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Header 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 697032

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0323

Vendor ID: VS0000016208

SO Doc ID: WWW2000000017

Legal Name: Datagain Inc.

Published Date: 5/20/20

Alias/DBA:

Close Date: 5/27/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 05/27/2020

Status: Closed

Response Time: 12:58

Solicitation Description: ADDENDUM 1:

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 697032
Solicitation Description : ADDENDUM 1:
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-27 13:30:00	SR 0323 ESR0526200000006968	1

VENDOR
VS0000016208 Datagain Inc.

Solicitation Number: CRFQ 0323 WWV2000000017

Total Bid : \$0.00 **Response Date:** 2020-05-27 **Response Time:** 12:58:47

Comments: N/A

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Transcription Services, Legal and Medical	0.00000	EA	\$1.090000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Transcription Services per the specifications attached herein
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EXHIBIT A

PRICING PAGE

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EST. QUANTITY	EXTENDED COST
1	Transcribing Hearings from Digital Recordings	Per Page	\$ 1.09	1500	\$ 1,635.00
2	Typing of Decisions/Orders	Per Page	\$ 1.09	600	\$ 654.00
Total Bid Amount					\$ 2,289.00

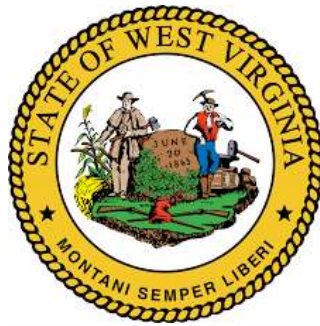
**

Vendor should not alter pricing page and should fill out the pricing page as it is.

The addition or alterations of the pricing page and or addition of commodities other than those listed on the pricing page online or as an attachment, will result in disqualification of bid submittal.

Prepared for : **State of West Virginia**

Prepared by: **Rishi Darira | President**



State of West Virginia

Transcription Services Legal and Medical

Submission of Proposal Deadline
May 27, 2020 by 01:30 p.m.
Solicitation: **WWV200000017**

Datagain⁷

Datagain Inc.

1 Creekside Court, Secaucus, NJ 07094

Phone: 201-598-1767 | Email: rishi@datagainservices.com

Web: www.datagainservices.com

Valid for 60 Days

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Letter of Transmittal

Date: 27/04/2020

RE: Datagain's Proposal in response to the Request for Quotation: Transcription services for legal and medical.

Dear Selection Committee,

Datagain Inc. (Datagain) appreciates the opportunity to present our Legal and Medical Transcription Services experience to State of West Virginia, Purchase Department (hereafter "Agency"). response to the RFQ No: 0323. We are a New Jersey based SBE/MBE firm. We have provided a summary of why we believe that Datagain will be the best fit for this important initiative throughout our response. We are looking to forge a long-term work relationship and will strive to provide the highest level of service consistently

We are looking to forge a long-term work relationship and will strive to provide the highest level of service consistently. We affirm that Datagain will abide by the terms, conditions, and requirements mentioned in the document without any exception and leverage best industry practices while meeting the overall objective of this contract. Datagain is confidently committing to Agency that if chosen as trusted partner to provide transcription services, with our vast experience brought by subject matter experts (SME's) and skilled proof-readers would meet the expectations of the Agency.

Datagain has been trusted by hundreds of clients up till now in providing transcription services with the similar scope and size to that mentioned in RFP for multiple clients such as **State of Utah** (Department of Work & Services), **Superior Court of California** and **State of Missouri** for Transcription Services.

If you have any questions regarding the proposal or need further information, please don't hesitate to contact me. As the President of Datagain. I'm the authorized individual to bind the firm to all statements proposed services, and prices offered, and I am further authorized to sign this proposal. We hope to get an opportunity to provide transcription services to Agency.

Sincerely,



Rishi Darira | President

P: 201.598.1767 | E: rishi@datagainservices.com

Signature

A handwritten signature in black ink, appearing to read 'Rishi Darira', written over a white rectangular background.

Executive Summary

Datagain is an **MBE/SBE** firm certified by The State of New Jersey, Department of Treasury, with our headquarter in Secausus, New Jersey . Datagain brings about **12+ years** of experience and capabilities of serving fortune **500 + companies**, agencies (Local, State, and Commercial) including 2000+ successful projects delivered, **100,000+ hours** of Interviews, having provided Medical transcription, Legal transcription, Oral Histories , Focus group within timely and budgetary conditions, Therefore, we feel that our longstanding relationship with the clients and history of providing Transcription services since 2006. Our experienced Transcriptionists are the key differentiator between us and our competitors. We have a dedicated team of **50+ transcriptionists**, subject matter experts and proof-readers to ensure highest level of accuracy and highest quality transcript. Our transcription team specializes in transcription as Outlined in the RFP. Our brand has come to build itself upon the promise of quality, we will carefully select our best transcriptionists and SME's who will transcribe ensuring **98% accuracy** keeping the document as original as it was said. Datagain has **never had a failed project** or been suspended, debarred and faced any litigation in the Past 12 years.

Datagain has been trusted by hundreds of clients till now in providing transcription services with the similar scope and size to that mentioned in RFP for multiple clients such as:

- State of Missouri
- State of Utah
- Superior Court of California
- Mathematica Policy Research
- State of Oregon
- Spotify USA, Inc.
- University of Pennsylvania
- New York University Roger Williams School of Justice Studies
- John Jay School of Criminal Justice and many more.
- Department of Physical Medicine & Rehabilitation
- Albert Einstein College of Medicine
- Duke Digital Health
- Denver Health and Hospital Authority
- Boston Medical Center

Clients

We work with great brands.
Close partnerships with really cool clients let us do world-class work.



& many more.

Corporate Particulars

Name of Firm: Datagain Inc.
 Contact Person: Rishi Darira | President
 Telephone: (201) 598-1767
 Email Id: rishi@datagainservices.com
 Headquarters Location: 709 Mainsail Lane, Secaucus, NJ 07094
 Web Properties: datagainservices.com
 Legal Status: Corporation
 State of Incorporation: New Jersey
 Date of Incorporation: 04/30/2014
 Tax ID: 46-5535772
 Employer Identification Number: 465535772
 DUNS No: 079422914

Transcription Process

Detailed workplan and approach for the transcription services as mentioned below but not limited to the following information:

- Datagain will provide transcription, electronically returned within 4 working day for hearings and 2 working days for decisions/orders after orders are received
- We lay a lot of stress on data security hence Datagain has a custom HIPAA compliant cloud- based File Management system for secure file transfer. Your team would get a free account to upload the files in various formats. Datagain's dedicated Project Manager would be monitoring your account on an ongoing basis.
- As soon as we get recording it will be uploaded on our File Management system our teams receive an alert and they immediately start working on the transcriptions.
- The Agency team would have the ability to monitor the file progress and review the status updates for each file if the file is being transcribed, proofread or the transcript is ready.
- The Agency team will be able to download the transcripts from the account. The file-management system can also serve as an archive to retrieve historical transcripts.

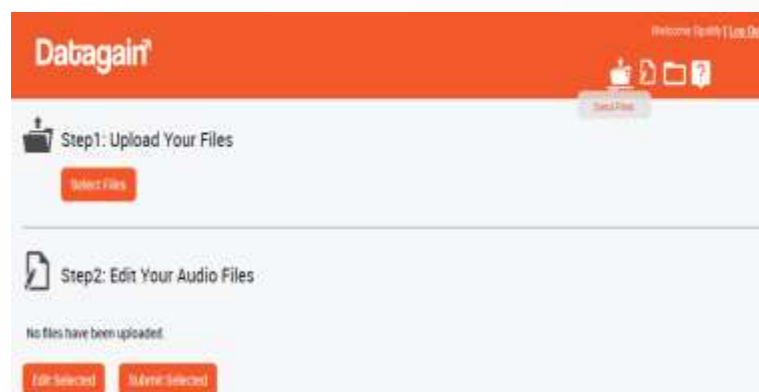


Figure 1: Upload File

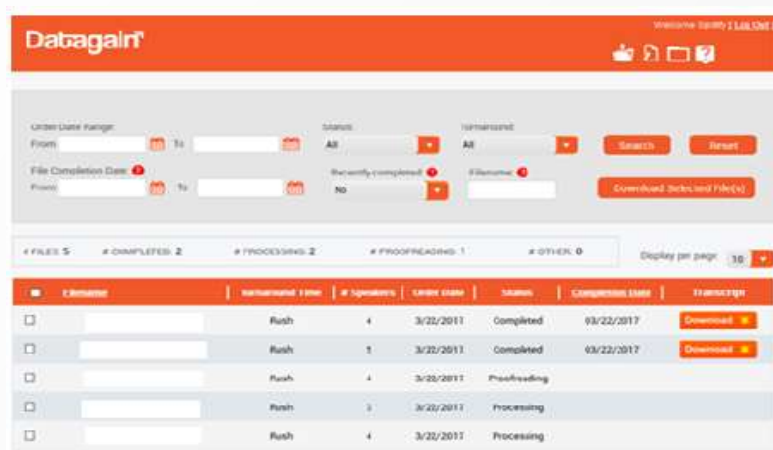


Figure 2: Check status of uploaded files

Having provided transcriptions for over 12+ years, we realize the importance fact checking names given the context and experience with various terminologies is critical to ensure accuracy while transcribing. We will carefully select our best 3 transcriptionists who specialize in legal transcriptions. We have never had a failed project or been suspended, debarred and faced any litigation.

Transcription Process Level

The first level of transcription entails a transcriber typing out the content of an audio recording on to a Word processing software, usually MS Word. His or her job is to quickly type out the transcript and report any issues in the recording, if any. He is to use the right template and follow the instructions and styles of the client as closely as possible.

The second level of transcription is simply called proofing. It entails an editor or a quality assurance editor who listens to the recording all over again while checking the typed transcript. The editor looks for issues in grammar, consistency of spelling and context. He corrects mishears, formatting issues, and all the indiscernible tags left behind by the first-level transcriber. He or she then provides feedback to the first level transcriber so the transcriber can improve his or her transcription skills. Our 2-level transcription process, therefore, provides an excellent quality assurance and is an internal skill development process as well.



Management Team

Contact Person	Contact Detail
Rishi Darira -President	Mob No: +1 (201) 598 1767 Email Id: rishi@datagainservices.com
Jenifer Toussant - Project Manager	Mob No: +1 (203) 514 1141 Email Id: jenifer@datagainservices.com

Rishi Darira: Rishi has a master's degree in Industrial Engineering from University of South Florida. During the last 10 years with Datagain he has successfully managed many transcription projects. He also has more than 10 years of experience in customer insights and Project management. He has over a decade of experience working as Project Director for Envirosell (consumer insights consultancy). He has managed several projects for fortune 500 clients - Microsoft, Walmart and Verizon by supervising a team of over 50 employees. Rishi has been with Datagain for over 13 years and will be single point of contact for the client.

Jenifer Toussant: Jenifer has worked with Datagain since its inception. She has a degree in Writing/Philosophy from University of Pittsburgh. Jenifer was ranked #1 out of more than 128,189 service providers in the Admin Support category, recognized for excellence in service delivery, client relationship, client feedback and marketing (Elance's standardized system for ranking providers). She specializes in transcribing interviews with accents and has the ability to work with editing software.

Hiring Practice

Datagain appoints only experienced transcriptionists. After screening the resume only those candidates who meet our core values are asked for the interview. After interviewing & background check offers are sent to those individuals who can commit to provide an excellent turnaround time. Datagain's recruiting and retention practices are our strongest assets. Our fill rates are amongst the highest in the industry. The same standard of excellence applies to our attrition rates, which demonstrates our ability to retain qualified employees and maximize the customer's investment and deliver consistent high quality work. Many of Datagain's current employees started their career more than a decade ago with us. Most of these seasoned professionals have vested interest in our corporate fringe benefits, and serve as an example to others whose careers depend on solid enterprises.

Our Transcribers are highly experienced in management and administration of transcription services. They possess high education levels and ensure consistency and speed up the process due to familiarity with the content they have been handling similar types of assignment to those listed in the RFP for both private and public agencies for many years. Below mentioned our best 04 transcriptionists who will be assigned for the Project.

- **Danielle Bodnar:** Danielle has been working as a transcriptionist for over 6 years with Datagain. Danielle has a degree in Writing, Literature and Publishing from Emerson College in Boston. She is also an expert book editor. She specializes in transcribed interviews and videos on various topics, formatted and fact-checked transcripts.
- **Deborah Hoffman:** Deborah has been working with Datagain for over 10 years. She is a US Airforce Veteran She is proficient with Legal terminologies and is our fastest transcriber. She is passionate about her work and doesn't hesitate to research and fact check terms to understand context which leads to highly accurate transcripts.
- **Janice Tuggle:** Janice has been working with Datagain for over 6 years. Janice has a degree in Applied Science from Kaplan University. She specializes in Transcriptionist: focus groups, two speaker interviews, educational, medical and scientific research interviews, sermons, podcast, videos.
- **Elizabeth Williams:** Elizabeth has been working with Datagain for over 5 years. Elizabeth has a degree in Medical Terminology from Gateway Community College New Haven CT. She specialized in transcribing interviews, medical research interview, Proofreading and editing.

Work Experience : Above mentioned transcriber worked with multiple clients such as Roger Williams School of Justice Studies, John Jay School of Criminal Justice , State of Oregon, State of Missouri , Superior Court of California , Mathematica Policy Research, Spotify USA, Inc, University of Pennsylvania, Boston Medical Center, New York University and many more.

Reference

Datagain has 7+ year of direct experience in transcribing police officer's confidential case notes, recordings, videos, witness statements , statement of an accused, other confidential material requiring secure handling etc., detail mentioned below for your reference.

Agency or Firm Name:	Associate Professor Roger Williams University School of Justice
Business Address:	Studies One Old Ferry Road Bristol , RI 02809
Contact Person:	Melissa B Russano
Telephone:	(401) 254-3878
Email address:	mrussano@rwu.edu
Type of Service:	Transcription services for statement of an accused.
Agency or Firm Name:	State of Missouri
Business Address:	421 East Dunklin, Jefferson City , MO 65104
Contact Person:	Chris Downing
Telephone:	(573) 751-3331
Email address:	chris.downing@oa.mo.gov
Type of Service:	Legal Transcription for conducting of several employment issue hearings, etc., The hearings consist of the claimant, employer, referee, occasionally an attorney, and any number of witnesses.
Agency or Firm Name:	State of Utah
Business Address:	Utah Department of Workforce Services Adjudication Division 140 East 300 South P.O. Box 45244
Contact Person:	John Benneth
Telephone:	(801) 671-9977
Email address:	jbennett@Utah.gov
Type of Service:	Transcription services, for appeals hearings for Utah Department of Workforce Services Adjudications Division
Agency or Firm Name:	Superior Court of California County of Sant Clara
Business Address:	191 North First Street , San Jose California 95113
Contact Person:	David Florence
Telephone:	(408) 882-2758
Email address:	dflorence@scscourt.org
Type of Service:	Transcription services to create straight verbatim transcripts of legal proceedings where the spoken word must be preserved as a written transcript. These transcripts ensure a complete, accurate, secure and confidential legal record of proceedings.
Business Address:	Program Director Future Without Violence
Business Address:	100 Montgomery St, The Presidio San Francisco , CA 94129
Contact Person:	Leiana Kinnicutt
Telephone:	(415) 678-5500
Email address:	Kinnicutt@futurewithoutviolence.org
Type of Service:	Transcription services , Interview with Commissioner regarding issue of intimate partner violence within child welfare.

Reliability

You will discover the difference as soon as you begin working with Datagain Inc. Every member of the team is passionate about providing the best possible service and developing excellent working relationships with our clients. Whether you contact us by phone or email, you will be dealing with someone who genuinely wants to help. What matters to you matters to us. Proactive and friendly communication, clarity and a willingness to go the extra mile when it is needed are all part of the service. We are proud of the work we do. We value our transcribers; we value our clients – you can always rely on Datagain. Privacy Promise All of Datagain Inc. professional transcriptionists are subject to the highest standards of confidentiality. Each of our transcriptionists is required to sign a non-disclosure agreement. Additionally, we have taken measures to ensure the privacy and security of our platform. All data submissions are automatically encrypted and securely stored in your own personal interface.

Customer Service

At Datagain we pride ourselves on providing excellent customer service. Our in-office hours are 8:00 a.m. to 6:30 p.m. local time. Our systems are set-up for telephone calls, if placed outside of those hours, to be forwarded to Datagain personnel for assistance. We respond to emails out of work hours, 7-days a week.

Client satisfaction and quality of service are high priorities of the company. Datagain maintains these standards of service through our focus on client needs, the company's management structure, business practices and staff expertise. We have the depth of resources to provide fast turnaround of high-quality transcription services, and are accustomed to meeting the specific transcription requirements for our varied clients.

Accuracy

While 98% accuracy in transcription is the acceptable quality standard, we always work towards 100% accuracy. Essentially, this strict quality control process is designed to ensure that at least two transcribers review every piece of transcription or work performed. Even when it might be considered a 'simple' situation. In a more complex situation, we'd often have a third or even fourth transcriber/editor reviewing the transcripts who are experts and experienced in that content area. When we are faced with difficult audios, it is not uncommon to assign them to experienced and expert editors. Editors who are familiar with the client's instructions and styles are always preferred to work on transcripts that are difficult. Sometimes we are required to do extensive research on the subject matter and to reference credible sources to improve the quality of our transcripts. This may include internet research of individual names and places, legal codes and scientific studies. We're always cross-checking and cross-referencing websites to confirm spellings and details to get everything right and accurate. Proper use of punctuations and flow of sentences is taken into consideration for the overall quality of a transcript. Going into all this trouble, also allows us to ensure consistency that is vital to the nature of a document. Our goal is to produce documents that are grammatically proper, factually correct, and easy to read.

Quality Assurance

- We lay a lot of stress on data security hence Datagain has a custom HIPAA compliant cloud- based File Management system for secure file transfer.
- Your team would get a free account to upload the files in various formats. Datagain's dedicated Project Manager would be monitoring your account on an ongoing basis.
- All the transcriptions are done manually followed by an independent proofreader checking the entire transcript to ensure high level of accuracy.
- We will assign a dedicated Project Manager for the Agency account who will be the single point of contact and will ensure seamless communication that is critical for projects with short turnarounds.
- We treat all recordings with utmost confidentiality. All our transcription staff would execute an NDA and will only work via the secure Data Management Portal.
- We will conduct a monthly performance review with the Agency to discuss your needs and our performance on this contract. We measure our performance first by requested feedback and continued communication from the Agency. We employ management and administrative staff that ensures our clients' needs and requirements are met. Should an assignment fall beyond these set standards we firstly rectify the assignment and thereafter investigate and fix whatever problem arise. Additionally, we conduct independent audits on a routine basis.
- Client satisfaction and quality of service are high priorities of the company. Datagain maintains these standards of service through our focus on client needs, the company's management structure, business practices and staff expertise. We have the depth of resources to provide fast turnaround of high-quality transcription services and are accustomed to meeting the specific transcription requirements for our varied clients.

Security and Compliance

In this digital day and age, data security is of paramount importance. Knowledge is power is a maxim that very much holds true here, and the protection of data must be a key concern who have entered the tech age. Our privacy policy and our privacy practices go beyond the typical standard in the technology industry. We recognize that information is important. That's why we do not rent or sell information to third parties, and it's why we do not share this information with any third parties for marketing or advertising purposes. Datagain has a Chief Privacy Officer; a dedicated User Trust & Safety Team made up of employees from almost every aspect of the company; and a Security Team, whose everyday responsibilities are to continually monitor and improve the safety and security of Datagain's services.

Physical Security

Datagain has selected servers located in the United States for computing and storage of all data. The data centers are state of the art, utilizing innovative architectural and engineering approaches. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Fire Detection and Suppression: Automatic fire detection and suppression equipment have been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action or gaseous sprinkler systems.

Power: The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.

Climate and Temperature: Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.

Management: Electrical, mechanical, and life support systems and equipment are monitored so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.

Storage Device Decommissioning: When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. The techniques used are detailed in DoD 5220.22- M (“National Industrial Security Program Operating Manual”) or NIST 800-88 (“Guidelines for Media Sanitization”) to destroy data as part of the decommissioning process. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry- standard practices.

Network Security

Secure Network Architecture: Network devices, including firewall and other boundary devices, are in place to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services. ACLs, or traffic flow policies, are established on each managed interface, which manages and enforce the flow of traffic.

Secure Access Points: Limited number of access points to the cloud are strategically placed to allow for a more comprehensive monitoring of inbound and outbound communications and network traffic. These customer access points are called API endpoints, and they allow secure HTTP access (HTTPS), which allows Datagain to establish a secure communication session with our storage or compute instances.

Network Monitoring and Protection: Wide variety of automated monitoring systems provide a high level of service performance and availability. Monitoring tools are designed to detect unusual or unauthorized activities and conditions at ingress and egress communication points. These tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts. The tools can set custom performance metrics thresholds for unusual activity. Alarms are configured to automatically notify operations and management personnel when early warning thresholds are crossed on key operational metrics. An on-call schedule is used so personnel are always available to respond to operational issues.

System Security: Datagain’s system administrator manages our network’s access permissions, manages security configuration, and updates to the operating system.

Security Staff: Datagain’s System Administrator and other IT staff have appropriate background and experience. All Datagain’s staff has undergone complete background and criminal checks.

Security Policy: We have implemented restricted username and password access to all user accounts. All passwords must be at least 8 characters long, with upper and lower-case alphabets and numbers. Screen-blanking and lockout mechanisms are deployed on all employee workstations at Datagain. We do not have any agreements to share and/or sell data about our customers to third parties.

1 BEFORE THE WORKERS' COMPENSATION BOARD OF

2 THE STATE OF [Un-Identified]

3 HEARINGS DIVISION

4

<p>5 In the Matter of the Compensation)</p> <p>6)</p> <p>7 of)</p> <p>8)</p> <p>9 MARK [Un-Identified], Claimant)</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>WCB No. 13-06446</p> <p>Claim No. 8271712J</p> <p>TRANSCRIPT OF PROCEEDINGS</p>
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TRANSCRIPT OF PROCEEDINGS

1
2
3 THE ALJ: And we are on the record in the matter of the compensation
4 of Mark [Un-Identified] ,13-06446, and we are in Bend, [Un-
5 Identified], before Administrative Law Judge Robert Pardington.
6 Claimant is present and represented by his attorney Phil [Un-
7 Identified] and we have [Un-Identified] for Vic [Un-Identified]
8 Construction and SAIF Corporation. [Un-Identified], she's from the
9 employer - V-I-C-K-I [Un-Identified] is here. And let me just go to
0 Mr. [Un-Identified] for the... Oh, I'm sorry. Would parties waive a
1 reading of rights, please?

2 MR. [Un-Identified]: Claimant waives.

3 THE ALJ: And Ms. [Un-Identified]?

4 MS. [Un-Identified]: Yes.

5 THE ALJ: And then, for the official identification of your issues
6 today we'll go to Mr. [Un-Identified].

7 MR. [Un-Identified]: Yeah, thank you, Your Honor. Mr. [Un-Identified]
8 appealed in November 21, excuse me - yeah, November 21, 2013 denial,
9 exhibit 18, compensability of a bilateral foot condition diagnosed by
0 his doctors as burns, thermal injuries. He's also raised a penalty
1 issue for late payment of mileage and other reimbursement from
2 attending an IME on November 13th.

3 THE ALJ: Alright.

4 MS. [Un-Identified]: And Mr. [Un-Identified], how much is this
5 mileage and meals reimbursement that's requested?

1 MR. [Un-Identified]: Subsequent to the request for hearing it was
2 paid and--

3 MS. [Un-Identified]: Well, no but--

4 MR. [Un-Identified]: \$253.37 is what was reimbursed to Mr. [Un-
5 Identified] on a check dated January 13th. [pause]

6 THE ALJ: Okay, so that's, that's what was paid, you said?

7 MR. [Un-Identified]: Correct, that was, yeah, it was paid late.

8 THE ALJ: Oh, paid late.

9 MR. [Un-Identified]: So, at the time--

0 THE ALJ: Oh, okay.

1 MR. [Un-Identified]: --of the hearing, at the time the hearing was
2 requested it was unpaid. It was subsequently paid.

3 THE ALJ: Oh okay.

4 MR. [Un-Identified]: And that's, that's the amount that was, that
5 was--

6 THE ALJ: I've got you. So, there's not, there's nothing really
7 outstanding now; you're just contending it's late.

8 MR. [Un-Identified]: Correct.

9 THE ALJ: There, therefore you're looking at penalty, okay.

0 MR. [Un-Identified]: Correct.

1 THE ALJ: Alright. And any comments on the issues otherwise, Ms. [Un-
2 Identified]?

3 MS. [Un-Identified]: Those are the issues as I understand them.

4 THE ALJ: Okay, and exhibit-wise just for the record I have 1 through
5 23 in total; with an A, 4A and 18A. Any objections from Claimant?

1 MR. [Un-Identified]: No, Your Honor.

2 THE ALJ: Alright, and from SAIF?

3 MS. [Un-Identified]: No.

4 THE ALJ: Okay, those are admitted. And any kind of opening statement,
5 Mr. [Un-Identified]?

6 MR. [Un-Identified]: The Claimant will be relying on his doctor's
7 opinions regarding the nature of his injury, which appears to be the
8 dispute - they are burn injuries to the insides of both feet which
9 occurred on September 18th when he was unfortunately walking on hot
0 asphalt that he was scheduled to deliver for the employer; and sought
1 treatment beginning March 23rd, 2013.

2 THE ALJ: Okay, a distinct injury then--

3 MR. [Un-Identified]: Correct.

4 THE ALJ: --is what you're contending? Okay.

5 MR. [Un-Identified]: Correct.

6 THE ALJ: Alright. Anything by way of opening for SAIF?

7 MS. [Un-Identified]: Have you read the medical records yet?

8 THE ALJ: I have skimmed it. I have gotten the gist of the theories,
9 you know, etc.

0 MS. [Un-Identified]: Okay.

1 THE ALJ: And the preexisting condition, you know, etc.

2 MS. [Un-Identified]: Okay, then I would waive opening.

3 THE ALJ: Okay, and let's just go right into witnesses.

4 MR. [Un-Identified]: Right, Your Honor. I'd like to first call on,
5 just on the penalty issue Bonnie [Un-Identified].

1 THE ALJ: Bonnie [Un-Identified], okay. Come on up here, please.

[Un-Identified],

called as a witness in behalf of the Claimant/defendant, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

(BY MR [Un-Identified] :)

THE ALJ: Okay, and alright, let's see. We, I have you as Bonnie [Un-Identified], B-O--

A. It's B-O-N-I-T-A, it's [Un-Identified] actually.

THE ALJ: Okay, so [Un-Identified], B-O-N-I-T-A [Un-Identified], alright.

Mr. [Un-Identified]?

Q. Thank you. Ms. [Un-Identified], are you related to Mark [Un-Identified]?

A. Yes.

Q. How are you related?

A. I'm his wife.

Q. Okay. Did you attend a medical exam scheduled by SAIF Corporation for your husband?

A. Yes.

Q. Where was that exam?

A. In Portland.

Q. Okay. Were you given instructions by SAIF as to how to request reimbursement for your husband's lost earnings and mileage and other items that were spent for that trip?

A. It was, yeah, it was a paper that he filled out and asked for copies of receipts.

Q. Okay, and was, I have a-- We have Exhibit 15 doctor and exam. We have a Dr. Mangum that was on, excuse me, November 13th, 2013. Did you, was that the exam?

A. Yes.

Q. And did you go on November 13th?

A. Yes.

Q. Did you submit a request for reimbursement after you returned from that exam?

A. Yes.

Q. When did you do that?

A. On the 15th.

Q. How do you know that?

A. 'Cause I, I'm a note writer [laughs] and when I made the copies at my work and put them in the envelope, I noted on the front of the envelope I had.

Q. And, let's see--

A. I put the receipts in it.

Q. Okay. And is this the envelope?

A. Yep.

Q. And are these the receipts that you say you submitted to SAIF?

A. Yes.

Q. Or copies of them? You sent them copies or--

A. Yeah these, I made copies, yeah.

Q. Okay. And you put them in the envelope. And who was it addressed-- Who was the envelope addressed to?

A. SAIF with an address, that's all I can remember.

Q. And back in-- Did you get two checks from SAIF?

A. The one from his lost wages for the day.

Q. Yes, and I'll show you that one. And does that look like the amount you received for the lost wages?

A. Yes.

Q. How much is that? Can you just read that for me, please?

A. \$107.90.

Q. And what's the date on the bottom right-hand, left-hand corner there?

A. 12/11/13.

Q. And did you receive that check shortly after that?

A. Yes.

Q. 12/11/13?

A. Yes.

Q. Okay, did you-- And did you receive your mileage check?

A. No.

Q. Did you eventually receive your mileage check?

A. Yes. [laughs]

Q. Is that, I'll show-- Here's a receipt for \$253.37, is that the amount you received?

A. Yes.

Q. And what's the date on the bottom of that one?

A. January 13th of '14.

Q. 2014?

A. Uh-huh.

Q. And is that, did you receive it shortly after that?

A. Yes.

6 Q. Okay.

7 THE ALJ: And the exact amount came out \$53, what was it?

8 A. \$253.37.

9 THE ALJ: \$0.37.

0 Q. I can submit copies of these, Your Honor. I didn't make copies for
1 the file.

2 THE ALJ: Okay.

3 Q. If you'd like these are the two documents that--

4 THE ALJ: It's up to you. I wrote down the exact amounts and I've been
5 of course taking down her testimony, so--

6 Q. That's all I have, thank you.

7 THE ALJ: Okay, cross?

8

9

0

CROSS-EXAMINATION

1 (BY MS. [Un-Identified]:)

2

3 Q. Uh-huh, let me take a look at the paperwork. [pause] So, I've got
4 an envelope that's a SAIF envelope addressed to Mark [Un-Identified]
5 with a handwritten notation on the front of it that says something,
6 'Meal, rec and something, 11/15/14.'

1 A. Uh-huh. Well, it should have said '13 I think. I'm just, [laughs]
2 I was in a hurry.

3 Q. So, it's your testimony that on October 31st of 2013 you were
4 already dating things 2014?

5 A. Yeah, because of my job.

6 Q. What's your job?

7 A. I'm a housekeeper at the Sleep Center for St. Charles.

8 Q. And why does that make you write things two months before the year
9 turns?

0 A. Because I'm always-- I do these apartments for the hospital and
1 I'm having to stay ahead so I have a calendar for the next year to be
2 marking things.

3 Q. And what's in this envelop is a map and a copy of an IME letter,
4 telling your husband where his IME is and who it's going to be with,
5 and some receipts for Fred Meyer and IHOP and the Red Lobster. There's
6 no copy in this envelope of a form for mileage.

7 A. No.

8 Q. Did you keep a copy of the form for mileage?

9 A. No, I didn't.

0 Q. What did you put in the envelope that you sent on November 15th of
1 whatever year?

2 A. The paper that we filled out and the copies of the receipts.

3 Q. And do you have any copies of what you put in the envelope?

4 A. No. [pause]

5 Q. I have no other questions.

1 THE ALJ: Okay, anything redirect?
2
3

4 REDIRECT EXAMINATION

5 (BY MR. [Un-Identified]:)

6 Q. Yes, Your Honor. Ms. [Un-Identified], did you put in the receipt
7 for your husband's lost wages in this same envelope?

8 A. No, he did that from the office, they faxed it. I do have a copy
9 of that--

0 Q. Okay.

1 A. --the fax that they sent.

2 Q. Okay. Thank you, that's all I have.

3 THE ALJ: Alright. Anything else, Ms. [Un-Identified]?
4

5 RE-CROSS EXAMINATION

6 (BY MS. [Un-Identified]:)

7 Q. So, I asked you if you put the lost wages and the receipts in the
8 envelope that you sent back and you said yes. Is that not accurate?

9 A. No, I put the receipts and the paper that we filled out in the
0 envelope and mailed it.

1 Q. And the paper you filled out, what was on the paper that you
2 filled out as much as you can remember? Was it a request for lost
3 wages?

[UN-IDENTIFIED] -ReD/ReX-

1 A. No, I don't-- Well, I don't remember for sure. I just remember
2 making the copies and putting it in the envelope with the paper that
3 came in the other envelope to be sent back. [pause]

4 Q. Okay, I have no other questions.

5 THE ALJ: Okay.

6 MR. [Un-Identified]: Thank you.

7 THE ALJ: Anything else?

8 MR. [Un-Identified]: No, Your Honor.

9 THE ALJ: Okay. Alright, additional witnesses?

0
1 MR. [Un-Identified]: I'm going to call on Mark [Un-Identified].

2
3 MARK [Un-Identified],
4 called as a witness on his own behalf, having been first duly sworn,
5 was examined and testified as follows:

6
7 DIRECT EXAMINATION

8 (BY MR. [Un-Identified]:)

9 THE ALJ: Okay. Mr. [Un-Identified]?

0 Q. Thank you, Your Honor. Mr. [Un-Identified], where do you work?

1 A. Vic [Un-Identified] Construction.

2 Q. What do you do for them?

3 A. Drive a dump truck.

4 Q. How long have you worked for them?

5 A. Off and on 17 years. [laughs]

1 Q. Okay, and what kind of a-- Is there a size or a type of dump truck
2 that you drive?

3 A. Well, it's a transfer, yeah.

4 Q. What's that mean?

5 A. It's got a trailer that goes inside the truck itself, yeah, when
6 you're delivering.

7 Q. Okay, and do you deliver the same thing all the time?

8 A. Well, it's rock and dirt and asphalt, a little bit of everything.
9 [laughs]

0 Q. Okay. And has that been a fulltime job for you for the last 17
1 years?

2 A. Yeah, pretty much except for during the winter.
3

4 Q. Okay. And how big is this truck? What's the size of the items that
5 you can, or the volume I guess - is that how you measure it?

6 A. Well I, I can haul 100,000 on it, 100,000 lbs.

7 Q. Okay. And do you drive, do you haul one thing more than another?

8 A. No, not really, no.

9 Q. Okay. And do you use a method for keep, for covering the loads?

0 A. Yeah, we've got a roll tarp.

1 Q. And how does that work?

2 A. You just get on the back of the truck and pull a rope, and it
3 rolls out. And then you tie it down.

4 Q. Okay. And do you tarp everything?

5 A. No, mostly just asphalt.

1 Q. Okay.

2 A. And sometimes dirt, you know, that won't blow out.

3 Q. Okay. And so how often do you have to tarp in your loads? Is that
4 something you're doing every day or--?

5 A. Pretty much, yeah.

6 Q. Alright. So, when it works correctly are you doing it from the
7 ground or are you standing on the truck?

8 A. You have to stand on the apron to get it up over the hump of the
9 load, yeah.

0 Q. Okay. And where's the roll located where the tarp is rolled out?

1 A. On the front of the dump bed itself.

2 Q. Okay. And where's this rope?

3 A. It's tied to the roll tarp.

4 Q. And where does it come, where's the other end where you're
5 standing?

6 A. Well that, you have to tie it up at the front, you know, when
7 you're not using it. And then, when you go to roll it out you have to
8 untie it, get on the apron and pull it.

9 Q. Okay. Is there any kind of automation on this or is this just
0 something you pull?

1 A. There's something we pull, yeah.

2 Q. Is there a spring on it that--

3 A. Yeah, there's a spring. It'll pull itself back when you un-tarp
4 it, yeah.

5 Q. Okay. And when it doesn't work correctly, what do you have to do?

1 A. Well, there's been several times that we've had to get up there,
2 yeah.

3 Q. And 'get up there,' what's that mean?

4 A. Well, you have to get up in the load itself and then get the tarp
5 unstuck.

6 Q. Okay. And what determines whether the tarp is stuck or not?

7 A. Well, sometimes it's older asphalt that's got cold, you know, and
8 you can't get it to move. And like the day I got hurt, that was
9 because I tried rolling backwards on the roller.

0 Q. Okay. So, let's talk about the day you got hurt. That's, what date
1 is that?

2 A. September 18th.

3 Q. Okay. And what were you loading that day?

4 A. Asphalt.

5 Q. Okay, and where's that come from?

6 A. Our plant right there in Lupine.

7 Q. Okay, and how is it loaded into the truck?

8 A. It's dumped in by a silo.

9 Q. So, it's something you drive underneath?

0 A. Yep, yeah.

1 Q. Okay. So, and then where do you go to put the tarp on once it's
2 loaded?

3
4 A. Well, what we do, we come out and we go across the scale to make
5 sure we're legal, you know, and then we'll tarp it.



*Dr. Saul Kassin
Distinguished Professor*

*524 W. 59th Street
10th Floor
New York, NY 10019
skassin@jjay.cuny.edu*

September 14, 2018

Datagain Inc.
709 Mainsail Lane
Secaucus, NJ 07094

Dear Datagain, Inc.

I want to thank you for all the good work you've done for me over the past seven years.

Whether I have sent you audio files or video recordings, individual narratives or question-and-answer interviews involving two or more speakers, your transcriptions have been accurate, on time, and reasonably priced.

I also appreciate how easy you have made it to upload files as well as your willingness to personally deliver sensitive files when that has been necessary.

Thanks again. I hope to continue our relationship in my future research endeavors.

Sincerely,



A handwritten signature in black ink that reads "Saul Kassin". The signature is written in a cursive, flowing style.

Saul Kassin
Distinguished Professor of Psychology



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER RFPS30034902000480	CONTRACT TITLE Legal Transcription Services
CONTRACT NUMBER CS200480001	CONTRACT PERIOD February 21, 2020 through February 20, 2021
REQUISITION/REQUEST NUMBER RS1920000069	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4655357720 0/MB00109829
CONTRACTOR NAME AND ADDRESS Datagain, Inc. 1 Creekside Court Secaucus, NJ 07094	STATE AGENCY'S NAME AND ADDRESS Department of Labor and Industrial Relations Division of Employment Security 421 East Dunklin Jefferson City, MO 65104
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Datagain, Inc. in response to RFPS30034902000480 is accepted in its entirety.	
BUYER Chris Downing	BUYER CONTACT INFORMATION Email: chris.downing@oa.mo.gov Phone: (573) 751- 3331 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 02/21/2020
DIRECTOR OF PURCHASING  Karen S. Boeger	

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

DATAGAIN INC

0400655726

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 04/30/2014 and was assigned identification number 0400655726. Following are the articles that constitute its original certificate.

1. Name:

DATAGAIN INC

2. Registered Agent:

RISHI DARIRA

3. Registered Office:

709 MAINSAIL LANE
SECAUCUS, NJ 07094

4. Business Purpose:

ALL THE LEGAL BUSINESS ACTIVITY ALLOWED UNDER THE LAW

5. Stock:

100

6. Effective Date of this Filing is:

04/30/2014

7. Designation of Shares:

100 COMMON SHARES OF DOLLAR 10 EACH

8. First Board of Directors:

RISHI DARIRA
709 MAINSAIL LANE
SECAUCUS, NJ 07094

9. Incorporators:

RISHI DARIRA
709 MAINSAIL LANE
SECAUCUS, NJ 07094

10. Main Business Address:

709 MAINSAIL LANE
SECAUCUS, NJ 07094

Signatures:

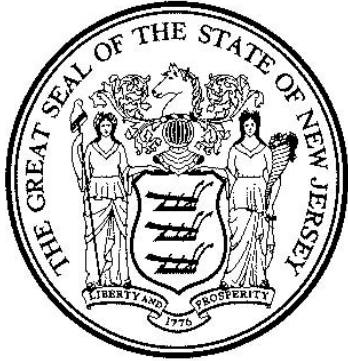
RISHI DARIRA

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

DATAGAIN INC

0400655726



Certification# 132085302

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
30th day of April, 2014*

*Andrew P Sidamon-Eristoff
State Treasurer*

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

DATAGAIN INC
0400655726

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on April 30, 2014.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

RISHI DARIRA
709 MAINSAIL LANE
SECAUCUS, NJ 07094



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 23rd day of December, 2019

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6103506875

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **DATAGAIN INC** is a **MBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: September 25 2017
Certificate Number: 70276-20

Expiration: September 24, 2020



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges Datagain Inc. as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/.



A handwritten signature in black ink that reads "Peter Lowicki".

Peter Lowicki
Deputy Director

Issued: 7/25/2017
Certification Number: A0058-75

Expiration: 7/25/2020



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 10, 2019

State of Oregon
DAS PROCUREMENT SERVICES
1225 FERRY ST SE
SALEM OR 97301-4278

Account Information:

Policy Holder Details :	DATAGAIN ,INC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G P INSURANCE AGENCY LLC/PHS 12126461 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED DATAGAIN ,INC 709 MAINSAIL LN SECAUCUS NJ 07094-2226	INSURER A : Sentinel Insurance Company Ltd.		11000
	INSURER B : Hartford Casualty Insurance Company		29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		12 SBM UK2448	07/11/2019	07/11/2020	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12 SBM UK2448	07/11/2019	07/11/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 WBC GF3860	06/01/2019	06/01/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			12 SBM UK2448	07/11/2019	07/11/2020	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The State of Oregon, its officers, employees and agents are an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

State of Oregon
 DAS PROCUREMENT SERVICES
 1225 FERRY ST SE
 SALEM OR 97301-4278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Datagain Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1 Creekside Court	Requester's name and address (optional)
	6 City, state, and ZIP code Secaucus, New Jersey, 07094	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
4	6		-	5	5	3	5	7	7	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 7th April 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 697032

Doc Description: Transcription Services, Legal and Medical

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-06	2020-05-21 13:30:00	CRFQ 0323 WWW2000000017	1

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:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

OPEN END
 THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA AGENCY, IS SOLICITING BIDS FOR THE OPEN-END CONTRACT OF TRANSCRIPTION SERVICES FOR LEGAL AND MEDICAL PER THE ATTACHED DOCUMENTS.
 QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transcription Services, Legal and Medical	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
 Transcription Services per the specifications attached herein

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-05-13

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **MAY 13TH 2020 DUE AT 10AM**

Submit Questions to: **DUSTY SMITH**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Dusty.J.Smith@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: TRANSCRIPTION SERVICES, LEGAL AND MEDICAL

BUYER: DUSTY SMITH

SOLICITATION NO.: CRFQ WWW200000017

BID OPENING DATE: MAY 21, 2020

BID OPENING TIME: 1:30PM

FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: MAY 21, 2020 1:30PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Rishi Darira | President

(Name, Title)

(Printed Name and Title)
1, Creekside Court, Secucus New Jersey 07091

(Address)
201-598-1767

(Phone Number) / (Fax Number)
rishi@datagainservices.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Datagain Inc.

(Company)



Rishi Darira | President

(Authorized Signature) (Representative Name, Title)

Rishi Darira | President

(Printed Name and Title of Authorized Representative)

Wednesday, MAY 27, 2020

(Date)

201-598-1767

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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.


Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Datagain Inc.

Company



Authorized Signature

Wednesday, May 27, 2020

Date

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

REQUEST FOR QUOTATION
Transcription Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Workforce West Virginia Board of Review to establish an open-end contract for transcription services of hearings conducted by the Board of Review and decisions resulting from those hearings.
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 Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 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.
 - 2.4 **“Board of Review”** means the Workforce West Virginia Unemployment Compensation Board of Review.
 - 2.5 **“VPN”** means Virtual Private Network.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Hearing Transcriptions (Exhibit B)**
 - 3.1.1.1 The first page of the transcript shall have 1” margins.
 - 3.1.1.2 All subsequent pages of the transcripts shall have header on line 5 leaving 5/8” margin at top. All pages of the transcript shall have 1” margin on left and 5/8” margin on right side.
 - 3.1.1.3 Transcripts shall include single spacing Questions and Answer format.
 - 3.1.1.4 Transcripts shall include Arial 12 point Font type and size.
 - 3.1.1.5 Hearing transcripts shall include a style of the case and appearances on page one.

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- 3.1.1.6** Hearing transcripts shall include an Index of Direct, Cross, Redirect, Recross, etc. and exhibits on the second page.
 - 3.1.1.7** Certification shall be included on last page of transcript and not included in the billing of pages.
 - 3.1.1.8** Hearing transcripts shall include a header with the claimant's name and case number in Arial 12 point font type bold capital letters/numbers.
 - 3.1.1.9** The first typing line on all transcripts shall be on line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
 - 3.1.1.10** Hearing transcripts shall include an index of key words at the end of the transcript.
 - 3.1.1.11** The completed transcripts shall be printed on 8" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with Microsoft Office Word 2010, 2013, or 2016.
- 3.1.2 Decisions/Orders (Exhibit C)**
- 3.1.2.1** The first page of the Board of Review Decisions/Orders shall have 1" margins.
 - 3.1.2.2** All subsequent pages of the Board of Review Decisions/Orders shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on right-hand side of each page.
 - 3.1.2.3** Board of Review Decisions/Orders shall have single spacing with appropriate paragraphing.
 - 3.1.2.4** Board of Review Decisions/Orders shall include Arial 12 point Font type and size.
 - 3.1.2.5** The first typing line on page 1 of all Board of Review Decisions/Orders shall be on line 7 and shall end at approximately "59", for 52 typing lines on page 1.
 - 3.1.2.6** All subsequent pages of the Board of Review Decisions/Orders shall begin on line 8 and shall end at approximately "59", for 51 typing lines per page.
 - 3.1.2.7** The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to vendor for insertion into the decisions/orders. The

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Board of Review will update and change the preformatted language as necessary.

3.1.3 Hearing Transcriptions and Decisions/Orders

3.1.3.1 Vendor will transcribe hearings and decisions/orders from digital recordings.

Transcripts and Decisions shall be electronically mailed to the Board of Review in a format compatible with the Board of Review software, such as Microsoft Office Word 2010, 2013, or 2016.

3.1.3.2 Typed transcripts shall be electronically mailed to the Board of Review for printing within four working days of receiving the dictation. Typed decisions/order shall be electronically mailed to the Board of Review for printing within two working days of receiving the dictation. For example a hearing sent for dictating at 4:30 p.m. on Monday must be transcribed and returned to the Board of Review no later than 4:30 p.m. on Friday.

3.1.3.3 Transcripts and Decisions electronically mailed shall be transferred via a secure Virtual Private Network (VPN) or if by email as an encrypted document.

3.1.3.4 Vendor must have all employees sign a confidentiality agreement (Exhibit D) and a copy of signed agreements shall be forward to the Board.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The award will be for first year services only. Succeeding years of services will be added through the West Virginia State Purchasing Division's approved change order process.

4.2 Pricing Pages: Vendor should complete the Pricing Pages (EXHIBIT A) by providing cost per page of transcribing hearings from digital recordings and typing of decisions/orders. Vendors submitting bids online through wvOASIS should enter the total bid amount from the Exhibit A Pricing Page into the commodity line of wvOASIS and attached (or upload) a copy with their bid submittal.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within four working days for hearings and two working days for decisions/orders after orders are received. Vendor shall deliver emergency orders within two working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Transcription Services

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT A

PRICING PAGE

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EST. QUANTITY	EXTENDED COST
1	Transcribing Hearings from Digital Recordings	Per Page	\$ -	1500	\$ -
2	Typing of Decisions/Orders	Per Page	\$ -	600	\$ -
Total Bid Amount					\$ -

**

Vendor should not alter pricing page and should fill out the pricing page as it is.

The addition or alterations of the pricing page and or addition of commodities other than those listed on the pricing page online or as an attachment, will result in disqualification of bid submittal.

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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 _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____