

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Contract Number: H-11-058P

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

Bid Opening Date: February 1, 2011 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on Page 2 of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Description			
Contract to furnish to the Arkansas State Highway and Transportation Department Certified Court Reporter Services for transportation regulatory hearings, in compliance with requirements set forth herein, and at pricing set forth below, from Date of Award thru January 31, 2012, with an option to renew under original terms and pricing upon mutual agreement.			
1. Appearance Fee - per day		\$	_____
2. Original Transcript Cost per Page		\$	_____
3. Photocopy Cost per Page		\$	_____
4. Cover Sheet Charge		\$	_____
Services will be provided: <input type="checkbox"/> Any Location or <input type="checkbox"/> Central Headquarters Office Only (See Requirements 2 & 3)			
References (See Requirement 6)			
Company/Employer	Dates of Service	Contact Person	Telephone
1. _____			
2. _____			
3. _____			
(Attach additional sheets as necessary)			
Certified Court Reporter Certificate Number: _____ (See Requirement 5)			
The successful bidder will be required to begin duties at hearings scheduled after February 2011.			
Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site within 72 hours after bid opening. If you have any questions, call this office at 501-569-2667.			
TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.			
83-00			

STANDARD BID CONDITIONS

H-11-058P

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:

james.moore@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Arkansas State Highway and Transportation Department
Contract No. H-11-058P - Certified Court Reporter
Requirements

1. The Arkansas State Highway and Transportation Department (hereinafter called the "Department") requires services of a Certified Court Reporter (hereinafter called the "Reporter") to record and transcribe transportation regulatory hearings of the Arkansas Highway Commission (hereinafter called the "Commission"), and to provide the Department with true and certified copies of the proceedings.
2. The Reporter must be available to provide the required services at the regular hearings of the Commission held at the Department's Central Headquarters Offices at 10324 I-30 in Little Rock, Arkansas, which are generally scheduled for two consecutive days each month, and are set months in advance. However, the set dates are subject to change, and additional hearing dates may be added as necessary. Hearing dates will be given to the Reporter as they become available.
3. In addition to the regular monthly hearings at the Central Headquarters Offices in Little Rock, hearings may be scheduled in other locations around the State. Bidders are required to indicate on the Bid Invitation if their services will be provided for these hearings scheduled at other locations. The Reporter will be reimbursed for any mileage, meal and/or lodging expenses incurred for rendering services at other locations, in accordance with reimbursement procedures and rates established for employees of the Department.
4. The Reporter will be required to furnish an original transcript, and one additional copy if requested, of any recorded proceedings within 20 days after the hearing date. Cover sheets must be supplied by the Reporter.
5. To be considered for this contract, bidders must be certified by the Arkansas Supreme Court, Board of Certified Reporter Examiners, and must record Certificate Number on the Bid Invitation.
6. Bidders must furnish a minimum of three (3) references, preferably practicing attorneys for whom bidder has recently worked. Additional information and references may be attached if desired.
7. Bidders must indicate any previous or present employment, in any capacity, by any agency of the State of Arkansas. Attach additional information as necessary.
8. Bids will be evaluated on information provided by bidder and obtained from listed references. Award will be made in consideration of criteria such as flexibility of the bidder in rescheduling hearings and attending hearings scheduled out of town, past experience in reporting administrative and transportation hearings, low bid price, etc.
9. Payment will be made to the Reporter on a monthly basis upon receipt of invoicing for completed transcripts and any eligible expense reimbursement. Invoicing should be addressed to: Arkansas State Highway and Transportation Department, Legal Division, P. O. Box 2261, Little Rock, AR 72203.
10. This contract may be terminated by either party upon giving the other party thirty (30) days written notice of intent to terminate.
11. The Department shall exercise no managerial responsibilities over the Reporter or the Reporter's employees. It will be expressly agreed that there is no employment relationship between the contracting parties and that no regular full-time or part-time employee of any agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract.