



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 7

List View

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

Procurement Folder: 1327140

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0507

Vendor ID: 000000161400

SO Doc ID: HCC2400000001

Legal Name: SARGENTS COURT REPORTING SERVICE INC

Published Date: 12/15/23

Alias/DBA:

Close Date: 12/27/23

Total Bid: \$5,151.45

Close Time: 13:30

Response Date: 12/26/2023

Status: Closed

Response Time: 14:20

Solicitation Description: COURT REPORTING SERVICES

Responded By User ID: KainaniRose

Total of Header Attachments: 7

First Name: Kainani

Total of All Attachments: 7

Last Name: Rose

Email: clientservices@sargents.c

Phone: 814-536-8908



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: 1327140
Solicitation Description: COURT REPORTING SERVICES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-12-27 13:30	SR 0507 ESR12262300000002965	1

VENDOR
 000000161400
 SARGENTS COURT REPORTING SERVICE INC

Solicitation Number: CRFQ 0507 HCC2400000001
Total Bid: 5151.44999999999818101059645 **Response Date:** 2023-12-26 **Response Time:** 14:20:16
Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@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	Half Day Appearance Fee	4.00000	EA	100.000000	400.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Half Day Appearance Fee

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Whole Day Appearance Fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Transcript 8-14 days (per page)	550.00000	EA	5.350000	2942.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Transcript 8-14 days
(per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Transcript 3-7 days
(per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Transcript 48 hours
(per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:**Extended Description:**

Transcript 24 hours
(per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Copy in 8-14 days (per page)	550.00000	EA	2.500000	1375.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:**Extended Description:**

Copy in 8-14 days (per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:**Extended Description:**

Copy in 3-7 days (per page)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Copy in 48 hours (per page)	1.00000	EA	2.500000	2.50

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:**Extended Description:**

Copy in 48 hours (per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Copy in 24 hours (per page)

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Electronic Delivery: CD

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Commodity Line Comments:

Extended Description:

Electronic Delivery: EMAIL

Exhibit A Court Reporter Rates

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

*****Instructions for Pricing*****

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



SARGENT'S COURT REPORTING SERVICE, INC

210 Main Street
Johnstown, PA 15901

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

Response to CRFQ HCC2400000001

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

GENERAL HISTORY AND EXPERIENCE

Sargent's Court Reporting Service, Inc. has been providing nationwide court reporting and transcription services to various federal and state entities for the past 43 years. Sargent's is uniquely qualified to fulfill the requirements outlined in this request for quotation. Sargent's has performed reporting and transcription for the Commonwealth of Pennsylvania and the State of West Virginia for decades, and is currently handling approximately 5,000 hearings and depositions per month.

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

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

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

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** Sargent's has been providing court reporting services for over 43 years. Sargent's is uniquely qualified to fulfill the requirements outlined in this request for quotation. Sargent's has performed reporting and transcription for the Commonwealth of Pennsylvania and the State of West Virginia for decades, and is currently handling approximately 5,000 hearings and depositions per month.

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

3. **QUALIFICATIONS:**

- 3.1. Every court reporter is required to obtain a bachelor's degree in a related field, ie. Criminal Justice, Journalism, English, etc. In addition, each reporter undergoes an extensive formal training curriculum from an accredited court reporting program. Furthermore, an instructor oversees the formal process, which ultimately certifies each reporter. All reporters are overseen by the management team to ensure quality work is produced. Sargent's has over 43 years' experience transcribing hearings or meetings and has been successfully transcribing hearings for the WVHCA for over six years.

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

- 3.3. Sargent's has over 43 years of experience transcribing hearings or proceedings.

4. **MANDATORY REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

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

4.1.2. Contract Item #2 – Preparedness

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

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

4.1.2.3. Sargent's currently has policies for all of our reporters, requiring that they be present at the location of their assignment no later than 15 minutes prior to the scheduled time, unless we have been instructed otherwise by the agency. In addition, each reporter is required to have a digital backup running at all times.

4.1.3. Contract Item #3 – Transcripts

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

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

4.1.3.3. Transcripts will be typed and printed on white bond paper of high professional quality paper.

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

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

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

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

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

5. CONTRACT AWARD

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

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

6. DELIVERY AND RETURN:

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

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

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

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

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

8. PAYMENT:

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

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

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

8.1.4. All invoices will have a unique invoice number.

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

10. FACILITIES ACCESS:

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

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

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

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

10.5. Sargent's will inform all staff of Agency's security protocol and procedures.

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

12. **MISCELLANEOUS:**

12.1. **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: krrose@sargents.com

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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 - Misc

Proc Folder: 1327140			Reason for Modification: ADDENDUM 1 TO EXTEND BID OPENING
Doc Description: COURT REPORTING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-15	2023-12-27 13:30	CRFQ 0507 HCC240000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000161400
Vendor Name : Sargent's Court Reporting Service, Inc.
Address : 210
Street : Main Street
City : Johnstown
State : PA **Country :** USA **Zip :** 15901
Principal Contact : Sara A. Sargent, President
Vendor Contact Phone: 814-536-8908 **Extension:**

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

Vendor Signature *Sara A. Sargent* **FEIN#** 25-1794603 **DATE** 12/26/2023

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 DEPARTMENT OF HEALTH AND HUMAN RESOURCES, WEST VIRGINIA HEALTH CARE AUTHORITY (HCA), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR COURT REPORTING SERVICES 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**

HEALTH CARE AUTHORITY
100 DEE DR

HEALTH CARE AUTHORITY
100 DEE DR

CHARLESTON WV
US

CHARLESTON WV
US

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

Comm Code**Manufacturer****Specification****Model #**

82111603

Extended Description:

Half Day Appearance Fee

INVOICE TO**SHIP TO**

HEALTH CARE AUTHORITY
100 DEE DR

HEALTH CARE AUTHORITY
100 DEE DR

CHARLESTON WV
US

CHARLESTON WV
US

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

Comm Code**Manufacturer****Specification****Model #**

82111603

Extended Description:

Whole Day Appearance Fee

INVOICE TO		SHIP TO	
HEALTH CARE AUTHORITY 100 DEE DR		HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON US	WV	CHARLESTON US	WV

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:

Transcript 8-14 days
(per page)

INVOICE TO		SHIP TO	
HEALTH CARE AUTHORITY 100 DEE DR		HEALTH CARE AUTHORITY 100 DEE DR	
CHARLESTON US	WV	CHARLESTON US	WV

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:

Transcript 3-7 days
(per page)

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:

Transcript 48 hours
(per page)

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:

Transcript 24 hours
(per page)

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:

Copy in 8-14 days (per page)

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

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

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:
Copy in 48 hours (per page)

INVOICE TO			SHIP TO		
HEALTH CARE AUTHORITY 100 DEE DR			HEALTH CARE AUTHORITY 100 DEE DR		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

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

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:
Copy in 24 hours (per page)

INVOICE TO	SHIP TO
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HEALTH CARE AUTHORITY 100 DEE DR CHARLESTON WV US	HEALTH CARE AUTHORITY 100 DEE DR CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Electronic Delivery: CD	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:
Electronic Delivery: CD

INVOICE TO	SHIP TO
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HEALTH CARE AUTHORITY 100 DEE DR CHARLESTON WV US	HEALTH CARE AUTHORITY 100 DEE DR CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Electronic Delivery: EMAIL	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description:
Electronic Delivery: EMAIL

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2023-12-06

SOLICITATION NUMBER: CRFQ HCC2400000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To extend bid opening date to 12/27/2023 at 1:30 PM ET

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HCC2400000001

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



Authorized Signature

12/26/2023

Date

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

Revised 6/8/2012

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: Sara A. Sargent

Printed Name: Sara A. Sargent

Title: President

Date: 12/14/2023

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Sargent's Court Reporting Service, Inc

Signed: 
Title: President

Date: 12/14/2023

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

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) Sara A. Sargent, President
(Address) 210 Main St., Johnstown, PA 15901
(Phone Number) / (Fax Number) 814-536-8908 / 814-539-7579
(email address) Sally@sargents.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

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

Sally Sargent
(Signature of Authorized Representative)

Sara A. Sargent, President 12/14/2023
(Printed Name and Title of Authorized Representative) (Date)

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

Sally@sargents.com
(Email Address)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

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

Authorized Signature: *Sarah Sargent* Date: 12/14/2023

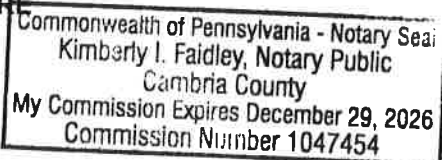
State of PA

County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 14 day of Dec, 2023.

My Commission expires Dec 29, 2023

AFFIX SEAL HERE



NOTARY PUBLIC *Kimberly I. Faidley*