



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  
**EDD287087**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY  
 304-558-8801**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF EDUCATION  
 BUILDING 6  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0330

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/13/2008   |               |          |        |               |

BID OPENING DATE: **02/13/2008** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP       | CAT NO. | ITEM NUMBER | UNIT PRICE                        | AMOUNT |
|---|----------|-----------|---------|-------------|-----------------------------------|--------|
| 0001  | 1        | EA        |         | 924-10      |                                   |        |
| <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV DEPARTMENT OF EDUCATION TO PROVIDE COURT REPORTING SERVICES.</p> <p>ATTACHMENTS: SPECIFICATIONS<br/>PURCHASING AFFIDAVIT</p> <p>INQUIRES:<br/>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/05/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY<br/>           DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25311<br/>           FAX: 304-558-4115<br/>           EMAIL: SHELLY.L.MURRAY@WV.GOV</p> <p>COURT REPORTING SERVICES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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</p> |          |           |         |             |                                   |        |
| SIGNATURE   |          | TELEPHONE |         |             | DATE                              |        |
| TITLE   |          | FEIN      |         |             | ADDRESS CHANGES TO BE NOTED ABOVE |        |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 may be deemed null and void, and 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.

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**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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

**SIGNED BID TO:**

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



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|--|----------|-----|--------|-------------|------------|--------|
|  |          |     |        |             |            |        |
| <p>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 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</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
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| <p>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 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>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 I</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|   |          |     |        |             |            |        |
| <p>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 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</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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|---|----------|-----|--------|-------------|------------|--------|
|   |          |     |        |             |            |        |
| <p>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 &amp; 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 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 style="text-align: right;">BIDDER: -----</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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**7**

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**304-558-8801**

VENDOR

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**TYPE NAME/ADDRESS HERE**

SHIP TO

**DEPARTMENT OF EDUCATION**  
**BUILDING 6**  
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|  |          |     |        | <b>BID OPENING DATE:</b> |            | <b>02/13/2008</b>   |
|  |          |     |        | <b>BID OPENING TIME:</b> |            | <b>1:30 PM</b>      |
| <b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b><br>-----<br><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b><br>----- |          |     |        |                          |            |                     |
| <b>***** THIS IS THE END OF RFQ EDD287087 *****</b>  |          |     |        |                          |            | <b>TOTAL: _____</b> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |      |  |      |
|-----------|------|--|------|
| SIGNATURE |      | TELEPHONE                                | DATE |
| TITLE     | FEIN | <b>ADDRESS CHANGES TO BE NOTED ABOVE</b> |      |

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### PURPOSE OF RFQ

The West Virginia Department of Education (Agency) is soliciting bids for court reporting services to be rendered as needed statewide, primarily to satisfy the needs of the Office of Assessment and Accountability (for Due Process Hearings and/or mediations) and the Office of the State Superintendent (for various legal issues including grievances). It is the goal of this RFQ to foster competition among qualified vendors, to establish a minimum level of standards for the work to be performed, and to adequately provide and appropriately procure necessary services given short periods of advance notice, as often dictated by the legal environment (i.e. to meet changing court or lawyer schedules, to resolve conflicting schedules, or to satisfy continuances, motions, etc.). Typical notice from past experience may be as little as three days. Anticipated usage by the Office of the State Superintendent under this RFQ will be about twenty-six (26) events annually with a range of two to ten (2-10) hours per event. The Office of Assessment and Accountability will generally have fewer events but their length may be two to three (2-3) days.

### DESIGN/STRUCTURE OF RFQ

To foster the maximum amount of competition between various potential bidders and to assist in reducing costs to the state, the bidding is to be structured as follows.

The state will be divided into eight regional areas, which shall be the same eight divisions the Agency refers to as the Regional Education Service Agencies (RESAs). Upon award of this RFQ and within each of the eight regions (see attachment A), a list of not more than five of the lowest-priced, conforming bidders will have been determined.

As the need for services arises, the Agency will contact the bidder who had submitted the lowest price for that region with the intent of scheduling services. Excepting extraordinary circumstances a twenty-four hour period (1 working day) period will begin. If either the time period expires or the lowest priced vendor immediately declines the engagement the Agency will proceed to the next lowest priced bidder and the same process of acceptance will repeat until one of the three bidders for that respective RESA region is able to accept the engagement.

Vendors are free to bid on one or any combination of the eight regions. In the case of a vendor who bids on more than one region, each different region's bid is not required to be priced the same as the others. **However, if a vendor bids on multiple regions, a separate bid sheet must be completed for each region to be considered.** Incomplete bid sheets and bid sheets containing more than one region per page **will be** disqualified from consideration. Bid sheets may be copied to allow for multiple bids to be submitted.

### MINIMUM STANDARDS OF WORK

Complete pages **must have** a minimum of twenty-five (25) lines per page, with a minimum of sixty (60) characters per line. Only the last page of a transcription shall be considered complete with less than the minimum number of lines. Full pages **must be** utilized in all other cases, with page breaks not to be used to illustrate different speakers,

breaks in continuity, etc. A page shall measure eight and one half inches in width and eleven inches in length.

Time period for delivery of work product **shall not exceed** ten (10) working days, after event date. Agency shall supply the vendor with the appropriate address(es) preferably at the time of scheduling of event, but not later than five working days after event. Method of delivery is to be selected by vendor to allow for delivery within the stipulated time period. Additional charges for express delivery, couriers, etc. will not be reimbursed.

Until such time as a transcription is received by the Agency, the Agency **will** own the medium of transcription, thereby allowing for possession by the Agency. This clause is intended to allow for completion of transcription at the Agency's expense in the event of unforeseen situations preventing the completion of a transcription.

In the event the vendor is unable to complete and deliver the transcription as required above, the Agency will have the option of either taking possession of the medium with the intent of completing the transcription or the Agency may assess liquidated damages in the amount of \$25 per day cumulative. In situations where the entire transcription process is not completed by the same vendor, the Agency will pay under this contract for the partial services rendered.

Postage and handling charges for delivery of transcriptions are to be taken into consideration when developing the respective per page rate. It is anticipated that a flat rate per page, which is lower than the rate for the initial transcription, shall be quoted for copies of transcriptions. Due process hearings require three copies (hearing officer, student's school district, and student's parent/legal representation).

Travel expenses **will not** be reimbursed to bidders, thus any anticipated travel expenses **must** be accounted for in the determination of the rates bid—see bid submission format included in the bid package—preferably it would be included in the appearance fee.

In the event of either settlement before transcription begins or cancellation of the scheduled date after appearance by the court reporter, one appearance fee per transcription (regardless of either half or whole day notation) will be paid to compensate for the trip and/or any overhead costs. It is anticipated that the appearance fee would also be paid to the vendor when a transcription occurs. All appearance fees are limited to one fee per day and/or one fee per transcription regardless of the length of the event.

Each transcript **must** bear a proper certification as being correct or accurate and each transcription **must** be appropriately noted as original or copy.

#### TERM AND RENEWAL OF CONTRACT

This contract is to commence upon award by the Purchasing Division and will extend for a period of one year. Renewal of this contract shall only apply to those vendors participating in the initial award and may occur only after written mutual agreement by

both parties. Subsequent terms shall have a duration of one year and shall be limited to two (2) one year renewal periods.

**BID SUBMISSION**

To facilitate evaluation of bids, the following hypothetical transcription event has been developed. Please determine the appropriate rates and extend all costs to arrive at a grand total which will be the basis for ranking each vendors' bids.

Please note that this hypothetical event will establish the rates at which you are agreeing to perform all services under this RFQ

**ATTACHMENT A**

RESA I – McDowell, Mercer, Monroe, Raleigh, Summers and Wyoming counties

RESA II – Cabell, Lincoln, Logan, Mason, Mingo and Wayne counties

RESA III – Boone, Clay, Kanawha and Putnam counties

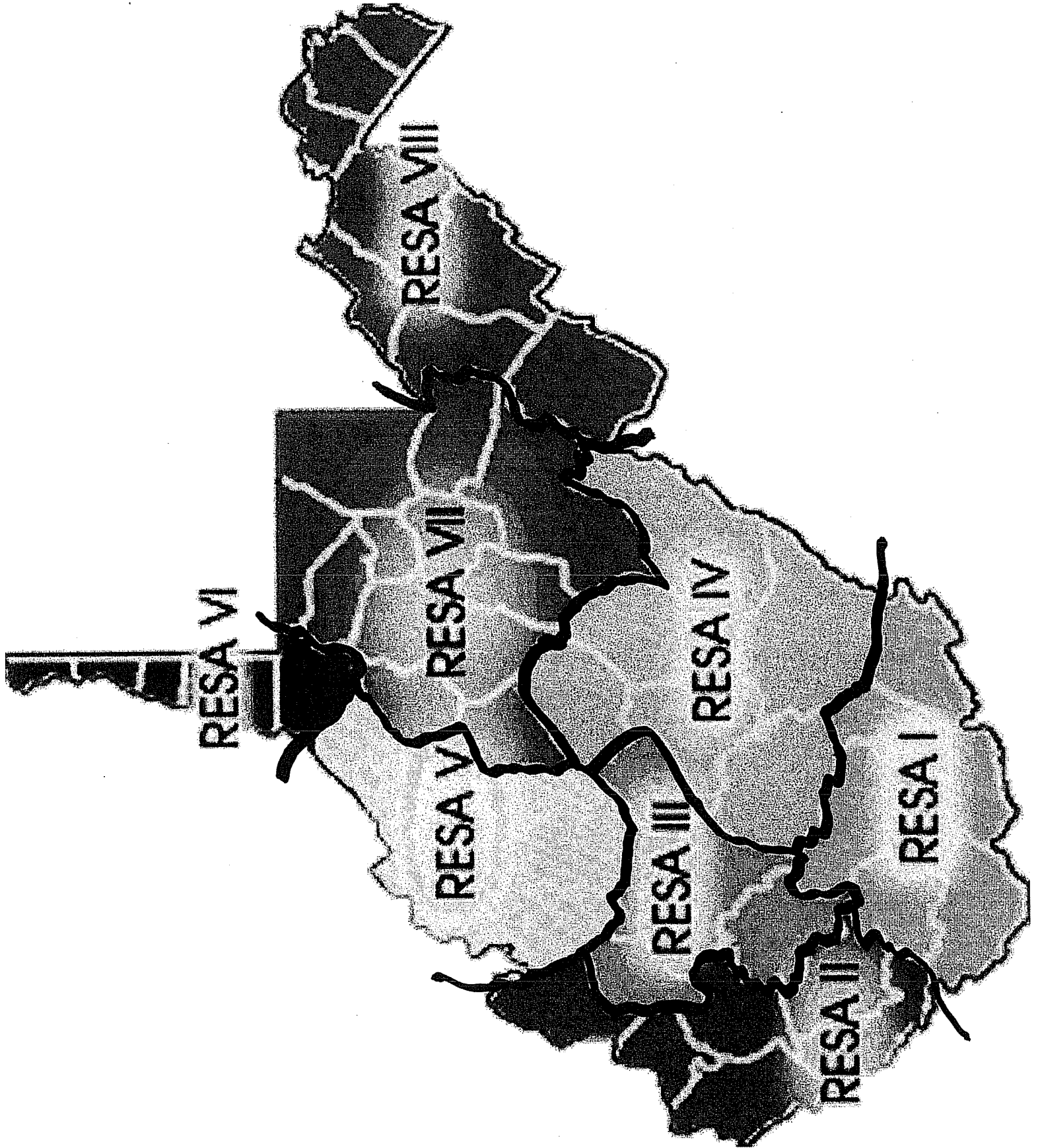
RESA IV – Braxton, Fayette, Greenbrier, Nicholas, Pocahontas and Webster counties

RESA V – Calhoun, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt and Wood counties

RESA VI – Brooke, Hancock, Marshall, Ohio and Wetzel counties

RESA VII – Barbour, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Preston, Randolph,  
Taylor, Tucker and Upshur counties

RESA VIII – Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton counties



BID SHEET

Vendor Name: \_\_\_\_\_

RESA:      \_\_\_\_\_ I      \_\_\_\_\_ II      \_\_\_\_\_ III      \_\_\_\_\_ IV  
 (Check only one;  
 copy as needed)

             \_\_\_\_\_ V      \_\_\_\_\_ VI      \_\_\_\_\_ VII      \_\_\_\_\_ VIII

Appearance fee \_\_\_\_\_

Transcription fee for 250 pages

250 pages x \_\_\_\_\_ per original page rate = \_\_\_\_\_

Copy charge for 2 additional copies

500 pages x \_\_\_\_\_ per copy page rate = \_\_\_\_\_

TOTAL RFQ PRICE \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**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 owed 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 exceed 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:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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](http://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: \_\_\_\_\_