



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

State of West Virginia
 Request for Quotation
 25 - Legal

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Doc Description: TRANSCRIPTION AND COURT REPORTING (8220A001)

Proc Type: Central Master Agreement

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2020 FEB 26 AM 11:10

WV PURCHASING
 DIVISION

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X *Rebecca L. Baker* [Redacted] DATE *2/24/20*

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

**REQUEST FOR QUOTATION
CRFQ DOT2000000114
TRANSCRIPTION / COURT REPORTING SERVICES (8220A001)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation - Division of Highways Legal Division, Office of Administrative Hearings and the Division of Motor Vehicles, hereinafter referred to as WVDOT, to establish multiple contracts for transcription and/or court reporting services.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means performing transcription and/or court reporting services as more fully described in these specifications.

 - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1.** Two years minimum experience in transcription and/or court reporting services experience by vendor and/or vendor’s staff performing services under this contract.

- 4. MANDATORY REQUIREMENTS:**
 - 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 Transcription/Court Reporting Services**
 - 4.1.1.1** Vendor Shall Provide a Condensed Transcript and Index. Estimated 50 transcripts per year. WVDOT will provide CD or DVD when only transcription services are needed.

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4.1.1.1.1 Vendor shall provide a condensed transcript with four pages per page and index referencing location of keywords in transcript when requested.

4.1.1.2 Commodity Line 1 - Cost of Original Transcript.

4.1.1.2.1 Vendor shall provide the cost charged per page to prepare an original transcript.

4.1.1.3 Commodity Line 2 - Cost of Condensed Transcript Copy.

4.1.1.3.1 Vendor shall provide the cost charged per page to prepare an additional condensed transcript.

4.1.1.4 Commodity Line 3 - Cost to Expedite Transcript.

4.1.1.4.1 Vendor shall provide the cost charged per page to prepare transcript within 24 to 36 hours when rush requested.

4.1.1.5 Commodity Line 4 – Appearance Fee.

4.1.1.5.1 Vendor shall provide the cost charged to appear in person for a deposition or hearing. Only one appearance fee will be paid per deliver order.

4.1.1.6 Commodity Line 5 - Overnight Original.

4.1.1.6.1 Vendor shall provide cost per page to overnight original when overnight delivery requested.

4.1.1.7 Commodity Line 6 – Postage or Hand Deliver Fee.

4.1.1.7.1 Vendor shall provide the flat fee cost to mail and/or hand deliver transcript (if any). If none, state zero.

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4.2.1 Turnaround Times

4.2.1.1 The vendor shall provide turnaround times for regular and rush orders on the Information Attachment Form.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract will be a progressive award with multiple vendors. Awards will be based on the lowest total of the two (2) bid scenarios listed on Exhibit A Pricing Pages. A phone call with a follow-up request by email for service will be placed to the lowest bidder. If the lowest bidder cannot provide the services requested at the requested time, within the requested timeframe, the second lowest bidder will be contacted and so forth. We will allow for four (4) hours from the time the phone call and email has been sent for the vendor to determine if they will be able to meet our needs and send confirmation back by email. If confirmation has not been received within four (4) hours, we will move to the next lowest bidder and send a request by email and the second lowest bidder will have four (4) hours to send an email confirmation and so forth.

5.2 Pricing Page: Vendors should complete the Pricing Page completing Section 1 and Section 2. In Section 1 the Vendor shall enter a unit price for each commodity line. In Section 2 the Vendor shall use the unit prices entered in Section 1 to complete the bid scenarios. The vendor should enter the unit price; then multiply by the quantity to calculate the line total. Evaluation will be based on Section 2 of the Pricing Page. Orders will be placed based on pricing bid in Section 1. If there are errors in the pricing the bid price bid in Section 1 shall prevail. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the cost per page and cost per hour for each service rendered including any minimum or flat fees charged for services performed, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

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10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

11. VENDOR DEFAULT:

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

11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

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12. MISCELLANEOUS:

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

Contract Manager: Rebecca Baker
Telephone Number: 304-759-2471
Fax Number: _____
Email Address: legaleagle625@msn.com

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.

Rebecca L. Baker, Certified Court Reporter

(Name, Title)

Rebecca L. Baker, Certified Court Reporter

(Printed Name and Title)

P.O. Box 7822, Cross Lanes, WV 25356

(Address)

(304) 759-2471

(Phone Number) / (Fax Number)

legaleagle625@msn.com

(email address)

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

Rebecca L. Baker, CCR

(Company)

Rebecca L. Baker - Certified Court Reporter

(Authorized Signature) (Representative Name, Title)

Rebecca L. Baker

(Printed Name and Title of Authorized Representative)

2/24/20

(Date)

(304)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000114

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

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

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

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

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

Rebecca L. Baker
Company

Rebecca L. Baker
Authorized Signature

2/24/20
Date

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

Exhibit A Pricing Page

<i>Rebecca L. Baker</i>	CRFQ DOT2000000114
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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 7 days)	Page	<i>3.20</i>
2	Cost of Additional Condensed Transcript	Page	<i>0.83</i>
3	Cost to Expedite Transcript (Turnaround 3 days)	Page	<i>4.55</i>
4	Appearance Fee	Each	<i>100.00</i>
5	Overnight Original	Page	<i>6.00</i>
6	Postage or Hand Delivery Fee	Each	<i>7.75</i>

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 7 days)	Page	<i>3.20</i>	150	<i>480.00</i>
2	Cost of Condensed Transcript with Index	Page	<i>0.83</i>	150	<i>124.50</i>
6	Postage or Hand Delivery Fee	Each	<i>7.75</i>	1	<i>7.75</i>
Bid Scenario 1 Total					<i>\$612.25</i>

Bid Scenario 2-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
3	Cost to Expedite Transcript (Turnaround 3 days)	Page	<i>4.55</i>	150	<i>682.50</i>
11	Cost of Condensed Transcript with Index	Page	<i>0.83</i>	150	<i>124.50</i>
11	Postage or Hand Delivery Fee	Each	<i>7.75</i>	1	<i>7.75</i>
Bid Scenario 2 Total					<i>\$ 814.75</i>
Total of Bid Scenarios (1+2)					<i>\$1,427.00</i>

Exhibit B

Information Attachment Form	
Transcription Court Reporting	
REQUIREMENTS:	Condensed transcript and index to be included when requested Date of Service and Invoice Number to be included
<u>Turn around time regular</u>	<u>10 business days</u>
<u>Turn around time expedited</u>	<u>5 business days or less</u>

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Rebecca L. Baker

Authorized Signature: Rebecca L. Baker Date: 2/24/20

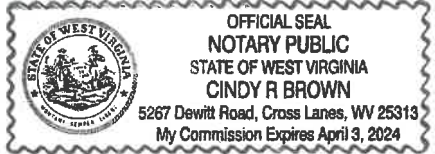
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 24 day of February, 2020

My Commission expires April 3, 2024, 2024

AFFIX SEAL HERE



NOTARY PUBLIC Cindy Brown

Purchasing Affidavit (Revised 01/19/2018)