

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation

25 - Legal

Proc Folder: 282820

Doc Description: ADDENDUM_5: TRANSCRIPTION & COURT REPORTING

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2017-03-09
 2017-03-16
 CRFQ
 0803
 DOT1700000055
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13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Rebecca L. Baker, Certified Court Reporter P.O. Box 7822, Cross Lanes, WV 25356 Phone: (304) 759-2471

> 03/16/17 11:46:40 W/ Purchasine Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307

mark.a.atkins@wv.gov

Signature X Pelican J. Bakes

CEINI #

DATE 3/15/17

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0803 DOT1700000055

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

necessary rev	isions to my proposal, plans a	and/c	or sp	ecification, etc.
	Numbers Received:			
(Check the bo	ox next to each addendum rec	eive	d)	
[V	Addendum No. 1	[]	Addendum No. 6
[V	Addendum No. 2	[]	Addendum No. 7
[N	Addendum No. 3	[]	Addendum No. 8
[V	Addendum No. 4	[]	Addendum No. 9
ſИ	Addendum No. 5	[]	Addendum No. 10
further unders discussion hel	tand that that any verbal repred d between Vendor's represen	esen tativ	tatio es a	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
		R	ebe	ecca L. Baker CCR
				cca L. Baker, CCR Company
			H	Lucia S. Baker
				Authorized Signature
				3-15-17
				Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

WV-10 Approved / Revised 12/16/15

State of West Virginia 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 Vendor Preference, if applicable.

	Application is made for 2.5% 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 or business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application is made for 5% 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,
<u>5.</u>	Application is made for 3.5% 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% 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.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
or (b) as	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
the requi	tission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and n ar	nereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder bything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:_	Rebecca L. Baker Signed: Pelicea J. Baker
Date:	3-8-17 Title: Certified Court Reporter
*Check an	y combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

ATE OF WEST VIRGINIA

FITA COX
506 MAIN AVENUE
NITRO, WV 25143
My commission expires March 93, 2021

Vendor's Name: Rebecca L. Bak	er	
Authorized Signature: Release S. B.	aker	Date: 2/24/17
State of		
County of Hananhaffulnyto-wit:	1 "	
Taken, subscribed, and sworn to before me this da	y of <u>Jeb</u>	, 20 / 7
My Commission expires March 3	, 202/.	SOLE OF
OFFICIAL SEAL	NOTARY PUBLIC	Kilalok
NOTARY PUBLIC		Described to a section of the sectio

Purchasing Affidavit (Revised 08/01/2015)

SPECIFICATIONS (REVISED 2/22/2017)

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation Division of Highways Legal Division, Office of Administrative Hearings and the Division of Motor Vehicles, hereinafter referred to as WVDOT, to establish multiple contracts for transcription and/or court reporting services.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Services"** means performing transcription and/or court reporting services as more fully described in these specifications.
 - 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit_A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Two years minimum experience in transcription and/or court reporting services experience by vendor and/or vendor's staff performing services under this contract.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Transcription/Court Reporting Services

- 4.1.1.1 Vendor Shall Provide a Condensed Transcript and Index. Estimated 19 transcripts per year. WVDOT will provide CD or DVD when only transcription services are needed.
 - **4.1.1.1.1** Vendor shall provide a condensed transcript with four pages per page and index referencing location of keywords in transcript.
- 4.1.1.2 Commodity Line 1 Cost of Original.
 - **4.1.1.2.1** Vendor shall provide the cost charged per page to prepare an original transcript.
- 4.1.1.3 Commodity Line 2 Cost of Original/Expert.
 - 4.1.1.3.1 Vendor shall provide the cost charged per page to prepare an original transcript of expert witness testimony.
- **4.1.1.4** Commodity Line 3 Cost to Expedite.
 - 4.1.1.4.1 Vendor shall provide the cost charged per page to prepare transcript within 24 to 36 hours when rush requested.
- 4.1.1.5 Commodity Line 4 Cost Black & White Copies of Exhibits.
 - **4.1.1.5.1** Vendor shall provide the cost charged per page for copies of exhibits in black and white.
- **4.1.1.6** Commodity Line 5 Cost Color Copies of Exhibits.
 - **4.1.1.6.1** Vendor shall provide the cost charged per page for copies of exhibits in color.
- **4.1.1.7** Commodity Line 6 Appearance Fee.
 - **4.1.1.7.1** Vendor shall provide the cost charged to appear in person for a deposition or hearing. Only one appearance fee will be paid per deliver order.

- 4.1.1.8 Commodity Line 7 Video-Conferencing/Depositions. Estimated 11 depositions per year. Vendor shall have videographer and video equipment. There may be more than one deposition in a day at same or different locations.
 - **4.1.1.8.1** Vendor shall provide cost per hour to attend video-conferencing/depositions.
- **4.1.1.9** Commodity Line 8 Additional Video-Conferencing/Depositions after first Hour.
 - **4.1.1.9.1** Vendor shall provide the additional cost per hour to attend video-conferencing/depositions after first hour.
- 4.1.1.10 Commodity Line 9 Overnight Original.
 - **4.1.1.10.1** Vendor shall provide cost per page to overnight original when overnight delivery requested.
- 4.1.1.11 Commodity Line 10 Minimum Transcript Fee (if any).
 - **4.1.1.11.1** Vendor shall provide the minimum/flat fee rate per transcript (if any). If none, state zero.
- 4.1.1.12 Commodity Line 11 Postage or Hand Delivery Fee.
 - **4.1.1.12.1** Vendor shall provide the flat fee cost to mail and/or hand deliver transcript (if any). If none, state zero.
- 4.1.1.13 Commodity Line 12 Cost of Condensed Transcript with Index.
 - **4.1.1.13.1** Vendor shall provide the cost charge per page to prepare a condensed transcript with index.
- 4.2.1 Turnaround Times and Service Area
 - 4.2.1.1 The vendor shall provide turnaround times for regular and rush orders on the Information Attachment Form (see Exhibit_B).

5. CONTRACT AWARD:

- 5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract will be a progressive award with multiple vendors. Awards will be based on the lowest total of the five (5) bid scenarios listed on Exhibit_A Pricing Pages. Request for service will be placed by phone call and a follow-up email to the lowest bidder. If the lowest bidder cannot provide the services requested at the requested time, within the requested timeframe, the second lowest bidder will be contacted and so forth. We will allow for four (4) hours from the time the email has been sent for the vendor to determine if they will be able to meet our needs and send confirmation back by email. If confirmation has not been received within four (4) hours we will move to the next lowest bidder and send a request by email and the second lowest bidder will have four (4) hours to send an email confirmation and so forth.
- 5.2 Pricing Page: Vendor shall submit Exhibit_A Pricing Page(s) for bid pricing. Vendor should complete the Exhibit_A Pricing Page(s) completing Section_1 and Section_2. In Section_1 the Vendor shall enter a Unit Price for each commodity line. In Section_2 the Vendor shall use the Unit Prices entered in Section_1 to complete the bid scenarios. The vendor should enter the Unit Price; then multiply by the quantity to calculate the line total. If the total cost of the transcript is less than the Minimum transcript fee the Vendor should enter the Minimum fee in the bid scenario, instead of transcript fees. Evaluation will be based on Section_2 of the Pricing Page. Orders will be placed based on pricing bid in Section_1. If there are errors in the pricing the bid price bid in Section_1 shall prevail. Vendor should complete the Pricing Page(s) in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

Mark.A.Atkins@wv.gov

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT: Agency shall pay the cost per page and cost per hour for each service rendered including any minimum or flat fees charged for services performed, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Rebecca Baker
Telephone Number: (304) 759-2471 or (304) 807-645
rax Number: (384) 754- 2471
Email Address: legaleagle 625@msn. com

CRFQ 0803 DOT170000055 Exhibit_A Pricing Page (Revised 3/09/2017)

Section 1 - Unit Pricing

Section 1 pricing will be used as the contract pricing. The unit prices bid in Section 1 shall determine the pricing entered in Section 2 Bid Scenarios. The Evaluation of this award will be based on the Section 2 Bid Total.

Commodity Line	Description	Unit of Measure	Unit Price
1	Cost of Original (Turnaround 7 days)	Page	3.00
2	Cost of Original/Expert	Page	3,00
3	Cost to Expedite (Turnaround 3 days)	Page	4,25
4	Cost Black & White Copies of Exhibits	Page	0.15
5	Cost Color Copies of Exhibits	Page	0.40
6	Appearance Fee	Each	100.00
7	Video-Conferencing/Depositions	Hour	100,00
8	Additional Video-Conferencing/Depositions after 1st Hour	Hour	100.00
9	Overnight Original	Page	5,00
10	Minimum Transcript Fee (if any)	Each	0.00
11	Postage or Hand Delivery Fee	Each	0.00
12	Cost of Condensed Transcript with Index	Page	0.68

Rebecca L. Baker Certified Court Reporter Phone: (304) 759-2471 (304) 807-6458 (cell)

FAX: (304) 759-2471

Email: legaleagle 625@msn.com

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Section 2 - Bid Scenarios

Using the unit prices bid in Section 1, the vendor shall complete the pricing for the following bid scenarios. The vendor shall total all bid scenarios and enter the total on the bid total line. The Evaluation of this solcitiation will be based on the Section 2 bid total.

Bid Scenario 1 -

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
11	Cost of Original (Turnaround 7 days)	Page	3.00	10	30,00
11	Postage or Hand Delivery Fee	Each	0.00	1	0.00
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	0,00	1	0.00
12	Cost of Condensed Transcript with Index	Page	0.68	10	6.80
				id Scenario 1 Total	\$36.80

Bid Scenario 2-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
3	Cost to Expedite (Tumaround 3 days)	Page	4.25	150	637.50
11	Postage or Hand Delivery Fee	Each	0,00	1	0,00
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	0,00	1	0.00
12	Cost of Condensed Transcript with Index	Page	0.68	150	102.00
		, , , , , , , , , , , , , , , , , , ,	Bi	d Scenario 2 Total	\$739.50

Bid Scenario 3-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 7 days)	Page	3,00	100	300.00
11	Postage or Hand Delivery Fee	Each	0,00	1	0,00
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	0.60	1	0.00
12	Cost of Condensed Transcript with Index	Page	0.68	100	68.00
			Bie	l Scenario 3 Total	\$368.00

Rebecca L. Baker

Bid Scenario 4-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 7 days)	Page	3,00	150	450,60
6	Appearance Fee	Each	100.00	1	100.00
7	Video-Conferencing/Depositions (1st Hour)	Hour	100,00	1	100.00
8	Additional Video-Conferencing/Depositions (after 1st Hour)	Hour	100.00	2	200,00
4	Cost Black & White Copies of Exhibits	Page	0.15	5	0,75
5	Cost Color Copies of Exhibits	Page	0.40	5	2,00
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	0.00	1	0.00
12	Cost of Condensed Transcript with Index	Page	0.68	150	102.00
			Bio	l Scenario 4 Total	\$954.75

Bid Scenario 5-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
2	Cost of Original/Expert (Turnaround 7 days)	Page	3.00	150	450,00
6	Appearance Fee	Each	100.00	1	100.00
7	Video-Conferencing/Depositions (1st Hour)	Hour	100,00	1	100,00
8	Additional Video-Conferencing/Depositions (after 1st Hour)	Hour	100.00	2	200.00
4	Cost Black & White Copies of Exhibits	Page	6.15	5	0.75
5	Cost Color Copies of Exhibits	Page	0.40	5	2,00
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	0,00	1	0,00
12	Cost of Condensed Transcript with Index	Page	0.68	150	102.00
			Bid	Scenario 5 Total	\$954.75
			Total of Bid Scena	rios (1+2+3+4+5)	\$3,053.80

Relieva J. Baker

Exh	il	id	t	B
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In	formation Attachment Form
	Transcription Court Reporting
REQUIREMENTS:	Condensed transcript and index to be included Date of Service and Invoice Number to be included
Turn around time regular	7-10 business days 1-4 business days

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This is to certify that

REBECCA L. BAKER

has satisfied the Requirements for Certification of Court Reporters and is entitled to use the designation and seal

CERTIFIED COURT REPORTER.

This certificate is issued by the West Virginia Supreme Court of Appeals pursuant to the Manual for Official Court Reporters of the West Virginia Judiciary and is subject thereto.

IN WITNESS WHEREOF, the Chief Justice and Court Administrator of the West Virginia Supreme Court of Appeals have hereunto affixed their signature this 14th day of June 1991

COURT ADMINISTRATOR

CHIEF HISTICE