



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
PSC9046

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

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
05/06/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-24		
<p>COURT REPORTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE COURT REPORTING SERVICES TO THE PUBLIC SERVICE COMMISSION OR ITS ADMINISTRATIVE LA 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 JULY 1, 2009 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 WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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 fee.
5. All services performed or goods delivered under State Purchase Order/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 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
PSC9046

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
PSC9046

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: **05/21/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: PSC9046</p> <p>BID OPENING DATE: 05/21/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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
PSC9046

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

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
05/06/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ PSC9046 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 there could be anywhere from 6 to 11 hearings simultaneously throughout the state and adequate staffing will be required. The Court Reporter shall 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 should be experienced in court reporting with a good working knowledge of legal, tax, engineering, accounting, and economic terminology. The Court Reporter or firm must have at least 15 years

PSC 9046

experience and/or in business for 15 years and submit, strongly recommended with the bid or upon request, a list of reporters being employed with amount of time of each reporter's experience and provide references, if needed. 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 shall 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 via email 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 via email, 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 shall 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 or more late 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.

Original Secretary's Office case files 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. The Court Reporter shall take the exhibits to be scanned and converted to PDF.

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 shall 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 one (1) copy of the transcript(s), along with a copy on one (1) CD, formatted in Word and 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 copy of the invoice and expense account shall 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 will not be paid if submitted after July 15.

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 (examples would be inclusion of all exhibits; accurate names of witnesses; accurate interpretation of acronyms; free of errors). 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 pendency 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

PSC 9046

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

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.

Rates for the following shall be bid:

- \$ \_\_\_\_\_ 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.
- \$ \_\_\_\_\_ 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.
- \$ \_\_\_\_\_ Minimum appearance fee (if applicable) - flat fee
- \$ \_\_\_\_\_ Per page for an original and one copy of each transcript furnished to the Commission, per normal delivery, within 8 to 14 calendar days of the hearing.
- \$ \_\_\_\_\_ Per page for an original and one copy of each transcript delivered within two (2) to seven (7) calendar days from the date of the hearing, if so ordered by the Commission or Judge.
- \$ \_\_\_\_\_ Per original page for an original and one copy of each transcript delivered within forty eight (48) hours from the date of the hearing.

PSC 9046

\$ \_\_\_\_\_ Per CD (1) of each transcript, formatted in Word and in PDF format.

\$===== Total costs

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

PSC 9046

		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 in the court reporter business	_____	_____
3.	24 hour availability to talk to a person	_____	_____
4.	Internet and email access to check hearing schedules and cancellations	_____	_____
5.	Ability to provide CD's 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:		_____	_____

PSC 9046

6. Ability to pay with VISA \_\_\_\_\_

7. Registered Vendor with the State of WV \_\_\_\_\_



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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, 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 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, 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% resident 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% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

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.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_