



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 4

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1059030

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: SARGENTS COURT REPORTING SERVICE INC

Alias/DBA:

Total Bid: \$1,223.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0315

SO Doc ID: OGC2200000001

Published Date: 6/16/22

Close Date: 6/28/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 4

Total of All Attachments: 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Court Reporting Services - SEE EXHIBIT A PRICING PAGE				1223.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments: Please see pricing page for details.

Extended Description:

See Exhibit A Pricing Page

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: 6/27/2022

Title: President

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

**REQUEST FOR QUOTATION
COURT REPORTING**

**Exhibit A
Pricing Page**

	Quantity	Unit Price	Extended total
Half Day Appearance - Flat Fee (up to 4 hours)	1	\$ <u>95.00</u>	\$ <u>95.00</u>
Whole Day Appearance - Flat Fee (over 4 hours)	1	\$ <u>125.00</u>	\$ <u>125.00</u>
Transcript in 7 days	25 pages	\$ <u>9.10</u> per page	\$ <u>227.50</u>
Transcript in 3 - 6 days	25 pages	\$ <u>9.72</u> per page	\$ <u>243.00</u>
Transcript in 48 hours	25 pages	\$ <u>10.34</u> per page	\$ <u>258.50</u>
Transcript in 24 hours	25 pages	\$ <u>10.96</u> per page	\$ <u>274.00</u>
Overall Total:			\$ <u>1,223.00</u>

(add all extended costs to get total)

Note: All transcripts must include 1 extra copy and 1 formatted CD, including the Transcript(s) and the Exhibits. Vendors should factor these costs into their Unit price, which will be the final per page price. For bid purposes, the transcript unit price will be multiplied by the quantity of pages listed to get the extended price. Appearance fees are a flat rate.



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1059030		Reason for Modification:	
Doc Description: Court Reporting Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-16	2022-06-28 13:30	CRFQ 0315 OGC2200000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name: Sargent's Court Reporting Service, Inc.
Address: 210
Street: Main Street
City: Johnstown
State: PA **Country:** USA **Zip:** 15901
Principal Contact: Sara A. Sargent
Vendor Contact Phone: 814-619-9775 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X *Sara A. Sargent* **FEIN#** 25-1794003 **DATE** 6/27/2022

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 Oil & Gas Conservation Commission to establish an open-end contract for Court Reporting Services to be held at the Department of Environmental Protection Building, 601 57th Street SE, Charleston, WV 25304, per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
OIL AND GAS COMMISSION 601 57TH STREET, SE		OIL AND GAS COMMISSION 601 57TH STREET, SE	
CHARLESTON	WV	CHARLESTON	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Court Reporting Services - SEE EXHIBIT A PRICING PAGE				

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:
See Exhibit A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by June 21, 2022 at 10:00 AM ET	2022-06-21



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 0315 OGC2200000001

**Court Reporting Services to be provided to the West Virginia
Oil and Gas Commission**

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 42 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 have no problem providing coverage both with a 30 day notice, and in cases of unforeseen hearings, a shorter notice period.

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 nationwide.

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 42 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 is able to provide coverage for simultaneous hearings (up to nine) throughout the State of West Virginia. A reporter will be provided to cover each scheduled hearing.

Reliable coverage is provided for all counties and cities in West Virginia. All reporters will be prepared to provide services during day or evening hours, weekends or holidays. Sargent's understands that hearings could last up to twelve hours, held over to the next day, or even scheduled with short notice. A reporter will be present for each hearing and will stay for the duration.

Sargent's understands the necessity for timely filing of transcripts to the Agency and will provide transcripts to the Agency in the timeframe specified. Additionally, Sargent's can ensure that the Agency will have coverage for all of its hearings.

2. **GENERAL REQUIREMENTS:**

- 2.1 Sargent's will provide the Agency with all Contract Items listed in this section.

- 2.1.1 **Experience**

- 2.1.1.1 Sargent's has over 42 years reporting experience. Prior to the award, Sargent's will provide a list of current employed reporters detailing length of time as a court reporter, experience and training.

- 2.1.1.2 Sargent's reporters have a working knowledge of legal, tax, engineering, accounting and economic terminology.

- 2.1.2 **Assignments and Coverage**

- 2.1.2.1 Sargent's will check the Agency's hearing schedule on the website and make all necessary arrangements to provide a reporter for all hearings scheduled.

- 2.1.2.1.1 Sargent's agrees to the terms.

- 2.1.2.2 Sargent's will adhere to the guidelines in this section.

2.1.2.3 Sargent's understands that an appearance fee will be paid by the Agency in the event that a cancellation notice is not provided and a reporter appears at the hearing venue.

2.1.2.4 In the event the Agency has to procure the services of another Vendor due to failure to appear, Sargent's understands that it will be responsible for the reporting costs resulting from lack of appearance.

2.1.2.5 The reporter will arrive at least 30 minutes prior to the scheduled hearing time to allow for set up of equipment. This time will be included in the appearance fee.

2.1.2.6 If the reporter is more than thirty (30) minutes late, Sargent's understands that the Agency may reduce the appearance fee.

2.1.2.7 The reporter will not be considered an employee of the Agency, rather as an independent contractor.

2.1.3 Travel

2.1.3.1 All reporters will provide his/her own method of transportation to and from the hearings.

2.1.4 Contract Item #4 – Preparedness

2.1.4.1 Sargent's will provide all the necessary paper, equipment and supplies used in the production of transcripts. The reporter will come prepared to the hearings with enough equipment and supplies for a hearing that could last up to twelve hours.

2.1.4.2 All exhibits will be scanned and converted to PDF and be returned to the Agency, unless otherwise instructed.

2.1.5 Contract Item #5 – Transcripts

2.1.5.2 Transcripts will be provided on twenty (20) pound, high quality paper with the following specifications:

2.1.5.2.1 Right margin of one inch and left margin of one inch, or total side margins not to exceed two inches.

2.1.5.2.2 No less than twenty-four lines per typed page, single sided.

2.1.5.2.3 Transcripts will be placed in binders with clear plastic fronts having a capacity of at least three (3) inches.

2.1.5.2.4 The transcript will include an index showing where testimony of each witness is located and where the identification and introduction of each exhibit can be found.

2.1.5.2.5 All pages of submitted transcripts will be in chronological and numerical order.

2.1.5.3 An original transcript, one (1) copy of the transcript, the original Exhibits and one (1) formatted CD that includes the transcript and exhibits as separate documents, both formatted in Word and in PDF format will be submitted to the Agency's Program Administrator's Office between the hours of 9:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding holidays.

2.1.5.4 Sargent's will adhere to the guidelines set forth in this section.

2.1.5.5 Sargent's will prioritize the transcripts as requested by the Agency.

2.1.5.6 Sargent's will adhere to the guidelines set forth in this section.

3. CONTRACT AWARD:

3.1 Sargent's understands the terms in this section.

3.2 The pricing page is attached as Exhibit A.

4. ORDERING AND PAYMENT:

4.1 Sargent's will check the Agency's website to make all necessary arrangements for court reporters for all scheduled hearings and/or proceedings.

4.2 Sargent's will accept payment in accordance with the payment procedures of the State of West Virginia.

4.2.1 An original invoice will be submitted to the Agency for review. All invoices will be itemized and will reflect the date of the hearing, the Agency assigned case number.

5. DELIVERY AND RETURN:

5.2 Delivery Time: Sargent's understands that transcript due dates are crucial for the efficient operation of the Agency and its statutory requirements. Sargent's will deliver transcripts and copies on or before the date requested by the Agency.

5.2.1 Sargent's will deliver transcript in accordance with the Agency's request.

5.2.2 Transcripts will be delivered within seven (7) calendar days from the hearing date. Sargent's understands that the due date could be less if the Agency requests a different turnaround.

5.2.3 Sargent's will deliver expedited transcripts by the due date as ordered or requested by the Agency. Sargent's understand that transcripts may be due within 24 or 48 hours, however, the Agency may request expedited treatment of any transcript within the normal seven (7) calendar day due date. Sargent's will accommodate these expedited requests.

5.3 Late Delivery: Sargent's will follow to the guidelines set forth in this section.

5.4 All costs associated with the delivery will be included in the bid.

5.5 Should there be a time where a transcript needs corrected, Sargent's will make all necessary corrections and resubmit the transcript to the Agency, at no additional cost. Any and all errors will be promptly corrected. Sargent's understands the late delivery penalties.

6. VENDOR DEFAULT: Sargent's agrees to all requirements set forth by WVOGC

7. MISCELLANEOUS:

7.2 Sargent's will adhere to all the policies set forth in this section.

7.3 Sargent's will have sufficient reporters to fulfill its obligations under this Contract.

7.4 Sargent's will provide any report as requested by the Agency.

7.5 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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

(Name, Title) Kainani Rose, Manager
(Printed Name and Title) Kainani Rose, Manager
(Address) 210 Main Street, Johnstown, PA, 15901
(Phone Number) / (Fax Number) 814-536-8908 | 814-539-7579
(email address) clientservices@sargents.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

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) (Date)
814-536-8908 | 814-539-7579
(Phone Number) (Fax Number)
sally@sargents.com
(Email Address)

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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: *Michael Sargent* Date: 12/27/2022

State of PA

County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2022

My Commission expires Dec 23, 2022.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Kimberly I Faidley, Notary Public
Cambria County
My Commission Expires Dec. 23, 2022
Commission Number 1047454

NOTARY PUBLIC

Kimberly I Faidley