far as the - you know, the GPS, I was being told right on the spot that if I did not agree to it and I told them that it was not tampered with, I was even showed, you know, they were saying the GPS was not working, I was even showed - you know - they were told, Mr. [redacted] and Mr. [redacted] was even told by a technician that they did see me over three hours away from

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where - they say my van was setting at my house.

Well, later when we had an interview with Mr. [redacted] they said that it never showed that - it didn't show up anything.

At that time I was being told, you know, I either sign that or I was being fired on the spot. I have a - I have a baby and I would not have honestly - you know - I need to keep my job. I definitely wouldn't do anything that would interfere with me losing my job and supporting my baby.

And as far as the incident that night, like I said, there was two days I did not work because of my aunt. I was home. I had just got home. I was still in the uniform. I still had my company coat on.

Mr. [redacted] and Mr. [redacted] did come to my house. Mr. [redacted] - I mean was nice. Mr. [redacted] had an

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attitude and requested - you know - there was nothing said about any kind of - any kind of thing to sign. They didn't have any paperwork in their hand or nothing like that.

That wasn't reported - if that's true, that would've been reported with the last interview with Mr. [redacted] and it was not. There was no paperwork at all. I've got the paperwork here in my hand that Mr. [redacted] - that Mr. [redacted], he had brought the last interview. There was nothing in that - nothing like that.

They did come up - I did ask Mr. [redacted] - Mr. [redacted] - he was becoming kind of belligerent - at that time I asked him to get off my property. He was demanding the keys to my van.

I said you're - I'm a co-manager, you're a co-manager. I

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will talk to Mr. [redacted]. He is - I do not have a problem with Mr. King at all. He was being professional, being nice, courteous.

We were having conversations that were you know - we were able to have conversations.

At that time Mr. [redacted] would not get off. I told him - he said that - I told I'm not giving you the keys. He said well, I'll call the police. I said don't worry, I will call them myself.

At that time, Your Honor, I called the police. That's when Mr. [redacted] did leave. He did leave. He got in the van. I talked to Dan a little bit more. [redacted] got into the van also.

I went down into the - [redacted] was in the passenger seat. Me and him talked for a good ten minutes. The police did come up. He asked who was [redacted]. I - me - you

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know - he said you're the caller. I said yes.

He said what's going on. The complaint is they're not getting off your property. Do you want me to remove them off your property. He said where are they at.

I said the only one - I said they're in the van now. I said you know - I said I'm not saying - the other one I didn't have a problem with. He's the one I'm talking with. I said so everything is okay.

And he asked me a second time are you -

Q Mr. [REDACTED] I don't care what the police told you. The issue is why you're no longer employed there. Is there anything else about why you're not employed there that you want to address?

A What I - Your Honor, that's what basically - I feel the whole

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thing - is over a - they're saying that - you know -

Q I heard what they're saying, so I -

A - somebody -

Q I heard what they're saying, sir. I want to hear your side of it.

A I was fired. And I'm saying that no head butting happened. I'm the one that called the police. My work status, I've got bonus checks - my work status - you know - has been the best of my ability. You know and bonus checks after bonus checks showed that. That's basically all I got.

That's what I feel it's over and that's what the paperwork it showed it's basically - it had to do with that, not in particular -

Q Did you touch the supervisor, sir?

A Negative. No, sir. Not in

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any kind of way, Your Honor.

JUDGE: Mr. [REDACTED], any questions? Mr. [REDACTED], any questions.

MR. [REDACTED] Yes, sir. Mr. [REDACTED] if your understanding that evening that you were wanting to continue your employment, I assume that's why you kept our company property, the computer -

JUDGE: What's the question, sir?

MR. [REDACTED] Sir - Mr. [REDACTED] if you intended - did you keep our company property because you intended or you understood that you were still employed with the company?

CLAIMANT: I don't know what you - I mean - the van - the - all the tools were given - everything that was not given is like what you guys were told what I did not have in my possession.

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JUDGE: Any other questions, Mr. [REDACTED]? The issue is why he's not employed there, not what happened after - what he kept after his separation from employment. Any other questions?

MR. [REDACTED] No, sir. No further questions.

JUDGE: Mr. [REDACTED], anything further?

CLAIMANT: No, Your Honor.

JUDGE: Mr. [REDACTED], anything further?

MR. [REDACTED]: No, sir.

WHEREUPON, [REDACTED] recalled as a witness, being previously duly sworn to tell the truth, further testified as follows:

RE-EXAMINATION

BY JUDGE:
Q Mr. [REDACTED] let me ask you, did you see firsthand Mr. [REDACTED] touch in any way the other coworker?

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A Yes, sir, I did.

Q What did you see?

A - what I had it was about six to eight steps, I was standing on the top step. Mr. [REDACTED] was standing on the bottom step. Mr. Fisher did come down the steps. He pressed his forehead into Mr. [REDACTED] forehead and he pushed him backwards. At that point Mr. Biltoft walked away.

JUDGE: All right. Mr. [REDACTED], any questions?

MR. [REDACTED] No, sir.

JUDGE: Mr. [REDACTED], any questions?

CLAIMANT: No, Your Honor. Your Honor, the - that's not what I don't know, Your Honor - I talked to her before hand. She was a neighbor that -

JUDGE: Well, you can't tell me what she said, sir. She's not here and I can't reach her. I

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tried three times to get her on the phone and it rang her voicemail. You can't tell me what the witness said. Do you have any questions of Mr. [REDACTED]

CLAIMANT: No, Your Honor.

JUDGE: Anything further for the record? All right. If there's nothing further, that will conclude this hearing.

The Board will have a written decision to you in about two to three weeks. Thank you very much.

* * * * *

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STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, TO-WIT:

I hereby certify that the foregoing testimony was taken from a recorded tape and transcribed into the English language to the best of my skill and ability.

This, the [REDACTED] day of [REDACTED], 2010.

[REDACTED]

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Board of Review
WORKFORCE West Virginia
112 California Avenue
Charleston, West Virginia 25305
304-558-2636/1-800-635-0189

Case No.1

IN THE MATTER OF:

Claimant:
S.S. No. :
Address :

Employer:
Address :

This case came on for telephonic hearing before _____, Administrative Law Judge, on _____, 2006.

APPEARANCES:

CLAIMANT appeared telephonically. Employer appeared telephonically by

ISSUE:

The Employer appealed from the decision of the _____ dated _____ which held: "Claimant not disqualified; discharged but not for misconduct."

FINDINGS OF FACT:

1. The claimant worked for the above employer as a _____ beginning _____ As part of his duties, and immediately precedent to his separation from emnlovment the claimant was assigned to perform services at an _____ for an _____
2. On Saturday, _____, the claimant was working at the _____ on the _____ shift. Part of his responsibilities was to answer the _____ to direct calls and answer inquiries from employees and

3. It is alleged that the claimant failed to [redacted] on the [redacted] and also from the [redacted] who had reportedly called on the public telephone.
4. The claimant denies this. The only evidence proffered to the contrary was hearsay evidence of what the [redacted] owner had been told. Accordingly, I find the best evidence reveals that the claimant did not fail to answer calls, and was not in dereliction of duty.
5. The [redacted] any requested that the claimant be replaced and another [redacted] assigned to the position. They did not wish him to be on the property further.
6. On or about [redacted], the claimant was terminated from employment. I find no misconduct on his part in connection with the separation.

CONCLUSIONS OF LAW and DISCUSSION:

Chapter 21A-6-3(2) of the West Virginia Code provides that an individual shall be disqualified from receiving unemployment compensation benefits for the week in which he was discharged from his most recent work for misconduct and the six weeks immediately following such week. The Supreme Court of Appeals of West Virginia has defined misconduct to include a willful act on the part of an individual, which is contrary to the best interest of the employer. On the other hand, mere inefficiency, unsatisfactory conduct, failure in job performance as a result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgement or discretion, are not deemed to be misconduct within the meaning of the Code. The burden is on the employer to prove misconduct.

The employer has the burden to establish with competent, reliable and appropriate evidence that an individual committed misconduct. Evidence must be in the form other than total hearsay. The employer's representative at hearing had no personal knowledge of the facts and circumstances other than what he had been told.

The claimant denies these allegations and establishes that he performed his duties at all times to the best of his ability, and any failures were, of necessity, occasioned by failures in either the mine phone or the public telephone service, both of which had occurred at prior times.

The evidence does not preponderant in favor of the employer. The employer has failed to meet its burden. Conversely, I find the claimant's testimony, firsthand, made under oath, and credible. I find that the claimant was guilty of no [redacted]. I agree with the deputy that no disqualification and be imposed.

DECISION:

The decision of the deputy is affirmed. The claimant is not disqualified from receiving unemployment compensation benefits. The claimant was [redacted] from his most recent employment, [redacted].

This, the [redacted] day of [redacted] 200 . .

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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

RFQ NUMBER
WWV10867

PAGE
1

ADDRESS-CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

*429132316 814-536-8908
 SARGENTS COURT REPORTING SERVI
 210 MAIN STREET
 JOHNSTOWN PA 15901

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/22/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				THIS ADDENDUM I ISSUED TO REPLACE SECTION 2.1 OF THE SPECIFICATIONS WITH THE ATTACHED REVISED LANGUAGE, PROVIDE THE TECHNICAL QUESTIONS & ANSWERS, AND TO EXTEND THE BID OPENING DATE AND TIME.		
				THE BID OPENING IS EXTENDED TO: 06/29/10 AT 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		961-24		
				COURT REPORTING SERVICES		
				***** THIS IS THE END OF RFQ WWV10867 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 814-536-8908	DATE 6/25/10
TITLE DIRECTOR OF STRAT. PLANNING	FEIN 25-1794603	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

2.1 The successful vendor will transcribe decision/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, the equipment must be repaired with a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review. The successful vendor must be available for in-person pick-up of cassettes once a week. The pick-up location will be in the Charleston, West Virginia area. Mailing of cassettes is no acceptable because it could result in loss of data.

Technical Questions & Answers for RFQ#WWV10-867

Subject: RFQ # WWV10867

- Q1. A. Can you please provide the name of the current provider of the services required in this RFQ?
 B. What are the current rates being paid for the services required?
 C. If these services are currently provided under contract, when did the contract begin and when does it end?
 D. Have all extensions been exhausted?

A copy of any current contract reflecting cost, effective dates and vendor for transcription services for our agency may be obtained through the WV State Purchasing Division.

- Q2. Can you provide the breakdown of the number (or the percentage) of hearings provided on cassette tapes and digital recordings over the past twelve months?

Approximately 1,000 cassette tapes. Over the past 12 months digital recordings have not been utilized.

- Q3. Do the cassette tapes need to be returned to the agency?

Yes

- Q4. Page 5 – Section 1.1 – “The completed transcript shall be printed on 8.5” by 11”, 20#, White Bond as “mini page” using four-to-a-page formatting compatible with MS Word 2007.” Will the successful bidder have to supply the transcripts of the hearings by email in electronic format, as well?

No

- Q5. Page 6 – Section 2.1 – “Also, the vendor must be available for in-person pick-up of cassettes each day.” Would providing the agency with a Federal Express account for shipping be sufficient?

Mailing of cassettes is not acceptable because it could result in loss of data. Pick of files and cassettes is made once per week. (see amended RFQ language)

- Q6. Page 6 – Section 2.2 – “The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office within 48 hours or receiving the dictation.” This turnaround is specifically for decisions/orders. What is the turnaround time required for the transcripts of the hearings?

One (1) week

- Q7. Page 8 – Section 3 – Cost Proposal – I understand that the estimated annual pages are for calculating purposes only, but the number of extra copies of the transcripts seems quite high (10 times the number transcript pages estimated to be produced). When are the requests for additional printed copies made (at the time of the transcription request or after the fact)?

Generally, the Board will request the original transcript and two (2) copies of all transcripts at the time the request is made. However, the BOR will have the option of requesting copies as needed.

- Q8. Is RFQ# WWV10867 to be considered a replacement for RFQ# WWV10864?

Yes

- Q9. Are there any opportunities for selling copies to the parties involved or is that not permitted?

No

- Q10. What system and file type are you using for your digital dictation?

Olympus DS-5000

- Q11. How heavily does the previous experience of a supplier factor into your decision making regarding the choice of a supplier?

See Section 2.8

Vendor must have a minimum of five (5) years experience in doing legal and medical transcription.

- Q12. Are “key word indexes” considered billable pages or are such pages to be supplied by the vendor free of charge?

“Key word indexes” are billable pages

Q13. Who is the incumbent supplier of the services up for bid?

A copy of any current contract reflecting cost, effective dates and vendor for transcription services for our agency may be obtained through the WV State Purchasing Division.

Q14. What are the current per page rates being charged for:

- a) transcribing hearings from cassette tapes or digital recordings?
- b) transcribing telephone dictation?
- c) typing of decisions/orders?
- d) documentation copying?

A copy of any current contract reflecting cost, effective dates and vendor for transcription services for our agency may be obtained through the WV State Purchasing Division.

Q15. Section 2.2, item 1 specifies a 48 hour time frame for delivery of Decisions/Orders. What is the delivery time frame for Transcripts of Hearings?

One week

Q.16 Section 1.1, last sentence specifies delivery of printed transcript. Section 2.2, first Sentence specifies delivery of Decisions/Transcripts in Word 2007. Will electronic Transcripts of Hearings require the "mini pages" and word indexing or are these Requirements only for the printed transcript?

The requirements are for both.

Q.17 Will the Agency accept electronic transcripts in Adobe Acrobat PDF format in lieu of Word 2007?

No

Q.18 Is there an estimate to the number of cassette tapes currently being used on an annual Basis? Are the cassette tapes recorded in 4-track?

Normally 1 cassette tape for each case, although there may be multiple cases on the same tape.

Q. 19 Is the use of cassette tapes expected to remain through the span of the contract or is the Agency in the process of phasing out their use?

Cassette tapes will be phased out in the near future.

Q.20 Will the Agency accept contract courier in lieu of in-person-pick-up?

Yes

Q.21 Who is the current vendor and when does the current and any applicable extensions expire?

A copy of any current contract reflecting cost, effective dates and vendor for transcription services for our agency may be obtained through the WV State Purchasing Division.

Q.22 What is the current billing rate for the (4) line items specified in the RFQ Cost Proposal Sheet?

A copy of any current contract reflecting cost, effective dates and vendor for transcription services for our agency may be obtained through the WV State Purchasing Division.

Q.23 Hearings:

a)How are the digital recordings and/or cassettes provided to the vendor?

2.1 Scope of Work -- The successful vendor must be available for in-person pick-up of cassettes once a week. However, a qualified courier would be acceptable. The pick-up location will be in the Charleston, West Virginia area.

b)Must digital recordings and/or cassettes be picked up by vendor or may a qualified courier/delivery service be used?

A qualified courier/deliver would be acceptable.

c)How frequently are digital recordings/cassettes provided to the vendor?

Once a week

d)What is the percentage of cassettes vs. digital recordings in the monthly average of 700 hearings?

Cassettes are being used 100% currently, however, it is our goal to transition to digital recordings at some point in the future.

e)What is the format of the digital recordings? MP3, etc

DVD

f)What is the historic average number of pages for hearings. Attachment A provided in 4 up mini-pages was 31 pages of hearings transcription that would average 3.5 pages per hearings. Please clarify.

Transcripts will vary depending on the length of the hearings so there is no true historical average since no two hearings are exactly. An example is as follows:

- 1) Transcript is 16 full pages and the index is 2 full pages. When you put 4 to a page for the transcript it reduces it down to 5 full pages plus 2 full pages for the index

g)What is the required turnaround time (TAT) for hearings?

One week

h) Are completed transcripts to be returned electronically? Or,

Transcripts are printed and delivered once a week, by vendor or qualified courier.

i) Is the vendor responsible for printing the hearings transcripts and returning them via courier, ect?

Yes, the vendor or an acceptable courier will be responsible for returning documents to the BOR.

Q.24 Decisions/Orders

a) Dictators will access vendor's system via toll free number. Under what circumstances would cassettes or digital media be used?

Cassettes would not be used.

b) Completed transcription is to be returned electronically to Board of Review for printing or copying?

No

c) "Standard" decisions must follow the described format. What are "non-standard" decisions and how frequent are they?

All decisions will be standard.

Q.25 Section 2.7 "Copying" what specific transcripts (hearing or decisions) are to be copied? How was the 300,000 copy estimate derived?

Transcripts would be required to be copied and should decisions be transcribed copies of those as well would be needed. Generally we request the original and 2 copies, however, BOR reserves the right to request additional copies as needed.

The 300,000 was for illustration purposes only.

Q.26 Please explain the evaluation methodology. Is award based upon the total price for all categories or individual price per category?

Award will be made to the successful vendor based entirely on low bid of total bid cost, not individual pricing.

Q.27 Will this be awarded to more than one vendor?

No

Q.28 When will answers to vendor questions be available and how will they be provided -via email or the WV Purchasing Bulletin?

Through addendum in the WV Purchasing Bulletin.



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

Request for Quotation

RFQ NUMBER
 WWV10867

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

*429132316 814-536-8908
 SARGENTS COURT REPORTING SERVI
 210 MAIN STREET
 JOHNSTOWN PA 15901

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/28/2010				

BID OPENING DATE: 07/06/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-24		
***** ADDENDUM NO. 2 ***** THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS INADVERTENTLY OMITTED FROM ADDENDUM NO. 1, AND TO EXTEND THE BID OPENING. BID OPENING DATE AND TIME IS CHANGED TO: 07/06/2010 AT 1:30 PM. ***** THIS IS THE END OF RFQ WWV10867 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.P. Nish</i>	TELEPHONE 814-536-8908	DATE 7/1/10
TITLE DIRECTOR OF STRAT. PLANNING	FEIN 25-1794603	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Questions and Answers for WWV-10-867

Q1. The sample of the transcript from a hearing (Attachment A), differs from the description of the formatting for the hearing transcript on page 5, section 1.1. For example, the description on page 5 indicates that the transcript should be prepared using Arial 12 point font and contain 51 lines of typing. The sample provided is Times New Roman (perhaps 10 or 12 point) font with 24 lines of typing per page.

There is a similar discrepancy between the sample of the decisions/orders provided in Attachment B and the description provided for the format of the decisions/orders on page 5, section 1.1.

Since the difference of the amount of content on each page (sample vs. instruction) is significant, it is important for preparing our per page bids that we know what format to use for pricing purposes. Can you please clarify which format will be required to be produced (the format according to the sample or the format according to the instructions)?

A.1 Please use the sample attached to the RFQ, not the description therein.

Q2.. Page 7, section 2.3 – “The successful vendor agrees to keep all dictation of hearings transcripts and decisions/orders, and any voluntary storage of those materials confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server, or other digital devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and all hard copies of documentation shall be secured from public access and viewing.”

Can you please elaborate on the need for bonding of employees? Generally, bonding of employees is necessary for employees in positions of financial responsibility where fraud or embezzlement may occur, so it seems out of place in a transcription contract. Is the contract requiring the bidder to bond their employees through a surety company? If so, what is the required level/amount of the bond?

A2. The need for bonding is due to the confidential and private information contained in hearings/decisions. The employees must be bonded through a surety company in the amount of \$25,000 per employee.



Sargent's Court Reporting Service, Inc.

210 Main Street
Johnstown, Pennsylvania 15901
(814) 536-8908

www.sargents.com

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

RE: RFQ No. WWV10867
Transcription/ Typing Service
Bid Opening Date: 07/06/10; 1:30pm

Dear Mr. Whittaker:

Sargent's Court Reporting Services, Inc. is pleased to submit our proposal on the referenced RFQ. We would like to direct your attention to the following facts:

- Sargent's has 30 years experience providing the type of services requested in the RFQ to both state and federal entities.
- Part of Sargent's workforce consists of West Virginia residents.
- Sargent's is fully licensed and bonded, carrying extensive insurance policies, covering our work.
- Sargent's never outsources any work. All of our work is performed in the United States of America and is performed by a domestic workforce.
- Sargent's offers customer support performed by our in-house staff 24/7, as well as fully secure online access to documents and pertinent information.

We welcome any questions you may have regarding any of the information provided to you. Thank you in advance for your consideration of our bid. We are looking forward to hearing from you in the near future.

Sincerely,

Sara Ann Sargent
President

JN/SAS

Local Offices

Pittsburgh (412)232-3882	Philadelphia (215)564-9727	Harrisburg (717)234-5751	Erie (814)459-0551	Greensburg (724)837-8714	Indiana (724)349-6631	Hollidaysburg (814)696-4391
Clearfield (814)765-8711	State College (814)861-3560	Somerset (814)445-7286	Oil City (814)677-6329	Wilkes-Barre (870)826-7066	Reading (610)374-5891	Charleston, WV (304)346-0826

SARGENT'S COURT REPORTING SERVICE, INC.

Overview of Services Required in RFQ.

Project:

The Sargent's Group has been a leader in the industry in both court reporting and medical transcription for over 30 years. Our willingness to cater to the specific needs of our individual clients has secured an exceptionally loyal clientele and is a major factor in the success of Sargent's. Sargent's has 15 modern, staffed offices in Pennsylvania and West Virginia, providing conference rooms and attorney/client meeting rooms. Visit our website at www.sargents.com to learn more about our company.

We guarantee adherence to the specific format and standards as outlined in this RFQ. Sargent's has developed practices and procedures to ensure the customized solutions required by the Board of Review are effortlessly implemented. Sargent's offers existing state-of-the-art infrastructure and facilities, as well as highly skilled personnel to efficiently handle the production requirements of this RFQ. Additionally, Sargent's has more toll free lines available than required in the RFQ to receive the dictation of the decisions/orders by the employees of the Board of Review.

Scope of Work

Sargent's maintains state-of-the-art equipment and software. Technical personnel knowledgeable in the latest technology and software are readily available 24/7 to solve any problems, should they occur, quickly and efficiently. Sargent's has a staffed office in Charleston, West Virginia, to securely provide timely in-person pickup of cassettes every day.

Sargent's has vast experience and an outstanding track record for providing electronic transmittal of documents within the 48-hour deadline as outlined in the RFQ through the secure, encrypted transfer of files. All electronically transmitted documents will be archived for required storage. A compact disk of a month's transcription will be delivered to the Board of Review within ten days of the end of the month. Sargent's Charleston office is readily available for immediate delivery.

Sargent's maintains a custom database, allowing the Board of Review secure access to transcripts and invoices from any Internet ready device, 24/7.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Retention and Confidentiality

Sargent's has extensive experience in safely and professionally handling highly confidential materials. Sargent's employs the latest in electronic security measures, utilizing both advanced encryption schemes and firewalls, among other highly technical measures, to secure our information against any type of breach. Sargent's utilizes a SFTP Server for file transfers, exceeding the SSL3.0 standard outlined in the RFQ. Furthermore, all intranet communication and transfer of information is encrypted with a 256-bit Private Security Key Transmission, equivalent with Department Of Defense (DITSCAP) standards. Our measures follow all requirements set forth in the HIPAA regulations and our management staff is fully knowledgeable in the complexities of HIPAA regulations as it applies to transcription. Sargent's maintains a secure system for proper storage of hard copy information as well and carries insurance bonds that cover all employees.

Accuracy

Sargent's has established effective quality control measures designed to secure consistent accuracy on a very high level. Sargent's routinely adheres to quality standards on the same or higher levels than those outlined in this RFQ to state, federal and private entities. In the rare instance that an error might occur, Sargent's has a direct point of contact dedicated to solving the problem right away. Also, Sargent's has several internal diagnostic tools and accountability measures in place to identify and correct the problem very quickly, as well as to prevent reoccurrences. To further prevent inaccuracies from occurring, Sargent's employs a three-layered production system, consisting of transcriptionists, checkers and proofreaders, in addition to personnel dedicated to quality control.

Prioritization

Sargent's routinely accommodates special requests for changes in prioritization or changes in format, and/or method of production and would easily accommodate such requests issued by the Board of Review at a moment's notice.

Indexing

Sargent's is experienced in creation of indexes, adhering to customized content requests from our clients on a daily basis.

Copying

Sargent's is fully capable of honoring any and all requests for copies at a moment's notice, supplying copies both electronically and in hardcopy formats, as requested and specified by the Board of Review.

Qualifications

Sargent's is highly qualified, having supplied similar services to the Commonwealth of Pennsylvania, the Federal Government, and private clients for 30 years. Sargent's has vast experience covering and transcribing employment related hearings and decisions, currently serving Pennsylvania Unemployment Compensation, Pennsylvania Worker's Compensation, Pennsylvania State Worker's Compensation and various other employment related entities.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Executive Management Summary.

Sargent's is not part of a large corporate structure, but is owned solely by its founder Sara Ann Sargent, who manages the work process on a full time basis. Mrs. Sargent has vast experience managing court reporters, legal and medical transcriptionists, as well as a full staff of support personnel. Mrs. Sargent is personally and intimately familiar with all aspects of the production process, and oversees it personally on a daily basis.

Sargent's was founded by Sara Ann Sargent in 1980 and has since grown to a medium-sized company with a presence in Pennsylvania and West Virginia. Before starting her own business, Mrs. Sargent worked as a Court Stenographer under the Pennsylvania Bureau of Worker's Compensation starting in 1976, her background lending a high level of technical knowledge to the company in addition to her role as President. Mrs. Sargent is the also owner of Sargent's Transcription Services, specializing in medical transcription, and Sargent's Personnel Agency, a regional placement service in Western Pennsylvania.

Sara Ann Sargent has won numerous business-related awards, including 1995's Small Business Person of the Year for the Commonwealth of Pennsylvania by the U.S. Small Business Administration. Mrs. Sargent's outstanding business acumen and strong dedication to customer satisfaction is also showcased in her success as a member of many community organizations, including the Community Foundation of Alleghenies Board of Directors; Board of Directors of Conemaugh Health Systems; Memorial Medical Center Board of Directors; Greater Johnstown Community Foundation; Johnstown Area Regional Institute; and Board of Directors of Ameriserv. Mrs. Sargent is a member of various professional associations, including the National Court Reporters Association; Pennsylvania Court Reporters Association; Pennsylvania Association of Personnel Consultants; National Association of Temporary Services; and American Association of Medical Transcriptionists.

Mrs. Sargent's insistence on high quality work, close customer relationships, and a highly customized and individualized approach has made Sargent's an industry leader, not in terms of company size, but customer satisfaction and service. Sargent's management staff consists of highly skilled professionals with vast experience in their areas of responsibility. Sargent's prides ourselves on our ability to adjust our approach on a continuous basis, fulfilling even very specialized requirements without problems.

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Work Plan.

Sargent's Mission Statement:

Vision:

- To be an industry leader in innovation, service, quality and customer satisfaction, every time, all the time.

Mission:

S is for superior performance

A is for always act with honesty and integrity

R is for respect your co-workers and others

G is for great service and great attitude

E is for everything you do matters

N is for no excuses

T is for timeliness, trust and team

S is for service, support and success

Our Promise:

We, the employees of Sargent's, commit to working as a team, providing our clients with excellent work every time, all the time. Our clients are the reason we are employed and therefore their satisfaction is our number one goal.

Security and Confidentiality:

Sargent's staff is fully trained and updated on HIPAA (the Health Information Portability and Accountability Act). Each staff member signs a confidentiality statement and acknowledgement of secure practices and procedures.

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Sargent's Service Procedures:

Sargent's staff works in unison to provide professional client service to assure a quality product, utilizing the following procedures:

1. **Secure Pick-up Procedures and Secure Voice Dictation.**

Sargent's will utilize its staff in its Charleston office to securely pick up dictation at the place and time determined by the Board of Review. Sargent's BCB Voice Dictation is readily available using a standard touch-tone phone and a toll-free number accessible throughout the United States. Dictators will be provided an instruction sheet with the necessary information to log onto the system, enter the correct number at the prompts, and then to dictate, edit and review dictation. Each dictator will be provided a Logon ID number. Sargent's BCB Management software will provide identification of dictator, date and time of dictation, and length of dictation in order to properly manage the transcription of the dictation.

2. **Production and Quality Procedures.**

The Production Manager will assign transcription of hearings and/or decisions to a staff of experienced and highly qualified transcriptionists. A member of our skilled checking staff will check the typed document against the audio for accuracy. Next, a specialized proofreader will review the typed document to assure a quality, final product. Random quality control inspections of the final product are conducted to ensure the high standards Sargent's promotes. All production staff is required to participate in continuous education and training.

Sargent's Secure Online Access Database.

Sargent's utilizes a state-of-the-art, secure online database for job scheduling, client contact information, production steps tracking, invoicing as well as client online access to documents. Clients may obtain a user name and password to securely access and download all documents associated with your account from any internet-ready device.

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). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor 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,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or 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; **or,**

- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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 Purchasing to: (a) reject the bid; 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 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.

Bidder: SARGENT'S COURT REPORTING SERVICES, INC.

Signed: [Signature]

Date: 7/1/10

Title: DIRECTOR OF STRATEGIC PLANNING

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. WV10867

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: SARGENT'S COURT REPORTING SERVICES, INC

Authorized Signature: [Signature] Date: 7/1/10

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____