



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 3

List View

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

Procurement Folder: 1899515

Procurement Type: Central Master Agreement

Vendor ID: VS0000016208

Legal Name: DATAGAIN INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 02/26/2026

Response Time: 10:47

Responded By User ID: datagain

First Name: Rishi

Last Name: Darira

Email: proposals@datagainservice

Phone: 2015981767

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000063

Published Date: 2/20/26

Close Date: 2/26/26

Close Time: 13:30

Status: Closed

Solicitation Description: Transcription & Court Reporting Services - 8226A001A

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1899515
Solicitation Description: Transcription & Court Reporting Services - 8226A001A
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-02-26 13:30	SR 0803 ESR02262600000005230	1

VENDOR
 VS0000016208
 DATAGAIN INC

Solicitation Number: CRFQ 0803 DOT2600000063
Total Bid: 0
Response Date: 2026-02-26
Response Time: 10:47:39
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	COST OF ORIGINAL TRANSCRIPT	0.00000	EA	2.950000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: 5-10 business days
Detailed Pricing is attached

Extended Description:
COST OF ORIGINAL TRANSCRIPT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX	0.00000	PAGE	0.500000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: Detailed Pricing is attached

Extended Description:
COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	COST TO EXPEDITE TRANSCRIPT	0.00000	PAGE	3.500000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: 1-4 business days
Detailed Pricing is attached

Extended Description:
COST TO EXPEDITE TRANSCRIPT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	APPEARANCE FEE	0.00000	EA	720.000000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: Full Day
Detailed Pricing is attached

Extended Description:
APPEARANCE FEE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	OVERNIGHT ORIGINAL	0.00000	EA	4.750000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: Detailed Pricing is attached

Extended Description:

OVERNIGHT ORIGINAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	POSTAGE OR HAND DELIVERY	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Commodity Line Comments: Detailed Pricing is attached

Extended Description:

POSTAGE OR HAND DELIVERY

ATTACHMENT VI
W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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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 Datagain Inc.	
	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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ 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.	
	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) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 10750 Moore Drive, Parkland, FL 33076	Requestor's name and address (optional)
	6 City, state, and ZIP code Parkland, FL 33076	
	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										
4	6	5	-	5	3	-	5	7	7	2
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 ▶ 01/10/2026
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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.



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: 1899515			Reason for Modification: ADDENDUM NO_2 Vendor Questions and Responses
Doc Description: Transcription & Court Reporting Services - 8226A001A			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-02-26 13:30	CRFQ 0803 DOT2600000063	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000016208

Vendor Name : Datagain Inc

Address : 10750 Moore Dr, Parkland, Florida, 33076

Street : Moore Dr

City : Parkland

State : Florida **Country :** USA **Zip :** 33076

Principal Contact :

Vendor Contact Phone: Rishi Darira **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X 

FEIN# 465535772 **DATE** 02-26-2026

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

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation - Division of Highways and the Division of Motor Vehicles, hereinafter referred to as WV DOT, to establish multiple contracts for transcription and/or court reporting services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	COST OF ORIGINAL TRANSCRIPT	0.00000	EA	\$2.95	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST OF ORIGINAL TRANSCRIPT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX	0.00000	PAGE	\$0.50	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	COST TO EXPEDITE TRANSCRIPT	0.00000	PAGE	\$3.50	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST TO EXPEDITE TRANSCRIPT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	APPEARANCE FEE	0.00000	EA	\$720 full day	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
APPEARANCE FEE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	OVERNIGHT ORIGINAL	0.00000	EA	\$4.75	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
OVERNIGHT ORIGINAL

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	POSTAGE OR HAND DELIVERY	0.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
POSTAGE OR HAND DELIVERY

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-02-19

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2600000063

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 the 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 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 the addenda may be cause for rejection of this bid. I further understand that 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

02-26-2026

Date

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

Exhibit A Pricing Page

Section 1 - Unit Pricing

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

Commodity Line	Description	Unit of Measure	Unit Price
1	Cost of Original Transcript (Turnaround 5 to 10 business days)	Page	\$2.95
2	Cost of Additional Condensed Transcript including Index	Page	\$0.50
3	Cost to Expedite Transcript (Turnaround 1 to 4 business days)	Page	\$3.50
4	Appearance Fee	Each	\$720 Full day
5	Overnight Original	Each	\$4.75
6	Postage or Hand Delivery Fee	Each	\$0.00

Section 2 - Bid Scenarios

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

Bid Scenario 1 -

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 5 to 10 business days)	Page	\$2.95	150	\$442.5
2	Cost of Additional Condensed Transcript with Index	Page	\$0.50	150	\$75
6	Postage or Hand Delivery Fee	Each	\$0.00	1	\$0.00
Bid Scenario 1 Total					\$517.5

Bid Scenario 2-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
3	Cost to Expedite Transcript (Turnaround 1 to 4 business days)	Page	\$3.50	150	\$525
11	Cost of Additional Condensed Transcript with Index	Page	\$0.50	150	\$75
11	Postage or Hand Delivery Fee	Each	\$0.00	1	\$0.00
Bid Scenario 2 Total					\$600
Total of Bid Scenarios (1+2)					\$1117.5



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: 1899515		Reason for Modification:	
Doc Description: Transcription & Court Reporting Services - 8226A001A		ADDENDUM NO_2 Vendor Questions and Responses	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-02-26 13:30	CRFQ 0803 DOT2600000063	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000016208
Vendor Name : Datagain Inc
Address : 10750 Moore Dr, Parkland, Florida, 33076
Street : Moore Dr
City : Parkland
State : Florida **Country :** USA **Zip :** 33076
Principal Contact :
Vendor Contact Phone: Rishi Darira **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X

FEIN# 465535772

DATE 02-26-2026

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

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation - Division of Highways and the Division of Motor Vehicles, hereinafter referred to as WVDOT, to establish multiple contracts for transcription and/or court reporting services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	COST OF ORIGINAL TRANSCRIPT	0.00000	EA	\$2.95	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST OF ORIGINAL TRANSCRIPT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX	0.00000	PAGE	\$0.50	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST OF ADDITIONAL CONDENSED TRANSCRIPT INCLUDING INDEX

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	COST TO EXPEDITE TRANSCRIPT	0.00000	PAGE	\$3.50	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
COST TO EXPEDITE TRANSCRIPT

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	APPEARANCE FEE	0.00000	EA	\$720 full day	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
APPEARANCE FEE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	OVERNIGHT ORIGINAL	0.00000	EA	\$4.75	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
OVERNIGHT ORIGINAL

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A519 CHARLESTON WV US		DIVISION OF HIGHWAYS LEGAL DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A517 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	POSTAGE OR HAND DELIVERY	0.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description:
POSTAGE OR HAND DELIVERY

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-02-19

	Document Phase	Document Description	Page
DOT2600000063	Final	Transcription & Court Reporting Services - 8226A001A	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Two (2) 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 50,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the foregoing, 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.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20. TIME: Time is of the essence regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Rishi Darira, President

(Address) 10750 Moore Dr, Parkland, Florida 33076

(Phone Number) / (Fax Number) (201) 598 1767

(email address) rishi@datagainservices.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Datagain Inc.

(Company)



(Signature of Authorized Representative)

Rishi Darira, President

(Printed Name and Title of Authorized Representative) (Date)

2015981767

(Phone Number) (Fax Number)

rishi@datagainservices.com

(Email Address)

REQUEST FOR QUOTATION
TRANSCRIPTION / COURT REPORTING SERVICES

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Rishi Darira
Telephone Number: (201) 5981767
Fax Number: (201) 5981767
Email Address: rishi@datagainservices.com



05121125

FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 9, 2025

CHAD D. CUMMINGS LAW
24850 BURNT PINE DRIVE, SUITE 1
BONITA SPRINGS, FL 34134 US

SUBJECT: DATAGAIN INC
Ref. Number: W25000064761

We have received your document for and your check(s) totaling \$137.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a conversion, pursuant to s.605.0212(9) & s.605.0212(10), s.607.1622(9) and/or 607.1622(10), Florida Statutes, the entity must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the ~~conversion~~ ^{domestication} is submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Jazmine N Ardley
Regulatory Specialist II

Letter Number: 525A00010158

CUMMINGS & CUMMINGS LAW

Florida Department of State
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314-6327

*via USPS Priority Mail, Signature
Confirmation Requested*

Chad D. Cummings
Cummings & Cummings Law
24850 Burnt Pine Drive
Suite 1
Bonita Springs, FL 34134-0905
United States of America
chad@cummings.law

Direct: (239) 682-9925

Wednesday, April 16th, 2025

Re: DATAGAIN INC

Dear New Filing Section, Division of Corporations:

The enclosed Articles of Domestication, Articles of Incorporation, and fees are submitted to domesticate a foreign corporation to the State of Florida in accordance with Chapter 607 and/or Chapter 621, Florida Statutes.

The above-named corporation is presently registered with the Division of Corporations as a Foreign Profit Corporation filed November 9th, 2018 and assigned Document Number F18000005138; this filing is submitting to convert the corporation's status as a Foreign Profit Corporation to a Domestic Profit Corporation.

Please kindly return all correspondence concerning this matter to:

Chad D. Cummings, Esq.
Cummings & Cummings Law
24850 Burnt Pine Drive
Suite 1
Bonita Springs, FL 34134-0905

—//—
24850 Burnt Pine Drive, Suite 1, Bonita Springs, FL 34134-0905 USA
Direct: +1 (239) 682-9925 — www.cummings.law — chad@cummings.law

Chad D. Cummings is admitted to The Florida Bar (Bar No. 1038575) and the State Bar of Texas (Bar No. 24134400) and dually-licensed as a Certified Public Accountant. *Lisa A. Cummings* is admitted to the Oklahoma Bar Association (Bar No. 10866).

CUMMINGS & CUMMINGS LAW

For further information concerning this matter, please contact:

Chad D. Cummings, Esq.
Direct Line: (239) 682-9925
Fax: (239) 372-0422
Email: chad@cummings.law

Enclosed is a check in the amount of one hundred thirty-seven dollars and fifty cents (\$137.50) for filing fees and a Certificate of Status.

Thank you for your attention to this very important matter. Should you have any questions, please do not hesitate to contact me directly via email at chad@cummings.law or telephonically at (239) 682-9925.

Sincerely yours,



Chad D. Cummings, Esq.
Cummings & Cummings Law
24850 Burnt Pine Drive
Suite 1
Bonita Springs, FL 34134-0905
United States of America
chad@cummings.law
FL Bar No. 1038575

Enclosures:

- (1) Articles of Domestication – Foreign Corporation Domesticating to Florida
- (2) Articles of Incorporation (in duplicate)
- (3) Filing fees (check)

**ARTICLES OF DOMESTICATION
FOREIGN CORPORATION DOMESTICATING TO FLORIDA**

The undersigned, Rishi Darira, President of DATAGAIN INC, a foreign corporation, submits these Articles of Domestication and attached Articles of Incorporation to domesticate DATAGAIN INC to the State of Florida in accordance with § 607.1192, Florida Statutes.

1. The name of the domesticating corporation is DATAGAIN INC
2. The jurisdiction and date of its formation is New Jersey, April 30th, 2014.
3. The name of the domesticated corporation as set forth in the attached Articles of Incorporation is DATAGAIN INC
4. The jurisdiction of formation of the domesticated corporation is Florida.
5. The domestication corporation is a foreign corporation, and the domestication was approved in accordance with its organic law.
6. Attached are Florida Articles of Incorporation to complete the domestication requirements pursuant to § 607.0202, Florida Statutes.
7. The effective date shall be the date of filing with the Florida Department of State.

I certify I am authorized to sign these Articles of Domestication on behalf of the corporation.

Signed Wednesday, April 16th, 2025.

By: Rishi Darira
Printed Name: Rishi Darira
Title: President

**ARTICLES OF INCORPORATION
IN COMPLIANCE WITH
CHAPTER 607 AND/OR CHAPTER 621, FLORIDA STATUTES (PROFIT)**

Article I—Name

The name of the corporation shall be: DATAGAIN INC (the "Corporation").

Article II—Address

The mailing address and Street address of the principal office of the Corporation is:

Principal Office Address: 10750 Moore Dr, Parkland, FL 33076 United States of America	Mailing Address: 10750 Moore Dr, Parkland, FL 33076 United States of America
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Article III—Purpose

The purpose for which the Corporation is organized is to engage in any and all lawful business for which a corporation may be organized under the laws of the State of Florida.

Article IV—Shares

The number of shares of stock is: 100.

Article V—Initial Officers and/or Directors

Title: President and Secretary	Name and Address: Rishi Darira 10750 Moore Dr, Parkland, FL 33076 United States of America
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Article VI—Registered Agent and Registered Office

The name and the Florida street address of the Registered Agent are:

Name: Rishi Darira
Address: 10750 Moore Dr, Parkland, FL 33076, United States of America

Article VII—Incorporator

The name and the Florida street address of the Incorporator are:

Name: Rishi Darira
Address: 10750 Moore Dr, Parkland, FL 33076, United States of America

Article VIII—Effective Date

The effective date shall be the date of filing with the Florida Department of State.

Article IX—Other Provisions

(a) Duration. The duration of the Corporation shall be perpetual, commencing on the date these Articles of Incorporation are filed with the Florida Department of State, unless sooner dissolved or terminated in accordance with applicable law.

(b) Board of Directors. Except as otherwise provided by law, the bylaws, or by shareholders' agreements (if any and each as may be amended from time to time and at any time), the business and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors. The number of directors shall be specified in the bylaws, or as otherwise determined in accordance with Florida Statutes, and may be increased or decreased as provided therein.

(c) Limitation of Director Liability. Pursuant to Chapter 607 and/or Chapter 621, Florida Statutes (or any successor provision), no director shall be personally liable to the Corporation or its shareholders for monetary damages for any statement, vote, decision, or failure to act regarding corporate management or policy, except to the extent that such liability may not be eliminated or limited under Florida law.

(d) Indemnification of Directors, Officers, Employees, and Agents.

(i) Scope of Indemnification. The Corporation shall indemnify and hold harmless its directors and officers to the fullest extent provided by the laws of the State of Florida, as they may be amended from time to time, and may indemnify other persons in accordance with such laws.

(ii) Advancement of Expenses. Reasonable expenses incurred by a director or officer of the Corporation who is a party to a proceeding shall be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding, upon receipt by the Corporation of a written undertaking from such director or officer to repay the amounts advanced if it is ultimately determined that the director or officer is not entitled to indemnification under Chapter 607 and/or Chapter 621, Florida Statutes.

(iii) Non-Exclusivity. The rights to indemnification and advancement of expenses conferred in this section shall not be exclusive of any other right that any person may have or acquire under any statute, provision of these Articles of Incorporation, the bylaws, or any agreement, vote of shareholders or disinterested directors, or otherwise.

(e) Unanimous Written Consents in Lieu of Meeting. Any action required or permitted by law or these Articles of Incorporation to be taken at a meeting of the shareholders or Board of Directors, as the case may be, may be taken without a meeting if one or more written consents describing the action taken are signed by all persons entitled to vote on the action. Such consents shall be delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records, and the action shall be deemed effective as of the date specified in the consent(s), or if no date is specified, on the date the last person required to reach unanimity signs the consent. A signed consent may be delivered in paper or electronic form, or in any manner permitted by applicable law, and such delivery shall be as valid and effective as a

signature delivered in person.

(f) Amendments. To the fullest extent permitted by applicable law, the Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and to adopt additional provisions in these Articles of Incorporation in the manner now or hereafter prescribed by law. All rights of shareholders are granted subject to this reservation.

(g) Governing Law. These Articles of Incorporation shall be construed in accordance with, and governed by, the laws of the State of Florida without regard to conflicts of law principles.

Required Signature of the Registered Agent

Having been named as Registered Agent to accept service of process for the above stated Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent as provided for in Chapter 607 and/or Chapter 621, Florida Statutes.

By: Rishi Darira
Name: Rishi Darira
Its: Registered Agent
Date: 4/17/2025

Required Signature of the Incorporator

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in § 817.115, Florida Statutes.

By: Rishi Darira
Name: Rishi Darira
Its: Incorporator
Date: 4/17/2025

Request for Quotation

State of West Virginia - Purchasing Division

Transcription & Court Reporting Services

CRFQ 0803 DOT2600000063

February 2026

ISSUED BY

Datagain[®]

10750 Moore Dr, Parkland, Florida 33076

REPRESENTATIVE

RISHI DARIRA

Rishi@datagainservices.com

(201) 598-1767

1. Cover Letter

Datagain Inc. is pleased to submit this response to the State of West Virginia Purchasing Division for CRFQ 0803 DOT2600000063 - Transcription & Court Reporting Services.

Datagain confirms full compliance with all solicitation requirements, specifications, pricing structure, terms and conditions, and acknowledges receipt and review of all addenda issued in connection with this solicitation, with our response and pricing fully incorporating all applicable revisions and clarifications. We understand that the West Virginia Department of Transportation (WVDOT), including the Division of Highways and Division of Motor Vehicles, requires a reliable, accurate, and responsive transcription partner capable of supporting legal, administrative, and regulatory proceedings.

With more than a decade of experience supporting government agencies, courts, and administrative bodies, Datagain has developed disciplined workflows specifically designed for verbatim transcripts, multi-speaker hearings, and time-sensitive delivery environments.

We are fully prepared to deliver services in accordance with the State's required turnaround times, formatting expectations, and pricing model.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rishi Darira', with a horizontal line underneath.

Rishi Darira
President
Datagain Inc.

2. Executive Summary & Understanding of Requirements

The State of West Virginia Purchasing Division, on behalf of the West Virginia Department of Transportation (WVDOT), requires a qualified transcription services provider capable of delivering accurate, timely, compliant, and secure transcript preparation services supporting legal, administrative, and official proceedings. Datagain fully understands the importance of these transcripts as formal agency records that must meet strict standards for accuracy, consistency, and reliability.

Datagain's extensive experience supporting government agencies, courts, and administrative bodies, combined with our structured quality-control workflows and disciplined production processes, positions us to meet the State's requirements with precision, dependability, and full compliance with the solicitation specifications.

2.1. Our Understanding of Contract Services

In accordance with the Specifications, Datagain understands that the State requires vendors to provide transcription and/or court reporting services, including:

- Preparation of Original Transcripts
- Preparation of Condensed Transcripts with Index when requested
- Expedited / Rush Transcript Services
- Appearance Services
- Overnight Delivery Support
- Postage or Hand Delivery Services

Datagain acknowledges that transcript requests may vary depending on proceeding type and delivery order requirements.

Mandatory Deliverables Compliance

Datagain confirms full compliance with mandatory service expectations outlined in the Specifications, including:

- Provision of Original Transcript and Condensed Transcript services
- Ability to provide indexed condensed transcripts when requested
- Support for per-page transcript preparation model
- Capability to process transcripts derived from audio recordings supplied by WVDOT
- Consistent transcript formatting and structural integrity

Turnaround Time Commitment

Datagain fully complies with required delivery timelines specified by the State:

- Standard Turnaround: Five (5) to Ten (10) business days
- Rush / Expedited Turnaround: One (1) to Four (4) business days
- Support for expedited transcript production within 24–48 hours when required

Our workflow management system ensures immediate classification and prioritization of transcript orders.

Accuracy & Quality Assurance

Datagain's production framework emphasizes verbatim accuracy and transcript reliability through:

- Multi-level human editing and proofreading controls
- Speaker identification validation
- Pagination and document structure checks
- Consistency review across transcript pages
- Error detection and correction protocols

Each transcript undergoes structured quality review prior to delivery.

Operational Capability

Datagain maintains the operational capacity necessary to support WVDOT's estimated transcript volumes and varying workload requirements, supported by:

- Dedicated transcription and quality assurance personnel
- Documented procedures for standard and expedited transcript orders
- Redundant production resources ensuring continuity
- Proven experience supporting government and legal records

Security & Confidentiality

Datagain understands that WVDOT proceedings may involve sensitive administrative or legal content requiring strict confidentiality protections. Our operational practices include:

- Secure handling of audio recordings and transcript materials
- Controlled-access production environments
- Confidentiality-focused information management procedures
- Protection of agency records and related materials

Vendor Qualifications

Datagain satisfies the minimum qualification requirement of two (2) years experience in transcription and related services. Our experience supporting government agencies, courts, and administrative bodies reflects our ability to deliver dependable transcript preparation services aligned with public-sector expectations.

Commitment to Performance

Datagain is prepared to begin performance immediately upon award and is committed to providing accurate, timely, and compliant transcription services in support of State of West Virginia operations.

3. Staffing & Operational Plan

Datagain's staffing model for the State of West Virginia is built on structured operational roles, clear accountability, and experienced personnel supporting government transcription and transcript preparation services. Our team structure ensures consistent service delivery, adherence to turnaround requirements, and compliance with all contract specifications. The personnel supporting this contract include project oversight, workflow coordination, transcription specialists, editorial resources, and quality-control personnel.

This section reflects Datagain's actual operational structure and production methodology used across government and administrative engagements.

3.1. Key Personnel

Rishi Darira – Project Director

Role: Executive Oversight & Contract Governance

Responsibilities:

- Provides executive-level oversight for contract performance
- Ensures compliance with solicitation specifications and service requirements
- Oversees service quality, workflow performance, and client satisfaction
- Handles escalations and performance-related matters
- Supports long-term operational continuity and accountability

Rishi Darira brings more than a decade of experience managing government transcription and documentation projects, including oversight of multi-year public-sector engagements.

Pinky Shinde – Project Manager / Contract Manager

Role: Day-to-Day Operations & Workflow Coordination

Responsibilities:

- Serves as the primary operational point of contact for the State
- Manages transcript intake, scheduling, and workflow coordination
- Monitors turnaround timelines and delivery categories

- Oversees production assignments and workload balancing
- Coordinates communication and service support activities

Her role directly satisfies the Contract Manager requirement outlined in the Specifications.

Transcription & Production Personnel

Datagain assigns experienced transcription professionals trained in handling:

- Legal and administrative proceedings
- Multi-speaker recordings
- Technical and procedural content
- Time-sensitive transcript production

Our transcription specialists are supported by documented workflows designed for verbatim accuracy, speaker clarity, and structural consistency.

Quality Control & Editorial Resources

Datagain's quality-control framework is designed to ensure transcript accuracy, formatting consistency, and document reliability.

Quality Assurance (QA) Responsibilities

- Conduct final transcript verification
- Validate transcript structure, pagination, and readability
- Confirm speaker identification consistency
- Perform accuracy and completeness checks
- Approve transcripts prior to delivery

Quality Control (QC) Specialists

- Review grammar, punctuation, and transcript clarity
- Validate document formatting and layout
- Identify inconsistencies or omissions
- Perform proofreading and structural checks

Datagain's QA/QC process ensures transcripts meet professional record standards required for government documentation.

3.2. Turnaround & Workload Management

Datagain's staffing structure supports both standard and expedited workloads through:

- Dedicated production resources
- Priority-based transcript routing
- Workflow monitoring controls
- Redundant personnel coverage

This approach ensures compliance with required turnaround times of:

- Five (5) to Ten (10) business days for standard orders
- One (1) to Four (4) business days for rush orders

Continuity & Reliability Measures

To ensure uninterrupted service delivery, Datagain maintains:

- Primary production personnel
- Supplemental backup resources
- Documented workflow procedures
- Centralized coordination through the Project Manager

These controls mitigate risks related to workload variation, scheduling changes, or production disruptions.

Organization Structure

Datagain operates through a structured production model consisting of:

- Executive Oversight
- Contract / Workflow Management
- Transcription Specialists
- Editorial & Formatting Personnel
- Quality Control & QA Resources

This structure supports consistent transcript production, quality validation, and contract compliance.

4. Service Delivery & Workflow Approach

4.1. Overview of Datagain's Court Reporting Service Model

Datagain delivers the State of West Virginia's required transcription services through a structured, multi-stage production workflow designed specifically for government, legal, and administrative transcript preparation. Our approach ensures accurate transcript generation from agency-provided audio recordings, consistent document formatting, and dependable turnaround performance across both standard and expedited orders.

This workflow is designed to support Original Transcripts, Condensed Transcripts with Index when requested, and Expedited Transcript Services as defined in the Specifications.

4.2. Audio Intake & Order Initiation

Datagain recognizes that WVDOT will provide audio recordings via CD, DVD, or approved electronic formats. Upon receipt of recordings or files, Datagain applies a structured intake protocol designed to ensure traceability, file integrity, and accurate workflow routing.

This intake process includes:

- Secure logging and cataloging of received materials
- Verification of audio accessibility and playback quality
- Identification of transcript type and service category
- Immediate assignment of turnaround classification
- Controlled routing into the production workflow

This systematic intake stage ensures that no recording or delivery order experiences processing delays or misclassification.

4.3. Transcription & Production Methodology

Datagain employs a multi-stage transcription workflow designed specifically for multi-speaker government recordings, legal proceedings, and administrative documentation.

Primary Transcription Stage

During the primary transcription phase, audio recordings are assigned to experienced transcription specialists trained in handling:

- Verbatim transcript preparation
- Multi-speaker recordings
- Legal and administrative terminology
- Procedural and technical content
- Complex or time-sensitive material

Transcriptionists produce an initial draft focused on completeness, speaker continuity, and faithful representation of the recorded proceedings.

Editing & Transcript Structuring Stage

Following initial transcription, transcripts undergo editorial review to ensure clarity, consistency, and structural reliability. This stage includes:

- Validation of transcript flow and readability
- Speaker identification consistency checks
- Pagination and document structure review
- Formatting alignment with transcript standards
- Correction of typographical or structural issues

Editors enhance transcript usability while preserving verbatim content integrity.

Quality Control & Quality Assurance Validation

Datagain applies layered quality controls to ensure transcript accuracy and document reliability.

Quality review procedures include:

- Accuracy verification against audio recordings
- Grammar and punctuation review
- Speaker labeling validation

- Structural and formatting consistency checks
- Completeness and coherence assessment

Only transcripts meeting Datagain’s quality thresholds advance to delivery.

4.4. Transcript Deliverables & Contract Scope Compliance

Datagain fully supports all transcript types and services defined in the Specifications. Our production model is structured to deliver:

- Original Transcript preparation
- Condensed Transcript preparation
- Indexed Condensed Transcript when requested
- Expedited / Rush Transcript Services
- Transcript reproduction and delivery support

Each transcript is prepared as a clean, record-ready document suitable for official agency use.

4.5. Turnaround Time & Delivery Order Management

Datagain commits to full compliance with the delivery timelines defined in Section 4.2.1.1 of the Specifications:

- Standard Turnaround: Five (5) to Ten (10) business days
- Rush Turnaround: One (1) to Four (4) business days
- Expedited Transcript Production: 24–48 hours when required

All transcript orders are classified immediately upon receipt to ensure accurate routing, priority handling, and strict deadline tracking. Datagain’s workflow management controls are designed specifically to support State-defined turnaround categories without deviation.

4.6. Operational Reliability & Workload Continuity

Datagain maintains a structured operational environment designed to support varying transcript volumes and delivery schedules without degradation of service quality.

Reliability controls include:

- Dedicated transcription and QA personnel
- Documented standard operating procedures
- Redundant production capacity
- Centralized workflow coordination
- Continuity-focused resource allocation

4.7. Secure Handling & Confidentiality Safeguards

Datagain understands that WVDOT recordings and transcripts may contain sensitive administrative, legal, or operational information. All materials are handled within controlled-access environments designed to protect agency records.

Security-focused practices include:

- Secure storage of audio and transcript files
- Controlled production access protocols
- Confidentiality-enforced workflows
- Protection of agency-provided materials
- Restricted handling of sensitive content

4.8. Technology & Data Protection Controls

Although this contract is not medical, Datagain applies elevated security controls consistent with government and sensitive data handling standards.

Our protections include:

- Encryption-protected file management
- Controlled system access mechanisms
- Secure transmission protocols
- Role-based production controls
- U.S.-based processing environments

These safeguards protect audio recordings and transcript materials throughout the workflow lifecycle.

4.9. Delivery, Billing & Specification Compliance

Completed transcripts are delivered electronically through secure channels in clean, record-ready formats. Each transcript is finalized, reviewed, and structured for immediate agency use without the need for additional formatting or modification.

Datagain acknowledges and accepts all Specification provisions governing transcript services and billing, including:

- Transcript preparation governed by delivery order terms
- Only one (1) appearance fee per delivery order
- Delivery-related fees applied strictly per Pricing Pages
- All travel and mileage costs included in quoted pricing

No alternate billing structures or conditional pricing models are proposed.

5. Relevant Experience & Past Performance

The following engagements demonstrate our ability to manage structured, multi-speaker, and time-sensitive proceedings, along with our capacity to maintain consistent quality at scale.

Connecticut General Assembly

Ongoing Since 2021

Contract Value: \$281517.00

Contact Name: Kirstin Breiner

Title: Contracting, Office of Legislative Management

Email: kirstin.breiner@cga.ct.gov

We transcribe high-volume public hearings and legislative sessions. This work requires careful attention to technical legal and policy language, accurate speaker tracking, and fast turnaround (often 24 hours or less).

Superior Court of California, Santa Clara County

Ongoing Since 2020

Contract Value: \$35,000.00

Contact Name: Jennifer Vigna

Title: Director, Court Services Division

Email: JVigna@scscourt.org

We deliver verbatim court transcriptions daily for criminal and traffic proceedings, including judge's remarks, testimony, and multi-party hearings. This work mirrors law enforcement transcription in complexity, requiring fast turnaround and legal formatting (25 lines per page, speaker identification, etc.). The Court routinely uses our expedited delivery service for same-day and next-day transcripts.

Department of Labor & Industrial Relations - State of Missouri

Ongoing Since 2020

Contract Value: \$159226.10

Contact Name: Gloria Stegemann

Title: Lead Administrative Support Assistant, Appeals Section

Email: gloria.stegemann@labor.mo.gov

Datagain provides transcription of legal appeal hearings and adjudicated cases involving sensitive claimant and employer data. These documents are part of case records and must follow precise formatting and redaction protocols, especially when personal identifiers must be removed. We maintain a 100% on-time delivery rate.

United States District Court - Eastern District of Pennsylvania

Ongoing since 2024

Contact Name: Jordan Todd

Title: Procurement Specialist

Email: Jordan_Todd@paed.uscourts.gov

Our team provides transcription support for federal court proceedings, delivering certified verbatim transcripts in compliance with judicial formatting standards. Work includes transcribing hearings, motions, and other court sessions while ensuring the secure handling of sensitive case information. We maintain strict confidentiality, meet expedited turnaround requirements, and adhere to all court-approved style guides.

The South Carolina Department of Corrections (SCDC)

Ongoing Since 2022

Contact Name: Cheron Hess

Email: Hess.Cheron@doc.sc.gov

Datagain transcribes and proofreads inmate disciplinary hearings for the SCDC Office of General Counsel. The accuracy of these transcripts is vital as most of these disciplinary hearings are appealed to the South Carolina Administrative Law Court (ALC).

6. Closing Statement

Datagain appreciates the State of West Virginia's consideration of this quotation. We are prepared to execute services immediately upon award and remain committed to delivering dependable, accurate, and contract-compliant support. We welcome the opportunity to serve the State and ensure consistent, professional performance throughout the contract term.

Submitted by:



Rishi Darira
President, Datagain Inc.

Date: February 26, 2026