



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 641361	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0507
Vendor ID: <input type="text" value="000000161400"/>	SO Doc ID: HCC2000000001
Legal Name: SARGENTS COURT REPORTING SERVICE INC	Published Date: 10/18/19
Alias/DBA:	Close Date: 11/5/19
Total Bid: \$5,151.45	Close Time: 13:30
Response Date: <input type="text" value="11/04/2019"/>	Status: Closed
Response Time: <input type="text" value="16:43"/>	Solicitation Description: <input type="text" value="Court Reporting Services"/>
Total of Header Attachments: 5	
Total of All Attachments: 5	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 641361
Solicitation Description : Court Reporting Services
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-05 13:30:00	SR 0507 ESR11041900000002806	1

VENDOR
000000161400 SARGENTS COURT REPORTING SERVICE INC

Solicitation Number: CRFQ 0507 HCC2000000001

Total Bid : \$5,151.45 **Response Date:** 2019-11-04 **Response Time:** 16:43:27

Comments:

FOR INFORMATION CONTACT THE BUYER
 April E Battle
 (304) 558-0067
 april.e.battle@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	Half Day Appearance Fee	4.00000	EA	\$100.000000	\$400.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Half Day Appearance Fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Whole Day Appearance Fee	4.00000	EA	\$100.000000	\$400.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Whole Day Appearance Fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Transcript 8-14 days (per page)	550.00000	EA	\$5.350000	\$2,942.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Transcript 8-14 days (per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Transcript 3-7 days (per page)	1.00000	EA	\$6.500000	\$6.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Transcript 3-7 days (per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Transcript in 48 hours (per page)	1.00000	EA	\$9.450000	\$9.45

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Transcript 48 hours (per page)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Transcript 24 hours (per page)	1.00000	EA	\$10.500000	\$10.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Transcript 24 hours (per page)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Copy in 8-14 days (per page)	550.00000	EA	\$2.500000	\$1,375.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Copy in 8-14 days (per page)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Copy in 3-7 days (per page)	1.00000	EA	\$2.500000	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Copy in 3-7 days (per page)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Copy in 48 hours (per page)	1.00000	EA	\$2.500000	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Copy in 48 hours (per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Copy in 24 hours (per page)	1.00000	EA	\$2.500000	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Copy in 24 hours (per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Electronic Delivery: CD	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Electronic Delivery: CD

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Electronic Delivery: EMAIL	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description : Electronic Delivery: EMAIL



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: 641361

Doc Description: Court Reporting Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-18	2019-11-05 13:30:00	CRFQ 0507 HCC2000000001	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:
 Sargent's Court Reporting Service, Inc.
 210 Main Street
 Johnstown, PA 15901
 814-536-8908

FOR INFORMATION CONTACT THE BUYER

April E Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X *Sarah Ann Sargent*

FEIN # 25-1794603

DATE 11/1/2019

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Health Care Authority (HCA) to establish an open-end contract for Court Reporting Services.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Half Day Appearance Fee	4.00000	EA	\$100.00	\$400.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Half Day Appearance Fee

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Whole Day Appearance Fee	4.00000	EA	\$100.00	\$400.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Whole Day Appearance Fee

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Transcript 8-14 days (per page)	550.00000	EA	\$5.35	\$2,942.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Transcript 8-14 days
(per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Transcript 3-7 days (per page)	1.00000	EA	\$6.50	\$6.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Transcript 3-7 days
(per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Transcript in 48 hours (per page)	1.00000	EA	\$9.45	\$9.45

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Transcript 48 hours
(per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Transcript 24 hours (per page)	1.00000	EA	\$10.50	\$10.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Transcript 24 hours
(per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Copy in 8-14 days (per page)	550.00000	EA	\$2.50	\$1,375.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Copy in 8-14 days (per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Copy in 3-7 days (per page)	1.00000	EA	\$2.50	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Copy in 3-7 days (per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Copy in 48 hours (per page)	1.00000	EA	\$2.50	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Copy in 48 hours (per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Copy in 24 hours (per page)	1.00000	EA	\$2.50	\$2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Copy in 24 hours (per page)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Electronic Delivery: CD	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Electronic Delivery: CD

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR		PROCUREMENT OFFICER HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON	WV25311-1692	CHARLESTON	WV 25311-1692
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Electronic Delivery: EMAIL	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :
Electronic Delivery: EMAIL

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2019-10-23

HCC200000001	Document Phase Final	Document Description Court Reporting Services	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



SARGENT'S COURT REPORTING SERVICE, INC

210 Main Street
Johnstown, PA 15901

Primary Contact:
Sara Ann Sargent, President
210 Main Street
Johnstown, PA 15901
Phone: (814) 536-8908
Fax: (814) 539-7579
E-mail: sally@sargents.com

Response to CRFQ 0507 HCC20*1

**Court Reporting Services to be provided to the West Virginia
Health Care Authority**

GENERAL HISTORY AND EXPERIENCE

Sargent's Court Reporting Service, Inc. has been providing nationwide court reporting and transcription services to various federal and state entities for the past 39 years. Sargent's is uniquely qualified to fulfill the requirements outlined in this request for quotation. Sargent's has performed reporting and transcription for the Commonwealth of Pennsylvania and the State of West Virginia for decades, and is currently handling approximately 5,000 hearings and depositions per month.

Sargent's also employs a fully staffed scheduling department, consisting of a scheduling technician and a scheduling manager, ensuring that all jobs are accurately coordinated and covered to the exact specifications of our clients. Our scheduling department schedules hundreds of depositions daily, many of which occur simultaneously in many different states. As such, Sargent's will have no problem providing reliable, simultaneous coverage spanning the entire State of West Virginia during day and evening hours, weekends and/or holidays. Sargent's will provide coverage any day, any time.

Sargent's relies on employees rather than independent contractors to perform our work, giving us the ability to control the appearance, demeanor and capabilities of our staff, as well as the quality and timeliness of delivery of our work to a degree all of our competitors cannot. The high amount of control we have over the entire process translates into a very high degree of reliability and consistency of quality for our clients, regardless of the volume of work we process. Sargent's employs a large staff of highly competent and professional reporters, ready to serve statewide.

Sargent's currently has policies for all of our reporters, requiring that they be present at the location of their assignment no later than 30 minutes prior to the scheduled time, unless we have been instructed otherwise by our client.

Sargent's only utilizes individuals who have the qualifications and experience necessary to carry out the tasks assigned to them. Furthermore, every new employee must pass our rigorous training process before they are allowed to assume the responsibilities of their position. Additionally, Sargent's requires that every reporter run a number of tests on their equipment prior to reporting for an assignment, in order to ensure that the equipment is functioning properly. In the event that a reporter identifies an issue, the reporter contacts our technician, who will diagnose the malfunction and attempt repair. If the equipment cannot be repaired quickly, a replacement will be provided to the reporter as soon as possible.

Our approach puts relationships, service and quality at the top of our list of priorities. This has allowed us to experience steady growth over the years, but we never forget that our clients are the reason we are in business.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** Sargent's has been providing court reporting services for over 39 years. Sargent's is uniquely qualified to fulfill the requirements outlined in this request for quotation. Sargent's has performed reporting and transcription for the Commonwealth of Pennsylvania and the State of West Virginia for decades, and is currently handling approximately 5,000 hearings and depositions per month.

Sargent's acknowledges and will adhere to all Provisions Required for Federally Funded Procurements.

3. **QUALIFICATIONS:**

- 3.1. Every court reporter is required to obtain a bachelor's degree in a related field, ie. Criminal Justice, Journalism, English, etc. In addition, each reporter undergoes an extensive formal training curriculum from an accredited court reporting program. Furthermore, an instructor oversees the formal process, which ultimately certifies each reporter. Sargent's has over 39 years' experience transcribing hearings or meetings and has been successfully transcribing hearings for the WVHCA for over three years.

- 3.2. All court reporters are experienced and proficient in setting up, operating, and monitoring all equipment that will be used under this contract.

- 3.3. Sargent's has over 39 years of experience transcribing hearings or proceedings.

4. **MANDATORY REQUIREMENTS:**

- 4.1. **Mandatory Contract Services Requirements and Deliverables:** Sargent's will meet or exceed the mandatory requirements listed below.

- 4.1.1. **Contract Item #1 – Assignments/Coverage**

- 4.1.1.1. Sargent's will provide a court reporter to take and transcribe any requested hearings or proceedings.

- 4.1.1.2. Sargent's is available 24 hours a day, 7 days a week. There is always someone that will answer any problem. An answering machine will never be a substitute. Sargent's can be reached any time at 1-800-727-4349.

- 4.1.1.3. Notice of Proceedings - Sargent's scheduling department currently handles scheduling for its clients by various means. Sargent's will accommodate all scheduling requirements.

- 4.1.1.4. Cancellation of Proceedings – Sargent's understands and acknowledges that cancellation of proceedings may be provided at least twenty-

four hours (24) hours prior to the scheduled proceedings, however it may not always be possible to provide this notice.

4.1.1.5. Sargent's has 12 qualified reporters that are able to provide court reporting services to the HCA.

4.1.1.6. All court reporters will be prepared to work a half day or a full day. Every employee understands the requirements of this section.

4.1.1.7. Sargent's employees provide their own transportation to and from all hearing(s) or proceeding(s).

4.1.2. Contract Item #2 – Preparedness

4.1.2.1. Any supplies required to produce quality transcripts, will be provided by the court reporter. This includes paper, tapes, etc. The reporter will be prepared to cover a ten hour or longer hearing.

4.1.2.2. All court reporters are required to perform their duties with the upmost professionalism. Likewise, all reporters will be attired appropriately.

4.1.2.3. Sargent's currently has policies for all of our reporters, requiring that they be present at the location of their assignment no later than 30 minutes prior to the scheduled time, unless we have been instructed otherwise by the agency. In addition, each reporter is required to have a digital backup running at all times.

4.1.3. Contract Item #3 – Transcripts

4.1.3.1. All transcripts will be produced in an accurate stenographic verbatim manner, free of typographical and grammatical errors.

4.1.3.2. Transcripts will be a full and verbatim record of the proceeding. Verbal tics, false starts and stutters will be omitted from the written record. When spellings are given, they will not be produced in the transcript, as they are for the court reporters benefit. Should quotations be noted, the word quote will not appear, rather quotation (""") marks will appear.

5. Delivery and Return:

5.1.1.1. Transcripts will be produced in Microsoft Word and printed on white bond paper of high professional quality paper.

5.1.1.2. Should an electronic copy of the transcript be requested, it will be of the same formatting as the hard copy.

5.1.1.3. Transcripts will not be furnished to any parties other than the parties to the action without the written express of the Health Care Authority.

5.1.1.4. In the event that a correction is needed, Sargent's will make any necessary corrections and provide the corrected transcript to the HCA within five (5) business days, at no additional charge to the agency.

5.1.1.5. Sargent's understands and will adhere to all the guidelines in this section.

5.1.1.6. Sargent's understands and will adhere to all the guidelines in this section.

6. CONTRACT AWARD

6.1. Contract Award: Sargent's Agrees to all requirements set forth.

Pricing sheets will be filled out in its entirety and attached hereto as Exhibit A. Pricing sheets will also be entered through wvOASIS.

7. DELIVERY AND RETURN:

All transcript turnaround times will be adhered to by Sargent's.

7.1 Sargent's court reporters will arrive with fully operational equipment at least thirty (30) minutes prior to the scheduled commencement of the hearing. Sargent's will follow the guidelines set forth in this section.

7.2 Transcripts will be sent to the HCA's location.

7.3 In the event that HCA deems items to be unacceptable, Sargent's will make arrangements for any items that may be returned.

8. PERFORMANCE: Sargent's understands the requirements set forth.

9. PAYMENT:

9.1.1. Sargent's will provide an original copy of the invoice to HCA for review prior to payment.

9.1.2. All invoices will include the date of the hearing or job, case number and will be itemized for all costs.

9.1.3. Invoices will be billed in arrears. Sargent's understands no payment will be made prior to services being rendered.

9.4. All invoices will have a unique invoice number.

10. TRAVEL: Sargent's will adhere to the guidelines set forth in this section.

11. DELIVERY AND RETURN: Sargent's understands the guidelines set forth in this section.

12. FACILITIES ACCESS:

- 12.1. Should access cards and/or keys be required, Sargent's will identify personnel requiring access.
- 12.2. Sargent's will be responsible for controlling cards and will pay replacement fees, if necessary.
- 12.3. Sargent's will notify the Agency immediately of a lost, stolen or missing card or key.
- 12.4. Sargent's will adhere to any and all security protocol and procedures.
- 12.5. Sargent's will inform all staff of Agency's security protocol and procedures.

13. VENDOR DEFAULT: Sargent's agrees to all requirements set forth by HCA.

14. MISCELLANEOUS:

14.1. Contract Manager: The contract Manager is listed below.

Contract Manager: Kainani S. Rose
Telephone Number: 1-814-536-8908
Fax Number: 1-814-539-7579
Email Address: clientservices@sargents.com

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Exhibit A Court Reporter Rates

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Total</u>
Appearance:			
Half Day Appearance Fee	4	\$ 100.00	\$ 400.00
Whole Day Appearance Fee	4	\$ 100.00	\$ 400.00
Transcript:			
Transcript in 8-14 days (per page)	550	\$ 5.35	\$ 2,942.50
Transcript in 3-7 days (per page)	1	\$ 6.50	\$ 6.50
Transcript in 48 hours (per page)	1	\$ 9.45	\$ 9.45
Transcript in 24 hours (per page)	1	\$ 10.50	\$ 10.50
Copy:			
Copy in 8-14 days (per page)	550	\$ 2.50	\$ 1,375.00
Copy in 3-7 days (per page)	1	\$ 2.50	\$ 2.50
Copy in 48 hours (per page)	1	\$ 2.50	\$ 2.50
Copy in 24 hours (per page)	1	\$ 2.50	\$ 2.50
Electronic Delivery:			
CD	1	\$ 0.00	\$ 0.00
E-mail	1	\$ 0.00	\$ 0.00
<u>Grand Total</u>			\$ 5,151.45

Instructions for Pricing

Insert a Unit Price multiply by the Quantity and calculate the Extended Total for each line. Add the Extended Totals for the GRAND TOTAL

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

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

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Sargent's Court Reporting Service, Inc.

Signed: 

Date: 11/1/2019

Title: President

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.

Sara Ann Sargent, President
(Name, Title)
Sara Ann Sargent, President
(Printed Name and Title)
210 Main Street, Johnstown, PA, 15901
(Address)
814-536-8908 / 814-539-7579
(Phone Number) / (Fax Number)
sally@sargents.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.

Sargent's Court Reporting Service, Inc.
(Company)
Sara Ann Sargent, President
(Authorized Signature) (Representative Name, Title)

Sara Ann Sargent, President
(Printed Name and Title of Authorized Representative)

11/1/2019
(Date)

814-536-8908 / 814-539-7579
(Phone Number) (Fax Number)

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: Sargent's Court Reporting Service, Inc.

Authorized Signature: *Sarah Ann Sargent* Date: 11/1/2019

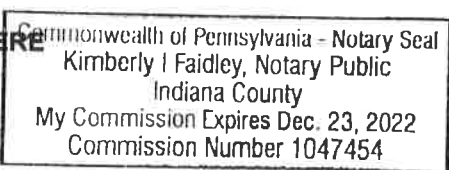
State of Pa

County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 1st day of November, 2019

My Commission expires Dec 23, 2022

AFFIX SEAL HERE



NOTARY PUBLIC *Kimberly D. Faidley*
Purchasing Affidavit (Revised 01/19/2018)