



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 05/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/04/2009 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED:						
1) REVISED SPECIFICATIONS AND BID PAGE						
2) VENDOR TECHNICAL QUESTIONS AND AGENCY RESPONSE						
DATE AND TIME OF BID REMAINS 06/04/09 AT 1:30 PM						
***** NO ADDITIONAL CHANGES *****						
0001	1	EA		961-24		
COURT REPORTING SERVICES						
***** 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'

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, the State may deem this contract null and void, and terminate such contract 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

**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

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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

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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

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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

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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.

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

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		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:	_____	_____
6.	Ability to pay with VISA	_____	_____
7.	Registered Vendor with the State of WV	_____	_____

BID PAGE

	Quantity	Unit Price	Total
Half Day Attendance Fee	5	\$ _____	\$ _____
Whole Day attendance Fee	5	\$ _____	\$ _____
Transcript in 8 - 14 days - Original & 1 copy - 25 pages	5	\$ _____	\$ _____
Transcript in 3 - 7 days - Original & 1 copy - 25 pages	5	\$ _____	\$ _____
Transcript in 48 hours - Original & 1 copy - 25 pages	5	\$ _____	\$ _____
CD (1) of each transcript formatted in Word and in PDF Format	5	\$ _____	\$ _____
 Total			 \$=====

Note: Transcript unit price is determined based on 25 original pages plus 1 copy. The unit price is then multiplied by the quantity listed to get the extended price. This pricing will be used to determine a per page rate.

ADDENDUM

Questions addressed in order to ensure all bids are accurate:

- Q1. Minimum appearance Fee was not in the previous contract and not clearly defined.
- A1. This language was removed from the bid sheet because the specs clearly protect the reporter when this agency fails to cancel within a certain amount of time.
- Q2. Total costs were not broken down on a bid sheet indicating quantities and totals to clearly determine the total bid package.
- A2. See next page for bid sheet