TEXAS STATE SECURITIES BOARD
INVITATION FOR BIDS

IF *NOT* BIDDING
DO NOT RETURN THIS FORM.
BIDDER AGREES TO COMPLY WITH
ALL TERMS & CONDITIONS OF THIS IFB

OPEN DATE ▸ April 20, 2015 5:00pm
CLOSING DATE ▸ **May 20, 2015 5:00pm**

REQUISITION NO. ▸ 312-15-323

FAILURE TO SIGN WILL DISQUALIFY BID

AGENCY TO INVOICE
State Securities Board P.O. Box 13167 208 E. 10th Street, Rm 610 Austin, Texas 78701-3167
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
State Securities Board 5121 69th St, Suite A-10A Lubbock, Texas 79424

AUTHORIZED SIGNATURE _____ DATE _____

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

WHEN BIDDING:
Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, PLEASE SUBMIT NO LATER THAN MAY 20, 2015 BY 5:00PM VIA:

MAIL: STATE SECURITIES BOARD
Attention: Kate Lype, Agency Purchaser
P.O. Box 13167
Austin, Texas 78701-3167

E-MAIL: purchasing@ssb.texas.gov

FAX: 512-305-8327

VENDOR NAME & ADDRESS:

Company: _____

Address: _____
_____
_____

Contact Name: _____
Phone: _____

Vendor ID # _____

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: ☐☐☐☐☐☐☐☐☐

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: http://www.irs.gov/businesses/

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: ☐

PREFERENCES
See Section 2.38 of the State of Texas Procurement Manual regarding preferences.
Check below to claim a preference under 34 TAC Rule 20.38

- □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- □ Agricultural products grown in Texas
- □ Agricultural products offered by a Texas bidder
- □ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- □ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- □ Texas Vegetation Native to the Region
- □ USA produced supplies, materials or equipment
- □ Products of persons with mental or physical disabilities
- □ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- □ Energy Efficient Products
- □ Rubberized asphalt paving material
- □ Recycled motor oil and lubricants
- □ Products produced at facilities located on formerly contaminated property
- □ Products and services from economically depressed or blighted areas
- □ Vendors that meet or exceed air quality standards
- □ Recycled or Reused Computer Equipment of Other Manufacturers
- □ Foods of Higher Nutritional Value

TEXAS PROCUREMENT AND SUPPORT SERVICES
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS:

1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.

1.03. Bids must be time stamped at Texas State Securities Board (SSB) on or before the hour and date specified for the bid opening.

1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.06. Bid prices are requested to be firm for SSB acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.

1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the SSB based on an acceptable written reason.

1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

1.10. **AWARD NOTICE:** The State reserves the right to make an award that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.

1.11. Consistent and continued tie bidding could cause rejection of bids by the SSB and/or investigation for antitrust violations.

1.12. Bids will be accepted via postal mail: P.O. Box 13167, Austin, Texas, 78711-3167, Overnight Express: 208 E.10th St, Rm 610, Austin, Texas, 78701, e-mail: klype@ssb.texas.gov, or fax. The telephone number for fax submission of bids is 1-512-305-8327. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-305-8305 for fax confirmation.

1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.02. Unless otherwise specified, items shall be new and unused and of current production.

2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).

2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. DELIVERY:

4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.02. If delay is foreseen, bidder shall give written notice to the SSB. Bidder must keep the SSB advised at all times of status of order.

4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the SSB to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.

4.04. No substitutions permitted without written approval of SSB.

4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the State. Authorized SSB personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT:

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify the SSB and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the SSB's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. BIDDER ASSIGNMENTS:

Bidder hereby assigns to the CPA any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq*., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq*.

10. BIDDER AFFIRMATIONS:

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.02. Pursuant to 15 U.S.C. §1, *et seq*. and Tex. Bus. & Comm. Code §15.01, *et seq*. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.

10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by Comptroller of Public Accounts (CPA) under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

~~10.07. Pursuant to §669.003, Gov't Code, SSB may not enter into a contract with a person who employs a current or former executive head of the SSB until four years has passed since that person was the executive head of the SSB. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the SSB in the past four years. If bidder does employ a person who was the executive head of the SSB, provide the following information:~~

~~Name of Former Executive:~~ _____

~~Name of State Agency:~~ _____

_____

~~Date of Separation from State Agency:~~ _____

~~Position with Bidder:~~ _____

_____

~~Date of Employment with Bidder:~~ _____

10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov

10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to SSB under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.

11. NOTE TO BIDDER:

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

12. PROTEST PROCEDURES:

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in CPA's rules at 34 TAC Rule 20.384.

13. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the SSB and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

14. NON-APPROPRIATION OF FUNDS:

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to SSB, either in whole or in part, subject to the availability of state funds. SSB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If SSB becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render SSB's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, SSB will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and SSB will not be required to give prior notice.

15. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that SSB will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to SSB any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a SSB employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of SSB.

17. FORCE MAJEURE:

Neither bidder nor SSB shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

18. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to the SSB. The SSB shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the SSB for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND SSB, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY SSB. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR SSB FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF SSB OR ITS EMPLOYEES.

20. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by SSB to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

INVITATION FOR BIDS
TEXAS STATE SECURITIES BOARD
Continuation Page(s)

BID OPENING ▸ May 20, 2015 5:00pm

REQUISITION NO. ▸ 312-15-323

ITEM NO.	CLASS & ITEM DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	Class 961-24 The State Securities Board is securing competitive bids for court reporting services for the Lubbock office. The bid specifications are attached. BID OPENING LOCATION: State Securities Board Mailroom, Room 610 Rusk State Office Building 208 E. 10th Street Austin, Texas 78701					

STATE SECURITIES BOARD
INVITATION FOR BIDS (IFB) – COURT REPORTING SERVICES

NOTE: Prior to submitting a bid, each bidder should study carefully all specifications, terms and conditions.

1. ***General Instructions:***

   1.1. The State Securities Board is soliciting bids to provide verbatim records and video recording of depositions, hearings, proceedings and other events as required by the State Securities Board.
   1.2. The individual listed below may be telephoned or e-mailed for clarification of the IFB specifications. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the State Securities Board.

   Kate Lype
   208 E. 10th Street
   6th Floor
   Austin, Texas 78701
   Phone: 512-305-8305
   E-Mail: purchasing@ssb.texas.gov

   P.O. Box 13167
   Austin, Texas
   78711-3167

   1.3. The individual listed below may be contacted regarding performance requirements for the requested court reporting services. No assistance will be provided in the development of a bid response. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the State Securities Board. This individual will be the Contract Administrator.

   Kate Lype
   512-305-8305
   klype@ssb.texas.gov

   1.4. This contract will be issued in accordance with Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176 and rules of the Texas Building and Procurement Commission.
   1.5. By submitting the IFB, each bidder certifies that their bid meets or exceeds all mandatory specifications set forth and is in compliance with all conditions shown on the front and the back of the IFB.
   1.6. Bids are provided as firm bids, which include all costs necessary to perform the required court reporting services.

2. ***Term of Contract:*** June 1, 2015 through May 31, 2016.

3. ***Contract Renewal:***
   At the expiration of the initial contract period, this contract may be renewed **ANNUALLY** by written agreement between both parties for up to an additional three (3) one (1) year periods.

4. ***Cancellation:***

   4.1. This contract may be cancelled by either party, without penalty, either in whole or part, by providing thirty (30) days written notice.
   4.2. This contract may be cancelled without penalty, either in whole or part, if funds are not appropriated by the Texas Legislature or otherwise made available.
   4.3. This contract may be cancelled without penalty if the terms and conditions set forth in the contract are not followed. The contract may be cancelled with thirty (30) days written notice.

5. ***Implementation of Cancellation:*** In the event of cancellation by the State Securities Board, the Agency shall pay the Contractor for the work satisfactorily performed up to the effective date of cancellation or reduction in the scope of work as determined by the Contract Administrator.

6. ***Vendor Requirements:***

   6.1. Court Reporter must be certified by the Court Reporters Certification Board.

6.2. All personnel assigned under this contract will have at least one year experience in court reporting. Any reporter assigned under this contract may be required to present proof of certification and experience prior to commencing work on the assignment.
6.3. Personnel will appear at the time and location requested, professionally attired and groomed, ready to work and will provide all necessary equipment and supplies.

7. ***Awards:***

7.1. All awards shall be made to the bidder complying with the best value criteria used in the bid and conforming to the advertised product or service specifications. In determining which bidder is offering the best value, in addition to price, the State Securities Board may consider and evaluate the factors set out in Government Code, Title 10, Subtitle D, Subchapter A, §§2155.074, 2156.007, and 2157.125, and all other factors comprising the best value criteria as may be set forth in the solicitation.
7.2. The bid evaluation will not include or allow for travel expenses between vendors' office and a fifty (50) mile radius of the Agency's office listed under the destination of goods in this bid document.

8. ***Notice:***

8.1. The Agency will normally provide the vendor with at least two (2) days notice of the requirement for a reporter.
8.2. The time and location will normally be provided at the time of notice. Final confirmation of the time and location will be made as far in advance as possible.

9. ***Emergency Requirements:***

9.1. The Agency may require reporting services and will not be able to provide full notice (2 days) to the vendor; as much notice as possible will be afforded the vendor. If the vendor is unable to supply a reporter because of limited notice, this will not be considered a breach of contract by either party and the Agency may obtain such services elsewhere.

10. ***Payment:***

10.1. Payment will be made only for services performed.
10.2. Payment will not be made to a vendor without a current Texas Identification Number (TIN).
10.3. Reference Sections 7, 10.2, 10.5 and 10.7 of the Terms and Conditions.

11. ***Administrative Expenses:***

11.1. All vendor's administrative expenses such as local travel (from vendor's office to any location within a fifty (50) mile radius of Agency's office listed under the destination of goods in this bid document), meals, phone calls, paper, office space, reproduction services, etc., must be included in the base bid.
11.2. All administrative expenses required for travel to remote assignments will be reimbursed at standard State of Texas travel and per diem rates. All travel must be authorized by the Agency in advance.
11.3. No travel will be authorized for distances of less than fifty (50) miles from Agency's office listed under the destination of goods in this bid document unless an overnight stay is required.
11.4. Vendor must submit travel receipts with invoice for payment.

12. ***Quantities:***

12.1. There are no minimum or maximum quantities available or assigned with this contract. Service will be on an as needed basis only and need varies from year to year.
12.2. Quantities shown in the bid are for evaluation purposes only and will not be construed as an offer or expected amount of service to be required.

13. ***Compliance:***

13.1. By submitting a signed bid, bidder affirms that he/she is in compliance with all applicable laws, statutes, regulations, ordinances, rules and orders and decrees of any court or administrative body of jurisdiction and may be required to provide proof of such compliance.
13.2. The State of Texas will have the right to audit books and records of the vendor pertaining to this contract during normal office hours and on due notice.

14. ***Abandonment, Default, Assignment and Sale:***

14.1. If vendor defaults, breaches, or abandons work on this contract, he/she will be liable for the actual amount of damages suffered by the State of Texas. Such default, breach, or abandonment or refusal or failure to pay damages may be cause for cancellation of the contract.
14.2. This contract may not be sold, assigned, transferred or subcontracted without the prior approval of the Agency.
14.3. If vendor fails or refuses to provide service on three (3) consecutive requests, or four (4) times in four (4) months, the Agency may consider the vendor in default and reserve the right to cancel immediately.

15. ***Insurance and Bond:***

15.1. Vendor will be required to maintain Worker's Compensation coverage in an amount required by law.
15.2. Bid, Performance, and Payment bonds will not be required with this contract.

16. ***Bid Prices:***

16.1. Bid prices will be firm for one year from date of award.
16.2. Requests for price escalation must be made by the vendor thirty (30) days prior to the date the contract is up for renewal.
16.3. If no request is received, the contract shall be carried forward at the then current prices for another year from the date of renewal.
16.4. The vendor will immediately inform the Agency and implement any reduction in pricing offered for contracted services.
16.5. Prices shown on the bid sheet are all inclusive and no other charges are authorized.

17. ***Miscellaneous:***

17.1. Nothing in this contract will prevent the Agency from complying with the Public Information Act.
17.2. All notes and tape recordings made by the reporter are the property of the reporter. All notes and recordings will be retained on file for not less than three years unless a longer period is specified by the Agency.
17.3. Unless specified differently, any method that produces a written verbatim record of the proceedings is acceptable.
17.4. Delays in the start or progress of a hearing attributable to the reporter not being prepared will be cause for the Agency to reduce the amount of the reporter's invoice by $15.00 per quarter hour of delay.
17.5. Reporters assigned will have no relationship to any party involved either by blood or financially except for the compensation incurred from performance under this contract.
17.6. The reporter will be allowed an appearance fee of two (2) hours base rate if the hearing is cancelled after the reporter arrives or while they are in transit to the site.
17.7. Successful bidder may not sell copies of transcripts. Persons requesting transcript copies must make their requests to the State Securities Board. All transcripts for Section 28 hearings will be considered confidential.
17.8. Verbatim reporting will be required unless otherwise requested and a stenograph machine with tape recorder should be used as back-up only.
17.9. Short hearings of one (1) hour or less may occur approximately twelve (12) times a year.

18. ***Form and Delivery Requirements:***

18.1. The form of the original transcript will be twenty-five (25), double-spaced, numbered lines on 8.5 X 11 inch bond paper. No page except the index and the last page of the transcript may have less than ten (10) lines. Pages will be numbered consecutively. The condensed transcript will have four (4) condensed pages per each 8.5 X 11 inch page and will include a concordance index. One original hard copy and one PDF copy will be submitted for each transcript.
18.2. Turn around time for submission of completed transcripts will be specified by the Agency not later than the close of the proceeding for which the service is required.

19. ***Requirements for Submission of Bid Response:***

19.1. Bid response to be returned to the State Securities Board via email to klype @ssb.texas.gov,by fax to 512-305-8327, or via mail: P.O. Box 13167, Austin, Texas, 78711-3167.
19.2. Bid responses must be received by May 20 2014 at 5:00 PM. Any bid received after that date and time will be disqualified from consideration.
19.3. Bids submitted in reply to this IFB should be responsive to all specifications herein. Failure to respond to all the specifications will disqualify the bid.
19.4. Bidders shall designate a contact person(s) on the bid.
19.5. Bids shall be confined solely to the requested services and delivery listed in this IFB.

19.6. All bids and accompanying attachments become the property of the State Securities Board upon submission.

20. ***Invoice:***

20.1. All invoices must reflect the purchase order number for each invoice and an itemized listing of all charges by:

- 20.1.1. Administration Fee
- 20.1.2. Price per page – transcription
- 20.1.3. Any overtime charges
- 20.1.4. Expedited charges, and prorated wait time charges
- 20.1.5. Travel charges
- 20.1.6. Miscellaneous charge

20.2. Awarded vendor to submit original invoices to:

State Securities Board
Attn: Accounts Payable
208 E. 10th Street, Rm 610
Austin, Texas 78701

Or

E-Mail: purchasing@ssb.texas.gov

PROVIDE FIRM BID AS FOLLOWS:

	In Person	Audio Recording
Administration Fee		
Per page transcription, original and one copy		
Per page transcription, certified copy		
Transcription per hour		
Videotaping per hour		
TOTAL		

FIRM PRICING FOR ADDITIONAL CHARGES:

Expedited Charges	In Person	Audio Recording
Original and one PDF copy		
-Per page, same day turnaround		
-Per page, one business day turnaround		
-Per page, two business day turnaround		
-Per page, three business day turnaround		
-Per page, four business day turnaround		
-Per page, five business day turnaround		
-Per page, six business day turnaround		

Transcripts	In Person	Audio Recording
PDF of full & condensed transcript		
Condensed transcripts (charge for taking Attorney)		
Administration Fee per Volume		
Condensed Transcripts (charge to Parties ordering copy)		
E-Transcripts		

Other	In Person	Audio Recording
Administration Fee per Volume		
Exhibits & Tabs per page		
Scan & E-mail of Exhibits		
Video Tapes – standard length, each		
-specify tape length		
Taking but not transcribing (per hour)		
Reporter overtime (after 5:00pm)		
Cancellation Policy:		

Other	In Person	Audio Recording

Cities interested in submitting bid for: _____