



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

Request for Quotation

RFQ NUMBER
PSC737

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**PUBLIC SERVICE COMMISSION
 OF WEST VIRGINIA
 201 BROOKS STREET
 CHARLESTON, WV
 25301 340-0323**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/08/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-24		
<p>COURT REPORTING SERVICES</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH COURT REPORTING SERVICES TO TAKE AND TRANSCRIBE ALL HEARINGS AND/OR PROCEEDINGS BEFORE SAID COMMISSION AND ITS ADMINISTRATIVE LAW JUDGE DIVISION IN CHARLESTON AND IN EACH TOWN AND CITY IN THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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PURCHASER

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

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<p>CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO 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</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS</p>						

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<p>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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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</p>						

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<p>AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), 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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU</p>						

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<p>5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p style="text-align: center;">STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 21</p> <p>RFQ. NO.: PSC737</p> <p>BID OPENING DATE: MAY 24, 2006</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

				***** THIS IS THE END OF RFQ PSC737 ***** TOTAL:		<hr/>

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**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA**

COURT REPORTER SERVICES

The Public Service Commission of West Virginia is requesting bids for the services of a court reporter to take and transcribe all hearings and/or proceedings before said Commission or its Administrative Law Judge Division in Charleston and in each town and city in the state of West Virginia. The selected reporter will be designated as the Official Court Reporter of the Public Service Commission and will be compensated according to the terms and conditions of the ultimate agreement for services rendered in compliance with said agreement.

Hearing locations spread from the southernmost tip of West Virginia to the northernmost and easternmost tips of the State, and may occur both during daylight and evening hours and, on occasion, on the weekends. All parties should be aware, that anywhere from 6 to 11 hearings could simultaneously be held throughout the state and adequate staffing will be required. The Court Reporter will be required to cover each hearing. Further, the Public Service Commission operates under statutory deadlines on every case being heard and the Administrative Law Judges operate under ordered dates requiring extra importance on timely reporting and filing of transcripts.

The Court Reporter or Court Reporting Firm shall be experienced in court reporting with a good working knowledge of legal, tax, engineering, accounting, and economic terminology. The Court Reporter must have at least 15 years experience and

submit a list of reporters being employed with amount of time of each reporter's experience and provide references. It is desired that the requested information be provided with the bid. However, in the event the information has to be requested, such information shall be provided with the time frame specified. Failure to provide the requested information shall result in disqualification of the bid. The successful vendor should register all company personnel along with contact information for each individual along with a cell phone number or contact number in the case of a change and this will be required upon award. No sub-contractors will be allowed and the list of reporters should be employees of the vendor only and not contracted employees. Subcontracting will not be allowed due to quality control, dependability and problems caused by expedited matters.

The Court Reporter shall provide twenty four (24) hour phone availability in case of an emergency. The bidder cannot substitute an answering machine for this requirement; a person has to be available to talk to.

The Court Reporter shall agree to furnish the necessary paper and supplies used in the production of transcripts. Further, the Court Reporter shall come to all hearings with enough supplies (tapes) and be prepared for a ten hour or longer hearing. The Court Reporter shall agree to the taking and transcribing of all testimony and/or hearings and proceedings held by the Commission and/or its Administrative Law Judge Division when so required by the Commission except as otherwise mutually agreed. The Commission and the Court Reporter shall agree that the Commission may from time to time employ

the services of a substitute Court Reporter when the same is necessary, due to the absence of the Court Reporter. The Court Reporter shall maintain an adequate staff of reporters to serve the needs of the Commission; such court reporters shall be well trained and competent; and the Court Reporter shall be responsible for the accuracy and timely delivery of the transcripts, and shall pay all reporters directly for their services.

It will be the sole responsibility of the Court Reporter to check the Public Service Commission's hearing schedule on the internet to make the necessary arrangements for furnishing court reporters for all hearings and/or proceedings scheduled by the Commission. In the event a hearing and/or proceeding scheduled outside the Charleston area (designated as a 75 mile radius), is cancelled within four (4) business days or less, the Court Reporter will be notified by phone of the cancellation. Business day calculation is based on the hearing date as day one (1) and the three (3) business days prior to that date. If such cancellation is not made and the reporter appears for a hearing outside the Charleston Area, the Commission will pay the reporter a full per diem attendance fee for such cancelled hearing(s), if outside this radius. All other cancellations will be listed on the Commission's internet page and will be the sole responsibility of the Court Reporter to check for such cancellations. (If for some reason, the Commission would, for some unforeseen reason, not provide this notice on the internet, or by phone, a full per diem attendance fee for such cancelled hearing(s) will be paid for within and outside the 75 mile radius).

If at any time during the term of this contract, the Reporter or a designated

representative is notified that a hearing date has been set and the Reporter or designated representative fails to appear at the appointed date and time, the Reporter shall be responsible for all reporting costs attributable to and resulting from such failure to appear.

The Reporter should arrive no later than thirty (30) minutes prior to the scheduled hearing to allow for set up of equipment and to allow for any set up problems that may be encountered (example: electrical problems, etc.). If the Reporter or a designated representative is thirty (30) minutes late or later for the hearing, then the appearance fee will be reduced by fifty percent (50%) and the law judge in charge of the hearing will be responsible for ordering and incurring this reduction and reporting it to the Administrative Division for proper payment. The penalty may be waived, if, in the opinion of the Commission, there is sufficient justification for the tardiness. **Note: Actual liquidated damage costs will be calculated based upon the amounts reflected in the successful bidder's bid and shall be specifically stated in the contract.**

Original Secretary's Office case files and exhibits shall remain with the ALJ or the Commission; however, unusual circumstances may require the Court Reporter to obtain temporary custody of the case file(s). If this occurs, the Court Reporter shall make arrangements with the ALJ or Commission to temporarily use the Staff case file and **not** the Secretary's official case file.

Transcript shall be typed or printed on white bond paper of high professional quality on computer paper of twenty (20) pound rating with a printer capable of near-letter quality to the following specifications.

- A. Right margin of one inch and left margin of one inch, or total side margins not to exceed two inches.
- B. No less than twenty-four lines per typed page, single sided.
- C. Transcripts will be placed in binders with clear plastic fronts having a capacity of at least three (3) inches.
- D. The transcript shall include an index showing where testimony of each witness is located and where the identification and introduction of each exhibit can be found.
- E. All pages of submitted transcripts must be in chronological and numerical order.

An original and two (2) copies of the transcripts, along with copies on two (2) 3.5" diskettes, one formatted in Word and one formatted in PDF format, are to be submitted to the Executive Secretary's Office between the hours of 9:00 a.m. and 5:00 p.m. An original and two (2) copies of the invoice and expense account must be submitted for payment. Upon the Commission's receipt of the printed and electronic transcripts, it is agreed that the court reporter relinquishes any and all property rights in the same and that the Commission, as it deems appropriate and in its sole discretion, can use, publish or circulate the same as public documents. All bills submitted to the Commission for payment must reflect the date and the beginning and ending times of the hearing and the case heard.

Awarded vendor must be a registered vendor and have the capability of accepting VISA as payment on all invoices.

Expenses incurred by the Reporter before June 30 of the each reporting year will not be paid if submitted after July 15 for each year of the contract.

Transcripts due on a legal holiday or weekend will be submitted on the next working day without penalty.

The Commission may designate the priority in which hearings are to be typed and delivered.

Adequate staffing shall be maintained by the Reporter to enable all agreement requirements to be met and such typing staff shall be paid by the Reporter.

The Court Reporter will be notified of transcripts submitted to the Commission containing obvious errors on the cover page. Said transcripts will not be considered filed by the Court reporter until corrected copies are resubmitted. The Court Reporter must produce transcripts of consistently high quality. Errors must be promptly corrected at the Reporter's expense. Upon the Commission's receipt of the printed and electronic transcripts, it is agreed that the court reporter relinquishes any and all property rights in the same and that the Commission, as it deems appropriate and in its sole discretion, can use, publish or circulate the same as public documents.

In the event a request for a transcript is made after the termination of this contract for a hearing taken by the Reporter during the life of the contract, the Reporter shall furnish the transcript in accordance with the terms and conditions of this contract.

The Commission and Reporter shall agree that the Reporter shall in no way be considered an employee of the Commission but shall be considered an independent contractor.

Reimbursement will be paid to the Reporter for actual travel related expenses required by the Commission away from the City of Charleston according to the policies, procedures and rates afforded state employees traveling within West Virginia. Travel expenses will not be reimbursed for any travel related to hearings conducted within Charleston. The Reporter will be required to offer a documented expense report to the Commission of the same kind filed by State employees before travel will be reimbursed.

It is understood that transcript due dates are critical dates for timely and efficient operation of the Commission and its statutory requirements. It is for this reason that late delivery penalties must be included within this agreement. These penalties are described as follows:

Itemized per page charges will be reduced by:

15% if received from one (1) to five (5) days late

50% if received from six (6) to ten (10) days late

75% if received from eleven (11) to fifteen (15) days late

100% if received sixteen (16) or more days late

Note: Actual liquidated damage costs will be calculated based upon the amounts reflected in the successful bidders bid and shall be specifically stated in the contract.

Failure to deliver transcripts within the time frames established for overnight or expedited deliveries will result in the itemized per page cost being reduced to the lowest per page rate within the agreement with the same late filing penalty discounts as previously stated. Late filing penalty discounts may be waived by the Commission's executive director with sufficient cause. Specific due dates specified in Commission Orders govern the required due date requirements and can override contract provisions.

Bid Amounts are being requested as follows:

1. Per half day of attendance at hearings prescribed by the Commission. A half-day's attendance is defined as the reporter's presence being required either in the a.m. or p.m. hours of any given calendar day (Monday thru Sunday) or anytime the hearing does not exceed four (4) hours. This fee will be a flat fee - no variance of this fee will be accepted.
2. Per day attendance for each full day of attendance at hearings prescribed by the Commission. A full day's attendance is defined as the reporter's presence being required in both the a.m. and the p.m. hours of any given calendar day (Monday thru Sunday) or anytime that the hearing exceeds four (4) hours. This fee will be a flat fee - no variance of this fee will be accepted.
3. Minimum appearance fee (if applicable) - flat fee in addition to the rates to be charged for full and half day services.
4. Per page for an original and two copies of each transcript furnished to the Commission, per normal delivery, within 8 to 14 calendar days of the hearing.
5. Per page for an original and two copies of each transcript delivered within two (3) to seven (7) calendar days from the date of the hearing, if so ordered by the Commission or Judge.
6. Per original page for an original and two copies of each transcript delivered within forty eight (48) hours from the date of the hearing.
7. Per computer diskette of each transcript, one formatted in Word and one in PDF format.

A Form of Bid has been provided for the bidder's use and convenience. Please complete the attached form and provide all requested information.

ATTACHMENT A

Please review the following page and mark yes or no to the questions asked to make sure you have complied with the above requirements.

	Comply	
	<u>Yes</u>	<u>No</u>
1. Adequate staff to cover 6 to 11 hearings Simultaneously without subcontracting	_____	_____
List number of full time employees (no subcontracting) that will be assigned to PSC	_____	_____
A list of reporters being employed with the amount of time of each reporter's experience should be attached		
2. 15 years experience	_____	_____
3. 24 hour availability to talk to a person	_____	_____
4. Internet access to check hearing schedules and cancellations	_____	_____
5. Ability to provide diskettes in Word & PDF format	_____	_____
Note: Upon the Commission's receipt of the printed and electronic transcripts, it is agreed that the court reporter relinquishes any and all property rights in the same and that the Commission, as it deems appropriate and in its sole discretion, can use, publish or circulate the same as public documents - Agree:	_____	_____
6. Ability to pay with VISA	_____	_____
7. Registered Vendor with the State of WV	_____	_____

PSC737 - FORM OF BID
COURT REPORTER SERVICES

Note: The following estimates are for use in evaluation purposes only. They are in no way intended to reflect actual anticipated quantities. Actual quantities may be more or less contingent upon the needs of the PSC.

	Quantity	Unit Price	Extended Price
Half Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 8 - 14 days <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Half Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 3 - 7 days <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Half Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 48 hours <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Whole Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 8 - 14 days <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Whole Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 3 - 7 days <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Whole Day Attendance	10	\$	\$
Minimum Appearance Fee	10	\$	\$
Transcript in 48 hours <i>(20 original pages for each of the 10 w/ (2) copies)</i>	10	\$	\$
Computer Diskettes	10	\$	\$
Subtotal			\$
Grand Total			\$

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____