



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 9

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 680949

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000161400

SO Doc ID: DOT2000000114

Legal Name: SARGENTS COURT REPORTING SERVICE INC

Published Date: 2/12/20

Alias/DBA:

Close Date: 2/26/20

Total Bid: \$20,249.75

Close Time: 13:30

Response Date: 02/25/2020

Status: Closed

Response Time: 18:20

Solicitation Description: ADDENDUM 1 TRANSCRIPTION AND COURT REPORTING

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 680949

**Solicitation Description :** ADDENDUM 1 TRANSCRIPTION AND COURT REPORTING (8220A001)

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-02-26 13:30:00	SR 0803 ESR02252000000004895	1

**VENDOR**

000000161400  
 SARGENTS COURT REPORTING SERVICE INC

**Solicitation Number:** CRFQ 0803 DOT2000000114

**Total Bid :** \$20,249.75      **Response Date:** 2020-02-25      **Response Time:** 18:20:30

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	COST OF ORIGINAL TRANSCRIPT(TURNAROUND 7	4500.00000	PAGE	\$3.250000	\$14,625.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : COST OF ORIGINAL TRANSCRIPT(TURNAROUND 7 DAYS)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	COST OF ADDITIONAL CONDENSED TRANSCRIPT	1000.00000	PAGE	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : COST OF ADDITIONAL CONDENSED TRANSCRIPT

**Comments:** if ordered with original

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	COST TO EXPEDITE TRANSCRIPT(TURNAROUND 3	1000.00000	PAGE	\$4.100000	\$4,100.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : COST TO EXPEDITE TRANSCRIPT(TURNAROUND 3 DAYS)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	APPEARANCE FEE	15.00000	HOUR	\$100.000000	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : APPEARANCE FEE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	OVERNIGHT ORIGINAL	5.00000	PAGE	\$4.950000	\$24.75

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : OVERNIGHT ORIGINAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	POSTAGE OR HAND DELIVERY FEE	20.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description : POSTAGE OR HAND DELIVERY FEE



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

State of West Virginia  
 Request for Quotation  
 25 - Legal

Proc Folder: 680949

Doc Description: ADDENDUM 1 TRANSCRIPTION AND COURT REPORTING (8220A001)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-12	2020-02-26 13:30:00	CRFQ 0803 DOT2000000114	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Sargent's Court Reporting Service, Inc.  
 210 Main Street  
 Johnstown, PA 15901  
 814-536-8908

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN # 25-1794603

DATE 2/25/2020

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TRANSCRIPTION AND OR COURT REPORTING SERVICES STATEWIDE PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	COST OF ORIGINAL TRANSCRIPT(TURNAROUND 7	4500.00000	PAGE	\$3.25	\$14,625.00

Comm Code	Manufacturer	Specification	Model #
82111604			

**Extended Description :**  
COST OF ORIGINAL TRANSCRIPT(TURNAROUND 7 DAYS)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	COST OF ADDITIONAL CONDENSED TRANSCRIPT	1000.00000	PAGE	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

**Extended Description :**  
COST OF ADDITIONAL CONDENSED TRANSCRIPT

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	COST TO EXPEDITE TRANSCRIPT(TURNAROUND 3	1000.00000	PAGE	\$4.10	\$4,100.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :  
COST TO EXPEDITE TRANSCRIPT(TURNAROUND 3 DAYS)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	APPEARANCE FEE	15.00000	HOUR	\$100.00	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :  
APPEARANCE FEE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	OVERNIGHT ORIGINAL	5.00000	PAGE	\$4.95	\$24.75



Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :  
OVERNIGHT ORIGINAL

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	POSTAGE OR HAND DELIVERY FEE	20.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :  
POSTAGE OR HAND DELIVERY FEE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-02-11



**SARGENT'S COURT REPORTING SERVICE, INC**

210 Main Street  
Johnstown, PA 15901

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

**Response to CRFQ 0803 DOT 2000000114**

**Court Reporting Services to be provided to the West Virginia  
Division of Highways**

## **GENERAL HISTORY AND EXPERIENCE**

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

Sargent's also employs a fully staffed scheduling department, consisting of a scheduling technician and a scheduling manager, ensuring that all jobs are accurately coordinated and covered to the exact specifications of our clients. Our scheduling department schedules hundreds of depositions daily, many of which occur simultaneously in many different states. As such, Sargent's will have no problem providing reliable, simultaneous coverage spanning the entire State of West Virginia during day and evening hours, weekends and/or holidays. Sargent's will have no problem providing coverage both with a 30 day notice, and in cases of unforeseen hearings, a shorter notice period.

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

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

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

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

## SPECIFICATIONS

### 3. **QUALIFICATIONS:**

3.1 Sargent's has been providing court reporting services for over 39 years.

### 4. **MANDATORY REQUIREMENTS:**

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

#### 4.1.1 **Transcription/Court Reporting Services**

4.1.1.1 Sargent's will provide a condensed transcript and index.

4.1.1.1.1 All condensed transcripts will have four pages per page and an index for referencing the location of key words.

4.1.1.2 Commodity Line 1 – Cost of Original.

4.1.1.2.1 The cost of the original transcript will be a per page charge. The cost is provided on Exhibit A, Pricing Pages.

4.1.1.3 Commodity Line 2 – Cost of Original/Expert.

4.1.1.3.1 The cost of the original transcript of expert witness testimony will be a per page charge. The cost is provided on Exhibit A, Pricing Pages.

4.1.1.4 Commodity Line 3 – Cost to Expedite

4.1.1.4.1 The cost of to prepare a transcript within 24-36 hours, when requested, will be a per page charge. The cost is provided on Exhibit A, Pricing Pages.

4.1.1.5 Commodity Line 4 – Appearance Fee

4.1.1.5.1 The appearance fee will be a flat fee. Only one appearance fee will be charged per order. The cost is provided on Exhibit A, Pricing Pages.

4.1.1.6 Commodity Line 5 – Overnight Original

4.1.1.6.1 The cost to prepare a transcript with overnight delivery will be a per page charge. The cost is provided on Exhibit A, Pricing Pages.

**4.1.1.7 Commodity Line 6 – Postage or Hand Deliver Fee**

**4.1.1.7.1** There will be no cost for delivery of an original transcript.  
The cost is provided on Exhibit A, Pricing Pages.

**4.2.1 Turnaround Times and Service Area**

**4.2.1.1** Please see the Information Attachment Form, Exhibit B, for  
turnaround times and rush orders.

**5. CONTRACT AWARD**

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

**5.2. Pricing Page:** Pricing page is attached hereto as Exhibit A.

**6. PERFORMANCE:** Sargent's will adhere to all guidelines set forth in this section.

**7. PAYMENT:** All fees will be as shown on the pricing page for all services performed under this contract.

**8. TRAVEL:** Sargent's will be responsible for all mileage and travel costs.

**9. FACILITIES ACCESS:**

**9.1.** Should access cards and/or keys be required, Sargent's will identify personnel requiring access.

**9.2.** Sargent's will be responsible for controlling cards and will pay replacement fees, if necessary.

**9.3.** Sargent's will notify the Agency immediately of lost, stolen or missing card or key.

**9.4.** Sargent's will adhere to any and all security protocol and procedures.

**9.5.** Sargent's will inform all staff of the Agency security protocol and procedures.

**10. VENDOR DEFAULT:** Sargent's agrees to all requirements set forth under this contract.

**11. VENDOR DEFAULT:** Sargent's agrees to all requirements set forth under this contract.

**12. MISCELLANEOUS:**

**11.1. Contract Manager:** The contract Manager is listed below.

**Contract Manager:** Kainani S. Rose

**Telephone Number:** 1-814-536-8908

**Fax Number:** 1-814-539-7579

**Email Address:** clientservices@sargents.com

**Exhibit A Pricing Page**

**CRFQ DOT2000000114**

**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	\$3.25
2	Cost of Additional Condensed Transcript	Page	\$0.00 if ordered with original
3	Cost to Expedite Transcript (Turnaround 3 days)	Page	\$4.10
4	Appearance Fee	Each	\$100.00
5	Overnight Original	Page	\$4.95
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 7 days)	Page	\$3.25	150	\$487.50
2	Cost of Condensed Transcript with Index	Page	\$0.00 if ordered with original	150	\$0.00
6	Postage or Hand Delivery Fee	Each	\$0.00	1	\$0.00
<b>Bid Scenario 1 Total</b>					<b>\$487.50</b>

**Bid Scenario 2-**

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
3	Cost to Expedite Transcript (Turnaround 3 days)	Page	\$4.10	150	\$615.00
11	Cost of Condensed Transcript with Index	Page	\$0.00 if ordered with original	150	\$0.00
11	Postage or Hand Delivery Fee	Each	\$0.00	1	\$0.00
<b>Bid Scenario 2 Total</b>					<b>\$615.00</b>
<b>Total of Bid Scenarios (1+2)</b>					<b>\$1,102.50</b>

**Exhibit B**

<b>Information Attachment Form</b>	
<b>Transcription Court Reporting</b>	
<b>REQUIREMENTS:</b>	<b>Condensed transcript and index to be included when requested Date of Service and Invoice Number to be included</b>
<hr/>	
<u>Turn around time regular</u>	<u>7 days</u>
<u>Turn around time expedited</u>	<u>3 days</u>

**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.

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

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

Sargent's Court Reporting Service, Inc.  
(Company)

Sara Ann Sargent, President  
(Authorized Signature) (Representative Name, Title)

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

2/25/2020  
(Date)

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



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 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.

Sargent's Court Reporting Service, Inc.  
Company  
Kevin Sargent, President  
Authorized Signature  
2/25/2020  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

- 1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
- 4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
- 8. **Application is made for reciprocal preference.**  
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

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

Bidder: Sargent's Court Reporting Service, Inc.      Signed:   
Date: 2/25/2020      Title: President

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

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Sargent's Court Reporting Service, Inc. Address: 210 Main Street  
Johnstown, PA 15901

Name of Authorized Agent: Sara A. Sargent Address: 210 Main Street, Johnstown, PA, 15901

Contract Number: CRFQ 0803 DOT2000000114 Contract Description: Transcription and Court Reporting

Governmental agency awarding contract: WV Department of Transportation - Division of Highways Legal Division, WVDOT

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Sara Ann Sargent, President, 100% Ownership

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

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

Sara Ann Sargent, President

Signature: *Sara A. Sargent*

Date Signed: 2/25/2020

**Notary Verification**

State of Pennsylvania, County of Cambria:

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

Taken, sworn to and subscribed before me this 25<sup>th</sup> day of February, 2020

*Stacey L. Mitchell*  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
STACEY L. MITCHELL, Notary Public  
Cambria County  
My Commission Expires November 29, 2021  
Commission Number 1029538  
*Revised June 9, 2018*

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Sargent's Court Reporting Service, Inc.

Authorized Signature: *[Signature]* Date: 2/22/2020

State of Pennsylvania

County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 25 day of February, 2020.

My Commission expires 11/29/2021, 20  .

**AFFIX SEAL HERE**  
Notary Public of Pennsylvania - Notary Seal  
STACEY L. MITCHELL, Notary Public  
Cambria County  
My Commission Expires November 29, 2021  
Commission Number 1029538

**NOTARY PUBLIC** *[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)