STATE OF ARKANSAS
ARKANSAS PUBLIC SERVICE COMMISSION
1000 Center Street
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	APSC-26-02	Solicitation Issued:	November 13, 2026
Description:	Court Reporting and Transcription Services		
Agency:	Arkansas Public Service Commission		

RESPONSE DUE DATE			
Proposal Response Due Date:	December 2, 2026	Time:	12:00 p.m., Local Time
Proposal submissions for this Request for Proposals **must** be delivered to the Arkansas Public Service Commission on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
1000 Center Street and RFP Opening Location	Arkansas Public Service Commission Office of the Secretary 1000 Center Street Little Rock, Arkansas 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. • Solicitation number • Date and time of bid opening • Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Department Buyer:	Karen Shook	Buyer's Direct Phone Number:	501.682.5782
Email Address:	Karen.Shook@arkansas.gov	Department Main Number:	501.682.2051
Department Website:	https://apsc.arkansas.gov		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Public Service Commission (APSC, PSC, or Commission) to obtain court reporting, transcription, and related services for Commission hearings, depositions, and meetings. See Section 1.5 regarding anticipated multiple awards.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the RFP.

1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online or attend the proposal opening.

Virtual Meeting Link: https://teams.microsoft.com/meet/2119610457462315?p=bZJgpwwhljYDdwwVT2
Meeting ID: 211-961-045-746-231-5

1.3 OBJECTIVE AND GOALS

The Commission seeks dependable, accurate, and timely court reporting services for hearings, depositions, and other proceedings statewide. The solicitation emphasizes verified reporter qualifications, dependable assignment coverage, accurate searchable transcripts and exhibits, and appropriate treatment of protected information. APSC anticipates up to two awards, with a primary and secondary contractor, to reduce disruption when one contractor is unavailable.

1.4 BACKGROUND AND CURRENT ENVIRONMENT

The Commission conducts regulatory and administrative hearings, depositions, public comment sessions, and other proceedings involving public and protected information. It is estimated that 50 hearings or proceedings are held annually, each potentially lasting one or more days; that historical figure is for planning only and is not a current guaranteed volume. Prior reliance on a single provider has strained staffing capacity and resulted in hearing cancellations when reporters did not appear. Proceedings may occur throughout Arkansas, occasionally overlap, and may require evening or out-of-state services.

1.5 TYPE OF CONTRACT

A. The Commission anticipates awarding up to two contracts: the highest-ranked responsible, responsive offeror will be designated the primary contractor and the second-highest-ranked responsible, responsive offeror the secondary contractor, subject to the evaluation and award criteria in Section 3. The secondary contractor may be used for primary-vendor unavailability, scheduling conflicts, statewide coverage, specialty needs, or performance concerns. APSC reserves the right to make fewer awards when justified. No minimum work volume is guaranteed. Multiple awards are conditioned on the required written procurement determination and the solicitation notice under Ark. Code Ann. § 19-61-509.

B. The anticipated contract start date is December 31, 2026. The actual start date may be adjusted as provided in this RFP, subject to applicable procurement approvals.

C. The initial term of a resulting contract will begin on the actual contract start date and continue through June 30, 2027, to align with the State fiscal year. Upon mutual agreement by the Contractor and APSC, the contract may be renewed for up to six (6) additional one-year terms and one half-year term, or portions thereof. In no event shall the total aggregate contract term exceed seven (7) consecutive years from the actual contract start date. No renewal is guaranteed.

1.6 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.

B. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.

C. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.

D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.

E. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.

F. “Shall” and “must” mean the imperative and are used to identify Requirements.

G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Commission using such a contract.

1.7 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE / TIMES (local)
RFP Release to Prospective Contractors	November 13, 2026
Deadline for Prospective Contractor Questions	November 19, 2026, 12:00 p.m.
Answers to Questions Posted to Website	November 24, 2026
Proposal Due Date	December 2, 2026, 12:00 p.m.
Oral Presentations/Demonstrations*	Not applicable
Post Anticipation to Award*	December 14, 2026*
Award Contract*	December 30, 2026*

1.8 CLARIFICATION OF SOLICITATION

A. Submit questions requesting clarification of information contained in this Solicitation via email to the Buyer on page one (1) of the RFP by the date and time listed in Table A.

1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.

2. Prospective Contractors’ written questions will be consolidated and responded to by the State as deemed appropriate. The State’s consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.

C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.

D. An oral statement by the Commission will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Commission.

E. Only an addendum written and authorized by the State will modify the Solicitation.

1.9 RESPONSE DOCUMENTS

A. Original *Technical Proposal Packet*

1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
2. The following items are proposal submission requirements and **must** be submitted as a hardcopy part of a Prospective Contractor's proposal response.
    a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
    b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
    c. One original hardcopy of the completed Official Solicitation Price Sheet, sealed separately from all technical proposal materials and marked "PRICING."
        i. Pricing **must** be proposed in U.S. dollars and cents.
        ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
            - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Commission quantities ordered at no more than the submitted price.
        iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
        iv. Prices must be firm for the initial contract year; renewal-period price adjustments, if any, require prior written approval consistent with applicable law and contract terms.
            - Any approved price adjustment request must include supporting documentation demonstrating increased costs and continuing market competitiveness.
        v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
        vi. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
    d. *Proposed Subcontractors Form* (see SRV-1, section 14)
    e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
        i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
        ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
    a. *EO 98-04: Contract and Grant Disclosure Form*.
    b. *Voluntary Product Accessibility Template* (VPAT), if applicable.
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional copies

1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
    a. Three (3) complete hardcopies (marked "COPY") of the *Technical Proposal Packet.*
    b. Four (4) electronic copies of the *Technical Proposal Packet*.

c. One (1) electronic copy of the Official Solicitation Price Sheet, separately sealed or packaged from the technical proposal materials and marked "PRICING."

d. One (1) redacted (marked “REDACTED”) copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).

2. Electronic copies should be submitted on flash drives and in PDF format.

3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.

   a. In case of a discrepancy, the original hardcopy governs.

4. If the Commission requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.

D. Prospective Contractor’s proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.

E. Prospective Contractors may submit multiple proposals.

F. All paper and electronic pricing copies must be kept separate from the technical proposal evaluation materials until the authorized pricing stage.

SECTION 2 – REQUIREMENTS

2.1 MINIMUM QUALIFICATIONS

A. The Prospective Contractor shall demonstrate experience providing verbatim reporting of formal hearings, depositions, or comparable proceedings and designate a scheduling contact reachable during Commission business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.). Qualified individual court reporters may submit proposals without employing additional reporters or maintaining a minimum staff complement.

B. All court reporters assigned to perform services under the resulting contract shall maintain an active Arkansas Certified Court Reporter (CCR) certification in good standing with the Arkansas Supreme Court Board of Certified Court Reporter Examiners. The Prospective Contractor shall provide the name and certification number of each court reporter proposed for assignment. The Contractor shall ensure that all assigned court reporters maintain the required certification throughout the contract term.

2.2 GENERAL REQUIREMENTS

The Prospective Contractor shall describe its availability, resources, scheduling procedures, and contingency arrangements for providing court reporting services. The response should address how the Prospective Contractor will manage accepted assignments, respond to scheduling changes, and ensure timely performance of services.

These capabilities will be evaluated as provided in the Technical Proposal Packet. An individual court reporter may satisfy these requirements through demonstrated personal availability and appropriate contingency procedures without employing additional personnel.

2.3 PERFORMANCE STANDARDS

A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Table B: *Performance*

Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards. This table is not an exhaustive list of Performance Standards.

C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.

D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS (COURT REPORTING)

Criteria	Standard	Damages
Confirmed coverage / timely appearance	Reporter present and ready for each confirmed proceeding; provide replacement coverage as needed	Up to $300 per failure to appear or be prepared on time
Transcript / exhibit delivery	Searchable transcript and exhibit folders within 10 calendar days; daily copy by 3 p.m. next business day	20% transcript price reduction per late day, maximum 80%
Transcript accuracy / corrections	True and correct transcript; correct notified errors within 3 business days; retain supporting audio 180 days after closing of proceeding	20% full-transcript price reduction per late day, maximum 80%

2.4 SERVICES AND PROCEEDINGS

The Commission requires court reporting and transcripts for docket hearings under Ark. Code Ann. § 23-2-418, depositions, public comment hearings, and meetings requested by the Commissioners, Commission Staff, Hearing Officer, General Staff, Pipeline Safety, or Tax Division. We estimate 50 proceedings annually; work volumes and locations are not guaranteed. Hearings generally run 9 a.m.–5 p.m., but may extend into evenings or weekends. Public comment hearings outside Little Rock have typically started at 5:30 or 6 p.m. and generally ended by 8 p.m. Some proceedings may last longer or may be out of state.

2.5 TRANSCRIPT AND EXHIBIT FORMAT

Provide 8.5-by-11-inch, double-spaced transcripts, approximately 1-inch top, bottom and right margins and 1.5-inch left margin, with numbered lines and sequentially numbered pages across volumes and exhibit folders. Include an index of prefiled testimony/exhibits, direct, cross, recross and Commission/Judge examination, and a summary index for multivolume records. Place hearing exhibits in indexed exhibit folders; include cross-references at the point of introduction. Include prefiled testimony and prefiled exhibits in the hearing transcript rather than the hearing exhibit folder. Provide electronic searchable documents, including exhibits, to the Office of the Secretary of the Commission. Highly Sensitive Protected Information (HSPI) or Confidential Information (CI) must be submitted on pink background or pink pages.

2.6 TRANSCRIPT DEADLINES AND ACCURACY

Deliver the electronic transcript and exhibit folders within 10 calendar days after each hearing day, deposition or meeting, or by 9 a.m. the next Commission business day if the tenth day falls on a weekend or state holiday and if the APSC is closed. When daily copy is requested, deliver by 3 p.m. on the next Commission business day. Correct errors within 3 business days of APSC written notice. Maintain an audio recording solely to support transcript corrections for at least 180 days after the proceeding.

2.7 SCHEDULING AND BACKUP CAPACITY

The Office of the Secretary of the Commission will ordinarily provide at least 72 hours notice to schedule or cancel proceedings or request daily copy. Contractor shall notify APSC at least 72 hours before a confirmed proceeding if unable to furnish a qualified reporter. APSC may then assign the work to the other awardee. The Commission has a particular need for staffing depth, prompt substitution, and a reachable scheduling contact during business hours. Occasionally concurrent proceedings may occur. Contractor shall disclose capacity limitations promptly and cooperate in minimizing disruptions.

2.8 CONFIDENTIAL AND PROTECTED MATERIAL

Hearings and associated documents may be public or subject to protective orders. Contractor must comply with Commission rules and applicable protective orders in collecting, labeling, transmitting, retaining, and disclosing protected transcripts and exhibit materials. Access shall be restricted to authorized personnel. Contractor shall describe its safeguards and escalation procedures for accidental disclosure. Contractor must agree to sign the Commission's Non-Disclosure Agreement (NDA).

2.9 TRAVEL AND EXPENSES

Proceedings may occur outside Little Rock or out of state. Preapproval of reimbursable travel must be sought from the Secretary of the Commission at least 14 calendar days before the proceeding. Subject to approved contract terms and current state reimbursement rules, mileage may be reimbursed for out-of-Little-Rock assignments, travel time may be billable for sites over 20 miles from Little Rock, and approved actual lodging, meal, and common-carrier costs may be reimbursed within state limits upon documentation. Any updated travel policy or rate must control. As of fiscal year 2026, the State's mileage reimbursement rate $0.52.

2.10 BILLING AND DELIVERABLES

Deliver accepted electronic transcripts and indexed exhibit folders to the Office of the Secretary of the Commission, Arkansas Public Service Commission, 1000 Center Street, Little Rock, Arkansas 72201. Submit itemized invoices identifying docket/hearing/deposition, reporting professional and business address, services, units, approved expenses and PO/contract number. Invoices are payable only after accepted performance in accordance with State accounting requirements.

2.11 INFORMATION FOR EVALUATION — TECHNICAL PROPOSAL PACKET

Offerors shall respond to the four scored categories in the separate Technical Proposal Packet: E.1 Staffing, Availability and Continuity (35%; §§ 2.1, 2.2, 2.7); E.2 Relevant Experience and Reporting Quality (25%; §§ 2.1, 2.4–2.6); E.3 Transcript Delivery and Operational Process (20%; §§ 2.5–2.6, 2.9–2.10); and E.4 Confidentiality and Protected Information (20%; § 2.8). Each category contains three equally scored questions worth five (5) raw points each. Technical scores are weighted to 700 points under § 3.2. No staffing minimum or multi-person company structure is required.

2.12 PRICING RESPONSE — REQUIRED SEPARATE PRICE SHEET

The Official Solicitation Price Sheet shall separately state unit prices for: (1) live transcript page; (2) electronic prefiled/exhibit file; (3) electronic prefiled/exhibit page; (4) conversion of paper page to electronic format; (5) third-party paper transcript copy page; (6) third-party paper exhibit copy page; (7) third-party electronic copy page; (8) daily-copy transcript page; (9) standard appearance hour; (10) after-5:00 p.m. appearance hour; (11) minimum appearance/cancellation charge; and (12) approved travel-time hour. The separate pricing sheet shall establish comparison quantities and the evaluated-total methodology before issuance. Quantities are estimates, not commitments.

2.13 ADDITIONAL QUALIFICATIONS AND CONTRACT SAFEGUARDS

A. Professional standard of care. Contractor shall exercise the skill, accuracy, and diligence ordinarily expected of qualified certified court reporters providing formal administrative or regulatory hearing records. The Contractor remains responsible for the accuracy, timely production, and integrity of assigned transcripts and exhibits.

B. Assigned personnel and substitutions. The Contractor shall identify the certified reporter assigned to each accepted proceeding. A replacement must possess an active and in-good-standing Arkansas Certified Court Reporter credential, and any replacement for a confirmed assignment must be promptly communicated to and approved by the Office of the Secretary of the Commission. This requirement does not require an individual offeror to employ additional reporters.

C. Potential conflicts of interest. The Contractor shall promptly disclose any actual or reasonably apparent conflict that could affect impartial reporting in a particular proceeding, including material professional or financial relationships with parties to the proceeding. The Commission may reassign that proceeding to another awarded contractor.

D. Confidentiality, data handling, and incident notice. The Contractor and any approved assistants or subcontractors shall safeguard nonpublic testimony, protected exhibits, recordings, and transcripts under applicable protective orders and Commission rules. They may use such materials only to perform the assignment; access must be restricted to authorized persons. Any known or suspected unauthorized access or disclosure shall be reported promptly to the Office of the Secretary of the Commission. Commission materials shall not be submitted to external AI or third-party model-training systems without advance written authorization.

E. Publicity and Commission endorsement. The Contractor shall not represent Commission approval or endorsement in advertising or public statements. Use of the Commission’s name to identify a contract must comply with applicable law and any prior written Commission approval required by the contract.

F. Transition and records. At contract expiration, termination, or reassignment, the Contractor shall cooperate in transferring unfinished transcripts, exhibit indexes, and related authorized records so that Commission proceedings are not disrupted, subject to any lawful retention requirements.

G. Material Organizational Change or Operational Change. The Contractor shall provide the Commission with at least thirty (30) calendar days' advance written notice of any anticipated change in ownership, management, organizational structure, or operations that could materially affect the Contractor's ability to perform services under the contract. If advance notice is not reasonably possible, the Contractor shall provide written notice promptly upon becoming aware of the change. An individual court reporter shall similarly provide written notice of any change in certification status, professional availability, or other circumstances that could materially affect the ability to perform contracted services.

Upon receiving such notice, the Commission reserves the right to evaluate the effect of the change on the Contractor's qualifications, reliability, and ability to perform contractual obligations. If the Commission determines that the change materially affects the Contractor's ability to fulfill its obligations or otherwise makes continuation of the contract contrary to the Commission's best interests, the Commission may exercise its termination or cancellation rights under Section 4.4 and the applicable provisions of the State of Arkansas Services Contract (SRV-1). Termination or cancellation shall not relieve the Contractor of obligations accrued before the effective termination date, including delivery of outstanding transcripts, protection of confidential information, and cooperation in transitioning services to another contractor, as applicable.

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

A. The Commission will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* will be rejected and will not be evaluated.

B. An APSC-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the Information for Evaluation section included in the Technical Proposal Packet.

1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table C: Scoring Table*.

TABLE C: SCORING TABLE

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.

3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the APSC.

3.2 TECHNICAL PROPOSAL SCORE

A. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.

2. The APSC has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Staffing depth, coverage and continuity	15	35%	245
E.2 Relevant experience and reporting quality	15	25%	175
E.3 Transcript delivery and operational process	15	20%	140
E.4 Confidentiality and protected information	15	20%	140
Total Technical Score	**60**	**100%**	**700**

*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

B. The proposal's weighted score for each subsection will be determined using the following formula:

(A/B)*C =D

A = Actual Raw Points received for subsection in evaluation
B = Maximum Raw Points possible for subsection
C = Maximum Weighted Score possible for subsection
D = Weighted Score received for subsection

C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

3.3 COST SCORE

A. When pricing is opened for scoring, the proposal with the lowest evaluated total calculated using the published Official Solicitation Price Sheet will receive the maximum 300 cost points. The evaluated total must be based on the same published comparison quantities for all offerors.

B. Cost points will be awarded using the evaluated total from the Official Solicitation Price Sheet based on the stated comparison quantities and the formula in Section 3.3. The evaluated total and all comparison quantities must be finalized before the solicitation is issued.

C. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

(A/B)*C =D

A = Lowest Estimated Cost
B = Second (third, fourth, etc.) Lowest Estimated Cost
C = Maximum Points for Lowest Estimated Cost
D = Total price points received

3.4 GRAND TOTAL SCORE AND MULTIPLE AWARDS

A. The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal.

B. The highest Grand Total Score will ordinarily be designated primary and the second-highest will ordinarily be designated secondary, subject to responsibility, responsiveness, and any determination to award fewer than two contracts. The Commission reserves the discretion to assign court reporting services to either awarded Contractor based on availability, scheduling requirements, past performance under the contract, and the operational needs of the Commission.

Designation as the primary Contractor does not guarantee any minimum volume of work, exclusivity, or priority in receiving assignments.

C. The APSC may move forward to Discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	MAXIMUM POINTS POSSIBLE
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	**1,000**

3.5 DISCUSSIONS

A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.

B. The Commission reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.

C. After initial evaluation, the Commission may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

1. Cost will be considered as a consideration in establishing this range.

3.6 ANTICIPATION TO AWARD

A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.

1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.

B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.

C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

SECTION 4 – SOLICITATON TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).

1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

B. A single Prospective Contractor **must** be identified as the prime contractor.

1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

C. By submission of a proposal, the Prospective Contractor represents and warrants:

1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.

    a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).

2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or 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 Prospective Contractor for the purpose of securing business.

D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.

E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.

F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting vendor.ark.org.

B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized VISA Procurement Card (p-card).

1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.

2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Commission.

3. The Commission will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.

C. The Contractor should be able to accept the State's p-card as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

E. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

F. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:

1. Remain property of the State.
2. Be kept confidential as permitted or required by law.
3. Be used only as expressly authorized.
4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
    a. The Contractor **shall** properly identify items being returned.

G. The Contractor **shall** invoice the State as required by the Commission and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).

1. The Contractor should invoice the agency by an itemized list of charges. The Commission's purchase order number and/or the contract number should be referenced on each invoice.
2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.

H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

I. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found here) or *Standard Commodities Contract Template* (found here).

1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.

J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.

1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

4.3 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).

B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By

so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.

F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

H. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

4.4 Termination and Cancellation

A. Any contract resulting from this Solicitation shall be subject to the termination and cancellation provisions of the State of Arkansas Services Contract (SRV-1), including termination for non-appropriation, termination for convenience, and cancellation for cause.

B. The Commission reserves the right to terminate a resulting contract for convenience upon no less than sixty (60) days' written notice to the Contractor.

C. The Commission may cancel a resulting contract for cause when the Contractor fails to fulfill its contractual obligations, upon at least thirty (30) days' written notice and in accordance with the applicable provisions of SRV-1.

D. Termination or cancellation shall not relieve the Contractor of obligations accrued before the effective termination date, including delivery of completed or outstanding transcripts, protection of confidential information, and cooperation in transitioning services, as applicable.

E. The Contractor shall be entitled to payment for properly performed and accepted services through the effective termination date, subject to applicable contract terms. No early termination penalty or payment for future unperformed services shall be owed by the Commission.