



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-16-0119	Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov
Commodity or Service: Process Server Service – International/Domestic	Bid Opening Date: June 9, 2016
Agency: Office of Child Support Enforcement	
Date Issued: May 16, 2016	Bid Opening Time: 2:00:00 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000725035

- 1. MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

- 2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

4. TECHNOLOGY ACCESS

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

Integrating into networks used to share communications among employees, program participants, and the public; and

Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

6. ALTERATION OF ORIGINAL IFB DOCUMENTS: The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

7. REQUIREMENT OF AMENDMENT: THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

8. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

9. ADDITIONAL TERMS AND CONDITIONS: The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

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10. ANTICIPATION TO AWARD: After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

11. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

12. VISA ACCEPTANCE: Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

13. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms issued with this bid.

14. CURRENCY: All bid pricing must be United States dollars and cents.

15. LANGUAGE: Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for The Arkansas Office of Child Support Enforcement (OCSE) to obtain pricing and a contract for Process Server Service. Service to include:

- Continental United States
- Excluding: Arkansas and Bowie County Texas (see note below)
- Alaska
- Hawaii
- All American Territories
- And an International worldwide basis

NOTE: Arkansas and Bowie County, Texas are included in an Arkansas contract which services the area.

1.2 OPEN-ENDED COOPERATIVE PURCHASING AGREEMENT

Any contract resulting from this solicitation is an open-ended state public procurement unit contract that is made available to local public procurement units. The contractor shall sell its goods or services to any public procurement unit, state or local, under the terms and conditions of the contract that results from this solicitation. Any public procurement unit, state or local, that wishes to purchase goods or services from the contractor under the terms and conditions of the contract that results from this solicitation may do so.

1.3 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Judy Shirley at 501-324-9316 or by email: judy.shirley@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.**
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

1.5 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

1.6 TYPE OF CONTRACT

The contract **will** be a one (1) year **TERM** contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to (six (6)) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.7 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:
Arkansas Office of Administrative Services
Attention: Grace Nobles
P. O. Box 2485
Little Rock, AR 72203

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Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by OCSE. The State may not be invoiced in advance of delivery and acceptance of any service. Payment **will** be made only after the contractor has successfully satisfied OCSE as to the service purchased.

Vendor **must** invoice OCSE by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice including case number and name of recipient served.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.8 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designees at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.10 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.11 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.12 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:

- a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
- b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.

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- c. Upon default, to pay all sums to become due under a contract.
- d. To pay damages, legal expenses or other costs and expenses of any party.
- e. To continue a contract once the equipment has been repossessed.
- f. To conduct litigation in a place other than Pulaski County, Arkansas
- g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- 2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- 3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.13 CONDITIONS OF CONTRACT

The successful bidder **shall** at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.14 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but **shall** not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.15 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

1.16 PUBLICITY

News releases by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.17 AWARD CRITERIA

This Invitation for Bid shall be awarded to the lowest responsible, responsive bidder on **Total Cost for All Services on an ALL or NONE basis with estimated quantities. Consideration will be given only to those who bid all line items.**

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.18 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.19 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the **services** being bid. Bid pricing must be valid for **(120)** days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items **shall** be borne by the bidder.

1.20 EXTENSION CLAUSE

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of six (6) additional times for the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement, Arkansas Office of Child Support Enforcement and the contractor. The contractor will be notified before expiration of this contract if an extension is requested.

1.21 SERVICES DELIVERY, REQUIRED

Service of process **must** be completed within thirty-five (35) calendar days of the date of request for service. The date of the request for service **shall** be deemed to be the date on which the contractor receives the request, **either electronically or by court approved methods**, from the OSCE requesting office.

The return of service receipt **must** be received by the OSCE office requesting the service, no later than forty-five (45) calendar days from the date of the request for service. **Receipt must** show whether the return is being made for service or non-service of process. **Receipt must** be accompanied by an affidavit or other **court approved form** attesting to the service or non-service, as required by Arkansas Rules of Civil Procedures, rule 4 (g). Receipt **must** comply with any specific requirements communicated to the contractor at the time of the request for service.

Should service not be completed within the required time frame, the return **receipt must** specifically note the reason for non-service including the date, time and place of all attempts to achieve service.

Should the service be completed later than thirty (30) days of the date of request, payment for service may be denied. Vendor **must** receive, prior to thirty (30) days expiration date and extension of time from the requesting OSCE office in which to provide service.

The agency requests **process server service** within **thirty-five (35)** calendar days after receipt of the order. If this date cannot be met, the bidder must state the number of days required to **begin the service** in the ordering agency's designated location. Failure to state the beginning date obligates the bidder to begin service by the agency's requested date. Extended dates may be considered when in the best interest of the state.

Delivery _____ calendar days after receipt of order.

1.22 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of service shall be made within thirty (30) days of receipt. OSCE retains the right to refuse the service based on the Court of Jurisdiction decision.

1.23 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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1.24 STATE HOLIDAY SCHEDULE

New Year's Day	January 1	
MLK Birthday/Lee	January	Third Monday
President's Day/Bates	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veteran's Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday
Christmas Eve	December 24	
Christmas Day	December 25	

SECTION 2 - SPECIFIC REQUIREMENTS

2.0 SCOPE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for The Arkansas Office of Child Support Enforcement (OCSE) to obtain pricing and a contract for Process Server Service. Service to include:

- Continental United States
- Excluding: Arkansas and Bowie County Texas (see note below)
- Including Alaska
- Hawaii
- All American Territories
- And an International worldwide basis

NOTE: Arkansas and Bowie County, Texas are included in an Arkansas contract which services the area.

OCSE assists States and Counties with cases when family members live in different countries and/or states as required by the family member location.

Vendor **will** provide OCSE with guidance and resources on International Child Support including policy, training, contact information and International Caseworker Guides.

International cases are complex and where you live will determine the steps taken to obtain Child Support Services.

Any resulting contract shall contain Performance Standards which identify expected deliverables, performance measures, or outcomes; and payment shall be contingent on the extent to which the performance standards are met.

2.1 VENDOR QUALIFICATIONS

- A. Vendor **must** have a minimum of three (3) full consecutive years of experience as a provider of process service on a national and international basis. Experience **must** have occurred within the years of 2010 – present date 2016.
- B. Vendor **must** provide experience (as required above) documentation with bid response submission. Documentation **must** include contact information of previous provided experience and be documented on business letterhead.
- C. Vendor **must** provide current licensure and/or certifications as being a provider of process service on a national and international basis. (i.e. Vendor **must** be certified in the area of jurisdiction that process server information is required.)
- D. Vendor **must** maintain a license according to civil procedures.

NOTE: A copy of the license **must** be provided, when requested by OCSE, for the term of the contract or any resultant contract that is considered.

- E. Vendor **must** have served a minimum of 2500 documents during the three (3) years of experience. A breakdown of the number of documents along with the clients representing the documents **must** be included with the bid submission. (i.e. State of Arkansas, 400 documents served, contact person: John Smith)

2.2 VENDOR REQUIREMENTS

A. Employees, Health and Safety

The vendor **shall** be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the contract services performed.

1. Health and Safety plans **must** meet all applicable regulations, rules, laws, and ordinances.

2. The vendor **shall** ensure that all of its employees and any sub-contractor's employees have received all training and monitoring required to properly and safely performing the contract services.
3. Training and monitoring to include, but is not limited to, all applicable sections of the State and Federal Occupational, Safety and Health Administration (OSHA) laws.
4. The vendor **shall** provide protection equipment such as; respiratory, eye, hand, ear and foot.
5. Protection equipment **shall** insure safety and compliance with health and safety laws and regulations.
6. The vendor **shall** assume all liability for any accidental or criminal occurrence associated with vendor's employees or any sub-contractor's employees.

B. Authorized Employees

The vendor, its employees or any subcontractors providing services under the contract **must** be authorized to serve process paperwork in the appropriate jurisdictions.

1. Proof of authorization to serve process paperwork **must** be provided as requested by OCSE.
2. Vendor **shall** be responsible for services made by a server not authorized to make such services. This includes responsibility to cure the defect that was created or provide sufficient monetary compensation to cover the cost of perfecting the service.

C. Training

1. Vendor **shall** provide OCSE with guidance and resources on International Child Support when requested, including:
 - a. Policy
 - b. Training
 - c. Contact information
 - d. International casework

D. Reporting

1. Vendor **shall** submit reports reflecting the following information:
 - a. Services provided
 - b. The date service was provided
 - c. The date the information was submitted to OCSE
 - d. The contact person at OCSE

E. Communication

1. Vendor **shall** provide excellent communication skills. Excellent communication for this IFB is identified as:
 - a. Clarity
 - b. Appropriate genre and a suitable vocabulary to produce concise and accurate communication in a professional environment.
 - c. Primary language will be English with Spanish as a secondary. Additional languages may be added as the need is presented to OCSE.

F. Insurance

1. Vendor **shall** provide a current Certificate of Insurance when requested by OSP or OCSE prior to award or at any time during the resultant contract from this IFB.

2. The vendor **shall** at all times, during the term of any resultant contract from this IFB, carry Worker's Compensation and General Liability Insurance coverage. A Certificate of Insurance will be required prior to Anticipation to Award and any renewals that may be included to verify the coverage.

G. Testimony of Expert Witness

Expert witness testimony may be required by OCSE per a court order. Expert witness testimony may include the following:

1. Documentation stating the receipt of information from OCSE.
2. Documentation stating the date and time of the delivery.
3. An authorized signature showing receipt of the delivery.
4. Proof of documentation being sent to OCSE after completion of process server service.

2.3 AGENCY RESPONSIBILITIES

The agency, OCSE, will be responsible for the following documentation to the vendor for both International and domestic process server service:

- A. Email transaction;
(1) PDF version of the documents combined in one (1) file.
- B. Ground transportation (i.e. FedEx, UPS, US Postal Service)
(1) Three (3) Copies of documentation to be served.
- C. For all transactions;
(1) A letter of instruction advising the name, service address, and requested method of service (formal or informal)
- D. Filing of Court Documents;
- E. Timeframe schedule **shall** be given to the vendor for each process paperwork served based on requirement of each assignment.

2.4 ADDITION OF NEW DELIVERY METHODS

- A. The State intends to obtain for the duration of this contract or any contract extensions thereof, process server services that reflect the industry's latest delivery technology. The State recognizes that there will be delivery technological modifications and improvements that may become available during the life of this contract that may be unavailable on the date of the contract award.
 - a) New process server services technologies are to be available to the OCSE at discounted contract pricing.
 - b) New delivery technology methods will receive the same pricing parameters as other items listed in this IFB.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identify required deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- 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.

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- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

Service Criteria	Acceptable Level	Damages for Insufficient Performance
1. Billing and Invoicing: Billing and Invoicing is to be accurate based on receipt of the documentation, the delivery date required and the completed documentation to OCSE.	97% per billing cycle (Monthly)	Consistent noted errors in billing/invoices in a four (4) week cycle may result in a below standard VPR being written. An additional discount of 0.05% per total of each invoice will be deducted to cover auditing of the invoice document. Continued errors may result in the contract being cancelled.
2. Required Paperwork: Vendor paperwork showing delivery as required by this IFB to complete the process server service that is missing or not presented with (72) hours of request from OCSE.	99% per documents received	Vendor required paperwork that is scheduled to be returned to OCSE as listed in the IFB that is inaccurate or unavailable may be noted and documented in a below standard VPR. Continued inaccuracies with vendor required paperwork, not meeting the requirements may result in cancellation of the contract. An additional discount of 0.10% will be deducted from the total invoice cost on the vendor documentation in question and will continue to be deducted until documentation is received by OCSE complete.

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OFFICIAL BID PRICE SHEET

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the **services** being bid.

The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.

Item Number	Description	Estimated Quantity/Each (Per Year)	Unit Price per each estimated quantity	Total Cost (based on estimated quantities)
1.	Continental United States	2000	\$	\$
2.	Alaska	10	\$	\$
3.	Hawaii	10	\$	\$
4.	All American Territories	10	\$	\$
5.	International/Worldwide	10	\$	\$
	TOTAL COST FOR ALL SERVICES		\$	\$

Non-service will be paid \$50.00 each

NOTE: Non-service is defined for this IFB: When the contractor is unable to successfully complete service within the deadline period.

Any bid for non-service under \$50.00 will not benefit the vendor and any bid with a non-service price greater than \$50.00 will be rejected.

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STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid 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. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

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- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.