



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0050	Solicitation Issued:	March 19, 2020
Description:	Process Server Services		
Agency:	Statewide		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	April 20, 2020	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Miranda Tucci	Buyer's Direct Phone Number:	501-371-6054
Email Address:	Miranda.tucci@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement (OSP), a division of the Department of Transformation and Shared Services, is issuing this Invitation for Bid (IFB) to obtain pricing and a contract for Process Server Services as specified herein to the Department of Human Services (DHS), the Office of Child Support Enforcement (OCSE), and other Authorized Entities statewide, as needed.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to multiple Contractors.
- B. The anticipated starting date for any resulting contract is June 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and OSP, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- D. "Attempt of Service" or "Service Attempt" means an effort to serve legal process using Due Diligence as required by this IFB, culminating in either Successful Service or Unsuccessful Service.
- E. "Authorized Entities" means any entity or entities authorized by the laws of the State of Arkansas to participate in a State Contract or as otherwise may be determined authorized by the State of Arkansas and includes State Agencies, public colleges and universities, and Political Subdivisions.

- F. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- G. "Business Day" means any day occurring Monday through Friday, excluding State Holidays.
- H. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- I. "Due Diligence" means every reasonable and legal effort is made to serve legal process documents to an individual.
- J. "Field Notes" means information the process server observes and gathers while attempting to serve legal process, subsequently summarizes into written form, and submits with Proof of Service.
- K. "Political Subdivision" means any agency, authority, board, branch, bureau, commission, council, department, institution, office, school district, or other entity and/or governmental body of any county, municipality, city or town falling under the umbrella of the State of Arkansas and authorized by the laws of the State of Arkansas to participate in a State Contract or as otherwise determined authorized by the State of Arkansas.
- L. "Primary Service Types" are Standard Service, Rush Service, Expedited Service, and Urgent Service.
- M. "Proof of Service" means an affidavit signed and notarized by the Contractor or Process Server regarding a Service Attempt, the associated Field Notes, and other evidence of the Service Attempt as required by an Authorized Entity. Proof of Service Requirements may vary across Authorized Entities and apply to both Successful and Unsuccessful Service.
- N. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- O. "Referral for Service Packet" means a single compilation of documents submitted to the Contractor by an Authorized Entity to acknowledge the Authorized Entity's authorization for the Contractor to serve legal process. Referral for Service Packets contain various legal documents to be served, Proof of Service documents to be completed, service type menu form, and other information, instructions, and forms as required by an Authorized Entity.
- P. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- Q. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- R. "Secondary Service Types" are Substitute Service, Standby Service, Multiple Address Service.
- S. "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 State agency using such a contract.
- T. "Successful Service" means a Service Attempt resulting in legal process documents being served as required in the Referral for Service Packet and subsequently evidenced in the Proof of Service returned to the Authorized Entity as specified herein.
- U. "Unsuccessful Service" means the inability to serve legal process documents as required in the Referral for Service packet and subsequently evidenced in the Proof of Service returned to the Authorized Entity as specified herein.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - c. One (1) completed *Region Selection Checklist* (See *Bid Response Packet*.)
 - i. For Regional coverage – In the appropriate box under the column titled *Selected Region(s)*, the Prospective Contractor **shall** indicate each Region in which the Prospective Contractor intends on providing process server services and for which the Prospective Contractor is submitting a bid response.
 - For Regional coverage, a qualified Prospective Contractor may select and provide a bid response for up to sixteen (16) of the seventeen (17) Regions. (See *Prospective Contractor Qualifications*).
 - ii. For Statewide Coverage – Should the Prospective Contractor intend on providing Statewide Coverage, Prospective Contractor **shall** mark the Statewide Coverage check box at the top of the *Region Selection Checklist*.
 - d. One (1) copy of the Order(s) of Appointment for each Process Server serving legal process under a resulting contract in the Region(s) indicated on the *Region Selection Checklist*.
 - e. One (1) completed copy of the *Process Server Information Form* (See *Bid Response Packet*).
2. The following items should be submitted in the original Bid Response Packet preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before March 30, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.

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. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on April 10, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP 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 bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP 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 OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **SUBCONTRACTORS**

- A. Prospective Contractors not currently equipped with the resources necessary to meet the Requirements of this IFB, for Regional or Statewide Coverage, are encouraged to partner with other entities and/or individuals such as through a subcontractor or joint venture relationship.
- B. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- C. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- D. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. The State of Arkansas **shall not** pay any costs the Prospective Contractor fails to include in the price submitted in the blue shaded pricing cells on the *Official Bid Price Sheet*, including, but not limited to the items outlined below. The Prospective Contractor **shall** include all costs associated with fulfilling the Requirements of this IFB.
1. Fees charged by third parties, including fees charged by subcontractors.
 2. Printing and mailing expenses.
 3. Costs to rent equipment or office space.
 4. Travel costs associated with providing the services specified in this IFB, including but not limited to meals, lodging, airfare, mileage, and fuel.
- C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- D. Do not submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

- E. **The Official Bid Price Sheet contains eighteen (18) tabs.** The first tab, labeled *Statewide Coverage*, includes pricing cells applicable to providing process server services for the entire State. The remaining seventeen (17) tabs, each named according to the corresponding region in which services are to be provided, contain pricing cells for the region indicated.
- F. Each tab included in the Official Bid Price Sheet contains the following Tables for the purposes described below.
 - 1. Table A: *Primary Service Types* – includes all the Primary Service types required by this IFB. Table A will be used to determine lowest cost.
 - a. In the blue shaded pricing cells in the column titled *Cost Per Successful Service*, the Prospective Contractor **shall** enter the cost to provide each Successful Service applicable the Primary Service Type listed for the estimated number of Successful Serves per year indicated.
 - b. In the blue shaded pricing cells in the column titled *Cost Per Unsuccessful Service*, the Prospective Contractor **shall** enter the cost to provide each Unsuccessful Service applicable the Primary Service Type listed for the estimated number of Unsuccessful Serves per year indicated.
 - c. The amounts entered into the blue shaded pricing cells for each Primary Service Type will automatically subtotal and populate into the *Extended Cost* column. The total amount for the entire Table A will automatically total and populate into the *Estimated Total for Table A* cell.
 - 2. Table B: *Secondary Service Types* – includes Substitute Service, Standby Service, and Multiple Address Service. Table B will be used to determine lowest cost.
 - a. In the blue shaded pricing cells in the column titled *Cost Per Add-On to the Primary Service Type*, the Prospective Contractor **shall** enter the cost to provide the Secondary Service Type listed for the estimated number of add-ons per year.
 - b. The amounts entered into the blue shaded pricing cells for each Secondary Service Type will automatically subtotal and populate into the *Extended Cost* column. The total amount for the Table B will automatically total and populate into the *Estimated Total for Table B* cell.
 - 3. Table C: *Other Service Types* – Includes Skip Trace/Attempt to Locate Service and service for Court Hearings/Testimony.
 - a. In the blue shaded pricing cells in the column titled *Cost Per Service*, the Prospective Contractor **shall** enter the per unit cost to provide the Service Type listed.
 - b. Table C will not be used to determine lowest cost.
- G. The totals from Tables A and B will total and auto-populate into the *Estimated Grand Total for the Initial Contract Term* cell on the Official Bid Price Sheet and be used to determine lowest cost.
- H. The Prospective Contractor **shall** enter a price in all blue shaded cells included in a tab, even if the price is zero.
- I. The Prospective Contractor **shall** complete all tabs applicable to the Region (including Statewide) in which they intend on providing services.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.

- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 **AWARD PROCESS**

A. Prospective Contractor Selection

- 1. Award will be made to up to three (3) lowest-bidding, responsible Prospective Contractors in each of the seventeen (17) Regions and to one (1) lowest bidding, responsible Prospective Contractor(s) for Statewide coverage.
- 2. The State anticipates awarding up to fifty-two (52) contracts as a result of this IFB which includes up to fifty-one (51) for Regional Coverage and one (1) for Statewide Coverage.

B. Negotiations

- 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
- 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- 1. Once the anticipated successful Contractor(s) has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
- 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
- 3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors 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.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.22 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.23 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.24 RESERVATION

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

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP), a division of the Department of Transformation and Shared Services (TSS), is issuing this Invitation For Bid (IFB) to obtain pricing and to contract with Prospective Contractors who will provide process server services as specified herein to the Department of Human Services (DHS), the Office of Child Support Enforcement (OCSE), and other Authorized Entities Statewide, as needed.

The State's main objectives are to contract with Contractors that have the ability, capacity, and expertise to provide quality process server services in accordance with State and Federal laws, best practices, and the State's protocol, and to supply Authorized Entities with an adequate number of quality process servers Statewide.

In accordance with ACA § 19-11-263, the Office of State Procurement has a right to issue multiple awards. As such, OSP anticipates awarding multiple contracts as a result of this solicitation to provide process server services as follows:

- One (1) Contractor to provide Statewide Coverage.
- Up to three (3) Contractors in each of the seventeen (17) Regions of the State to provide Regional coverage.
- Prospective Contractors may submit bid responses for Statewide Coverage or Regional Coverage. Prospective Contractors may submit bid responses for more than one (1) Region.
- Prospective Contractors may reference Attachment A: *Regions Map, Description, and Key* to this IFB for a breakdown of the Regions and the corresponding counties and judicial districts associated with each Region. Many of the Regions described in this IFB include multiple judicial districts.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

- A. Currently, the State utilizes approximately 102 authorized Process Servers statewide, excluding Madison County where only the Sheriff's Office may provide service.
- B. Office of Child Support Enforcement
 1. The OCSE is a division within the Arkansas Department of Finance and Administration's Revenue Division that works in partnership with the Federal Office of Child Support Enforcement and other State Agencies with the goals of ensuring that all children are supported financially by both parents and reducing the number of children receiving public assistance. The OCSE aids in the establishment and receipt of court-ordered financial and medical support and in collecting and dispersing child support payments to families.
 2. OCSE has twenty-six (26) offices throughout the State of Arkansas.
 3. Pursuant to A.C.A. § 9-14-204, the OCSE currently utilizes the services of Sheriff's Offices in the respective county where process is to be served. As provided for in ACA § 9-14-207, should the Sheriff's Office be unable to obtain service or elect not to provide service, the OCSE contacts a private process server service from the current statewide contract to meet its needs. This practice is not expected to change during the term(s) of any resultant contract.
 4. Based upon the most recent historical data available, the OCSE issues approximately 10,500 service requests to contracted Process Servers for in-state service annually.
- C. Department of Human Services
 1. DHS was created by Act 38 of 1971 and is Arkansas's largest State agency, providing services to more than 1.2 million Arkansans each year by administering programs such as, ARKids First health insurance

for children, Supplemental Nutrition Assistance Program for families in need, by protecting children and elderly Arkansans who have been abused, and by finding adoptive parents for foster children.

2. DHS has nine (9) divisions with seven (7) support offices in Little Rock and eighty-four (84) county offices.
3. Although current utilization for DHS was not available at the time of bid posting, DHS is the largest State agency and as such, it can easily be surmised that DHS utilizes private process servers at least as frequently as OCSE.

D. Additional State agencies who have historically utilized the current Statewide contracts are:

1. State Board of Collection Agencies
2. Arkansas Fair Housing Commission
3. Arkansas Ethics Commission
4. Arkansas Judicial Discipline and Disability Commission
5. Arkansas State Board of Dental Examiners
6. Capitol Zoning District Commission
7. Arkansas State Claims Commission
8. Arkansas Securities Department
9. Arkansas Department of Environmental Quality
10. Arkansas State Police
11. Arkansas Military Department
12. Arkansas Department of Emergency Management

E. Given the number of historical process server serves per year, OSP anticipates an estimated \$7,000,000.00 will pass through this contract if all available renewals are utilized.

F. The legal documents currently served by process servers include, but are not limited to:

1. Writs
2. Subpoenas
3. Complaints
4. Summonses
5. Garnishments
6. Orders of protection

G. Although the State of Arkansas has attempted to provide an accurate reflection of existing conditions, the State is providing estimates strictly as a courtesy to Prospective Contractors. The Prospective Contractor **shall not** interpret the existing conditions and estimates provided in this IFB or on the Official Bid Price Sheet to be a guarantee of actual contract volume or conditions existing during the term(s) of any contract(s) awarded as a result from this IFB.

2.3 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. The Prospective Contractor or a combination of the Prospective Contractor, Prospective Contractor's personnel, and/or subcontractors **shall** have a minimum of one (1) year of combined or individual experience in providing process server services, preferably within the State of Arkansas.
- B. Process servers serving legal process under a contract resulting from this IFB **shall** be qualified to serve legal process in accordance with the Arkansas Supreme Court Administrative Order No. 20 (See *Attachment B: Order 20. Private Civil Process Servers Appointment Qualifications*) and in accordance with all other subsequent qualifications and requirements that may be set forth by a judicial district in which legal process is to be performed.
- C. At the time of bid submission, the Contractor **shall** have a minimum of one (1) process server with current Orders of Appointment in each Region (or all Regions if providing a bid response for Statewide coverage) for which the Prospective Contractor is submitting a bid.
 - 1. Prospective Contractors should note that the Regions described in this IFB and depicted in Attachment A: *Regions Map, Description, and Key*, do not always correspond to a single judicial district. As such, some Regions may require Orders of Appointment in more than one (1) judicial district. Each Region contains at least one (1) but not more than three (3) complete judicial districts.
 - 2. As an example, Region 1 includes judicial districts 4, 19W, and 19E. Should a Prospective Contractor elect to provide process server services in Region 1, the Prospective Contractor **shall** have a minimum of one (1) process server having Orders of Appointment in all the judicial districts included in Region 1 (4, 19W, and 19E).
- D. The Prospective Contractor **shall** have technology currently available to receive Referral for Service Packets from the State electronically, which includes but is not limited to fax machines and computers with internet and email access.

2.4 **GENERAL REQUIREMENTS**

- A. The Contractor **shall** receive Referral for Service Packets from Authorized Entities electronically and in person at the Authorized Entity's location, as directed by the Authorized Entity.
- B. The Contractor **shall** provide process server services, within its awarded jurisdiction (Regional or Statewide), to all Authorized Entities as requested.
- C. The Contractor **shall** use Due Diligence when providing Service Attempts under a resulting contract.
- D. The Contractor **shall** adhere to applicable Federal and State laws and all orders, rules, and amendments governing process server services that may be set forth by Arkansas courts after contract award.
- E. The Contractor **shall** follow each Authorized Entity's individualized instructions, policies, and protocol regarding the services provided including but not limited to the forms and documents to be used when serving legal process and the documentation to be included in the Proof of Service.
- F. The Contractor **shall** maintain current Orders of Appointment for all process servers throughout the aggregate term of the contract.
 - 1. Should the Contractor fail to maintain current Orders of Appointment for any of the process servers providing services under a resulting contract, or fail to submit the Orders of Appointment to OSP as requested, OSP reserves the right to cancel the contract in accordance with the cancellation procedures set forth in this IFB. (See *Cancellation*).
- G. If for any reason an Authorized Entity is not satisfied with the services provided by a Process Server providing services under a resulting contract, then if requested by an Authorized Entity during the contract term(s), the Contractor **shall** replace the Process Server with a Process Server having equal or greater qualifications and applicable Orders of Appointment.

- H. Prior to serving legal process under a resultant contract, the Contractor **shall** execute a Confidentiality Agreement with an Authorized Entity as requested.
- I. When making a Service Attempt, each process server **shall** carry a certified copy of his or her Order of Appointment and a valid driver's license and **shall** present the Order of Appointment and identification at the time of the Service Attempt.
- J. The Contractor's process servers providing Service Attempts under a resulting contract **shall** maintain liability automobile insurance in accordance with Arkansas Law and **shall** provide proof of insurance to OSP as requested throughout the contract terms.
- K. The Contractor **shall** maintain a log of all Service Attempts for all Referral for Service Packets received from an Authorized Entity.
- L. The Contractor **shall** appear for court hearings and testimony applicable to the service provided as requested by an Authorized Entity.
- M. The State prefers the Contractor to have process servers available with Orders of Appointment in judicial districts surrounding the Region(s) in which they are awarded a contract. Should a Prospective Contractor be able to fulfill this preference at the time of bid submission, then on the Process Server Information Form included in the Bid Response Packet, the Prospective Contractor **shall** list all additional judicial districts in which the Contractor's process servers are qualified to serve legal process, even if the Prospective Contractor is not submitting a bid on the Region that includes the judicial district. Prospective Contractors **shall** list all additional judicial districts in which their process servers are qualified to serve legal process, if any.
- N. The Contractor **shall** contact the Authorized Entity immediately regarding a document that is lost, stolen, or otherwise becomes unavailable to be served.
- O. The Contractor **shall** perform Service Attempts safely and **shall** abide by all applicable sections State and Federal laws including but not limited to the Federal Occupational, Safety, and Health Administration (OSHA) laws.
- P. Additional Requirements Specific to Statewide Coverage
 - 1. For Statewide Coverage, the Contractor **shall** provide Process Server Services, when requested by an Authorized Entity, to all seventeen (17) Regions within the State of Arkansas.
 - 2. The Contractor **shall** provide a minimum of seventeen (17) process servers (one (1) or more in each Region of the State) with current Orders of Appointment in their respective Regions who are available to make Service Attempts within the time restraints allotted for each Service Type as requested by Authorized Entities (see *Service Types*).
 - 3. The Contractor **shall** provide Authorized Entities with efficient, effective, and timely service for the large volume of serves expected under a resulting contract. The Contractor **shall** provide the State with all additional process servers necessary to fulfill the Requirements of this IFB.
- O. Additional Requirements Specific to Regional Coverage
 - 1. For Regional Coverage, the Contractor **shall** provide Process Server Services to each awarded Region of the State.
 - 2. The Contractor **shall** provide a minimum of one (1) process server with current Orders of Appointment in each Region of the State where the Contractor has been awarded a contract who is available to serve legal process within the time restraints allotted for each Service Type, as requested by Authorized Entities (see *Service Types*).
 - a. For example, if the Contractor submits a bid response for Regions 1 through 3, the Contractor **shall** have a minimum of three (3) process servers: at least one (1) with Orders of Appointment

for all judicial districts in Region 1, at least one (1) with Orders of Appointment for all judicial districts in Region 2, and at least one (1) with Orders of Appointment for all judicial districts in Region 3.

3. The Contractor **shall** supply additional process servers as necessary to provide each awarded Region of the State with efficient, effective, and timely service for the large volume of serves expected under a resulting contract.

2.5 **REFERRAL FOR SERVICE PACKETS**

- A. During the contract terms, once an Authorized Entity determines Process Server Services are needed, the Authorized Entity will determine the Contractor having the lowest cost in the Region where the Service Attempts are to be made. The Authorized Entity will contact the Contractor with the lowest cost first. Should the Contractor having the lowest cost be unavailable make Service Attempts, the Authorized Entity will contact the Contractor with the next lowest cost in the Region where Service Attempts are to be made. This process will continue until a Contractor is selected or until no other options exist.
 1. If at any time during the term(s) of a resulting contract, a Contractor fails to fulfill any of the Requirements of this IFB, or provides poor or substandard performance, an Authorized Entity reserves the right to exclude such a Contractor from future consideration, even if the Contractor provides the lowest cost. The State reserves the right to cancel a contract with a Contractor whose performance does not fulfill the Requirements of this IFB.
- B. Once an Authorized Entity has selected the Contractor, the Authorized Entity will send the Contractor a Referral for Service Packet, typically via email but also may be via phone and fax.
 1. If requested by an Authorized Entity, the Contractor **shall** pick up the Referral for Service Packet at the Authorized Entity's location.
 2. The Contractor **shall** comply with the Authorized Entity's security protocol and procedures while on Authorized Entity's premises, such as being escorted by Authorized Entity's personnel or submitting a photo identification.
- C. The Contractor **shall** review the documents included in the Referral for Service Packet and confirm the Referral for Service Packet is correctly submitted.
 1. The Contractor **shall** request clarification and/or confirmation from the Authorized Entity as applicable regarding all questions and/or concerns the Contractor has prior to providing a Service Attempt. The Contractor **shall** specifically confirm the following regarding the Referral for Service Packet:
 - a. The address(s) included in the Referral for Service Packet is within the Contractor's awarded Region.
 - b. The Service Type Menu Form is complete and indicates a Primary Service Type and any Secondary Service type chosen includes relevant information such as the inclusion of additional addresses for the Multiple Address Service or the number of fifteen (15) minute intervals needed for Standby Service.
- D. A Referral for Service Packet may include but is not limited to the following documents:
 1. Service information form containing the information required to serve the legal process such as the name and address(s) of person or persons to be served.
 2. Legal process documents to be served such as subpoenas and complaints.
 3. Proof of Service documents such as affidavits which the Contractor **must** sign and notarize to receive payment. (See *Proof of Service*).
 4. Service Type Menu Form on which the Authorized Entity will indicate the Primary Service Type and any Secondary Service Type to be provided during the Service Attempt. (See *Service Types*).

- a. The Contractor **shall** complete the Service Attempt(s) within the timeframe required by this IFB for the Primary Service Type chosen and indicated and on the Service Type Menu Form included in the Referral for Service Packet. (See *Attachment C: Service Type Menu Form*).
- b. The Contractor should only provide services as indicated by the Authorized Entity on the Service Type Menu Form.
 - i. All Primary Service Types include providing Service Attempts to one (1) address only. For making attempts to more than one (1) address, the Authorized Entity should indicate the Multiple Address Service on the Service Type Menu Form and include the additional addresses.
 - ii. The Contractor should not accept any Referral for Service Packets from an Authorized Entity indicating service to more than one (1) address unless the Multiple Address Service is chosen by the Authorized Entity in the Referral for Service Packet.
- c. The Contractor **shall** invoice the Authorized Entity for the Primary Service Type and the Secondary Service Type, if applicable, as indicated by the Authorized Entity on the Service Type Menu Form and **shall not** charge the State any amount over the prices included under a resultant contract.

2.6 **SERVICE TYPES**

- A. Should more than one (1) Service Attempt be required to provide Successful Service for the Primary Service Type chosen by an Authorized Entity, the Contractor **shall** provide Service Attempts on dates and at times significantly different from one another.
- B. For Standard, Rush, and Expedited Primary Service Types, the Contractor **shall** initiate the first Service Attempt immediately upon receipt of the Referral for Service Packet, if requested by an Authorized Entity.
- C. The Contractor **shall** provide the following Primary Service Types as indicated by the Authorized Entity on the Service Type Menu Form included in the Referral for Service Packet.
 1. Standard Service
 - a. The Contractor **shall** make up to three (3) Service Attempts at a single address, to one (1) or more individuals within ten (10) calendar days of receipt of the Referral for Service Packet. The Contractor **shall** initiate the first Service Attempt within the first seventy-two (72) hours of receipt of the Referral for Service Packet, unless otherwise requested by the Authorized Entity.
 2. Rush Service
 - a. The Contractor **shall** provide up to three (3) Service Attempts at a single address, to one (1) or more individuals within five (5) calendar days of receipt of the Referral for Service Packet. The Contractor **shall** initiate the first Service Attempt within the first twenty-four (24) hours of receipt of the Referral for Service Packet, unless otherwise requested by the Authorized Entity.
 3. Expedited Service
 - a. The Contractor **shall** make up to three (3) Service Attempts at a single address, to one (1) or more individuals within eight (8) to twenty-four (24) hours of receipt of the Referral for Service Packet. The Contractor **shall** initiate the first Service Attempt within the first eight (8) hours of receiving the Referral for Service Packet, unless otherwise requested by an Authorized Entity.
 4. Urgent Service
 - a. The Contractor **shall** make up to three (3) Service Attempts, at a single address, to one (1) or more individuals within zero (0) to eight (8) hours of receipt of the Referral for Service Packet. The Contractor **shall** initiate the first Service Attempt immediately upon receipt of the Referral for Service Packet, unless otherwise requested by an Authorized Entity.

- D. The Contractor **shall** provide the following Secondary Service Types as add-on options to the Primary Service Types if indicated by the Authorized Entity on the Service Type Menu Form included in the Referral for Service Packet. Authorized Entities may choose more than one Secondary Service Type but **must** have chosen a Primary Service Type to utilize a Secondary Service Type option.
1. Substitute Service
 - a. When providing Substitute Service, the Contractor **shall**:
 - i. Leave the legal process documents with a person who is related to the originally intended recipient(s) of the legal process documents, who is of at least eighteen (18) years of age, and resides in the same dwelling, house, or usual place of abode as the person(s) who was the originally intended recipient(s).
 - ii. Attempt the Substitute Service as instructed by the Authorized Entity.
 - b. The Contractor should only provide Substitute Service when authorized by the Authorized Entity and indicated on the Service Type Menu Form included in the Referral for Service Packet.
 2. Standby Service
 - a. When providing Standby Service, immediately following each unsuccessful Service Attempt for the Primary Service Type chosen by the Authorized Entity, the Contractor **shall**:
 - i. Wait for the recipient of the documents in fifteen (15) minute increments, as instructed by the Authorized Entity in the Referral for Service Packet.
 - ii. Bill the Authorized Entity in fifteen (15) minute increments only.
 - iii. Consider each fifteen (15) minute increment of Standby Service requested by the Authorized Entity in a single Referral for Service Packet to be a single billable event. For example, if the Contractor ultimately provides fifteen (15) minutes of Standby Service after all three (3) Service Attempts applicable to a single Referral for Service Packet, the Contractor **shall not** bill an Authorized Entity for 45 minutes (15 minutes x 3) of Standby Service but **shall** only bill for fifteen (15) minutes.
 - b. The Contractor should only perform Standby Service if indicated by the Authorized Entity in the Referral for Service Packet.
 3. Multiple Address Service
 - a. All Primary Service Types apply to a single address only. However, there may be instances when an Authorized Entity needs a process server to provide a Service Attempt at more than one (1) address. The Contractor **shall** provide Multiple Address Service to Authorized Entities as a Secondary Service Type if indicated by the Authorized Entity on the Service Type Menu Form in the Referral for Service Packet.
 - b. The Contractor should only provide Service Attempts to more than one (1) address if the Authorized Entity has chosen a Primary Service Type, has indicated the Multiple Address Service as a Secondary Service Type on the Service Type Menu Form, and has included the additional addresses in the Referral for Service Packet.
 - c. When providing Service Attempts to multiple addresses, the Contractor **shall**:
 - i. Complete all Service Attempts for all addresses within the time constraints required by the Primary Service Type chosen by the Authorized Entity in the Referral for Service Packet. For example, if an Authorized Entity indicates Urgent Service for the Primary Service Type and also indicates Multiple Address Service for one (1) additional address, the Contractor **shall** provide

all three (3) Service Attempts (if three (3) Service Attempts are required to provide Successful Service) to both addresses within zero (0) to eight (8) hours of receiving the Referral for Service Packet.

- ii. Complete Service Attempts on each address in succession, beginning with the primary address, until either the Service Attempt results in a Successful Service, or until all Service Attempts have been completed for all addresses provided in the Referral for Service Packet.
 - iii. Only apply the Multiple Address Service fee to the actual number of addresses it takes the Contractor to provide a Successful Service. For example, if the Authorized Entity chooses the Multiple Address Service option and provides three (3) possible addresses in the Referral for Service Packet, and the Contractor is subsequently able to provide Successful Service at the second address provided, the Contractor **shall** only invoice the State the Multiple Address Service fee for two (2) addresses, not three.
- d. Whenever reasonably possible, the Authorized Entity should include all known addresses associated with the Multiple Address Service in a single Referral for Service Packet.
- i. Should any additional addresses become known to the Authorized Entity once the Authorized Entity has provided the Referral for Service Packet to the Contractor but prior to all Service Attempts being completed for that particular Referral for Service Packet, then as mutually agreed upon between the Authorized Entity and the Contractor, the Authorized Entity will either submit a new and complete Referral for Service Packet to the Contractor listing each newly acquired address, or will add each new address to the addresses already provided in the original Referral for Service Packet by submitting the additional addresses to the Contractor in writing and referencing the original Referral for Service Packet.
 - ii. Should the Contractor have already completed all Service Attempts for all addresses included in a Referral for Service Packet and already submitted Proof of Service to the Authorized Entity by the time the Authorized Entity is aware of a new address, the Authorized Entity should submit a new and complete Referral for Service Packet to the Contractor. Newly submitted Referral for Service Packets will be considered a new billable event.
- E. The State prefers Contractors provide Skip Trace / Attempt to Locate services. For the purposes of this IFB, Skip Trace / Attempt to Locate is a process used to locate someone who is missing or to determine updated addresses or places of employment on a person so as to be able to serve legal process documents successfully.
1. When providing Skip Trace / Attempt to Locate services, the Contractor **shall**:
 - a. Follow the Authorized Entity's instructions
 - b. Provide results to the Authorized Entity within two (2) Business Days of receiving the request for service or as otherwise mutually agreed upon between the Contractor and the Authorized Entity.

2.7 **PROOF OF SERVICE**

- A. The Contractor **shall** complete and return the Proof of Service to the Authorized Entity within ten (10) Business Days after all Service Attempts have been made or the Contractor has provided Successful Service, whichever occurs earlier, or as otherwise requested by an Authorized Entity.
- B. The Contractor **shall** submit affidavits, Field Notes, and all other evidence and documents required by an Authorized Entity with the Proof of Service. The Contractor **shall** follow the Authorized Entity's instructions regarding the Proof of Service including but not limited to instructions concerning any additional forms and documentation to be included.
- C. The Field Notes submitted in the Proof of Service **must** detail the number of Service Attempts made, the reason(s) why Successful Service was not possible and **must** include all other information as specified herein or as otherwise requested by the Authorized Entity.

- D. Failure to submit the Proof of Service within the stated timeframe, inclusive of all documentation required by an Authorized Entity and by law, will result in non-payment. Under no circumstances will an Authorized Entity pay for process server services without receiving Proof of Service from the Contractor as instructed.
- E. The Contractor may face criminal charges in accordance with State and Federal law if the Contractor is found to have submitted a fraudulent Proof of Service.
- F. The Contractor **shall** provide the Authorized Entity with Proof of Service for each Referral for Service Packet received from an Authorized Entity regardless of whether the Service Attempt resulted in Successful Service or Unsuccessful Service.
- G. For Unsuccessful Service, the Contractor **shall** include the original, unserved legal process documents in the Proof of Service provided to the Authorized Entity.

2.8 **FIELD NOTES**

- A. Field Notes **must** be legible and written in a manner as to be defensible in a court of law and in accordance with industry standards and Authorized Entities requirements.
- B. Field Notes **must** provide detailed descriptions and activities involved with each Service Attempt including but not limited to:
 - 1. A description and identity of the person served, if applicable
 - 2. Primary Service Type and any Secondary Service Types utilized
 - 3. A list and description of the cars at the address where the Service Attempt was performed, if applicable
 - 4. A listing of all Service Attempts made including the dates and times of the Service Attempts
 - 5. Reason(s) why a Successful Service was not possible, if applicable
 - 6. The procedures the Process Server utilized to verify the address (neighbor, checking utilities, etc.), if applicable.
 - 7. Information about observations made during the Service Attempt
 - 8. Photographs of each Service Attempt location
 - a. The photographs **must**:
 - i. Have a clearly imprinted date and time stamp
 - ii. Be clear and unblurred in all aspects
 - iii. Show the person served (if applicable) and the address where the Service Attempt was made in accordance with the Referral for Service Packet
 - iv. Show all vehicles (if any) at the address where the Service Attempt was made in accordance with the Referral for Service Packet
 - 9. Service Attempt logs and summary reports
 - 10. Other details as required by the Authorized Entity relative to the Service Attempt
- C. The Contractor **shall** return the Field Notes to the Authorized Entity in the Proof of Service packet.

2.9 SUCCESSFUL SERVICE RATE

- A. The Contractor **shall** maintain a monthly average Successful Service rate of sixty percent (60%) or higher throughout the contract term(s). Successful Service Rates apply individually to each Authorized Entity to which the Contractor provides services.
1. An Authorized Entity will determine the average Successful Service rate each month by using the following calculation:
- $A / B = C$
- A = Total number of Successful Serves as determined from the Proof of Service returned to the Authorized Entity for the month being evaluated
- B = Total number of Referral for Service Packets submitted to the Contractor by the Authorized Entity for the month being evaluated
- C = Average Successful Serve Rate
- B. In accordance with the cancellation procedures set forth in this IFB, the State reserves the right to cancel a contract that falls below the average monthly Successful Service rate of sixty (60%) percent more than three (3) times during in a contract term.

2.10 SERVICE RECALL AND WITHDRAWAL FROM SERVICE

- A. Service Recall
1. The Contractor **shall** immediately cease all Service Attempts on a Referral for Service Packet upon receipt of notification of a service recall from an Authorized Entity.
2. For all service recalls, the Contractor **shall** submit all documents received from an Authorized Entity in a Referral for Service Packet back to the Authorized Entity as requested.
3. An Authorized Entity may recall a Referral for Service packet any time prior to the completion of a Successful Service or any time prior to the completion of all required Service Attempts applicable to a Primary Service Type. Service recalls are expected to be unusual and infrequent occurrences.
4. The Contractor **shall not** invoice the Authorized Entity for a Referral for Service Packet recalled prior to the Contractor providing Successful Service or prior to the Contractor completing all required Service Attempts applicable to a Primary Service Type.
- B. Withdrawal from Service or Decline to Serve
1. The Contractor may withdraw from service or decline to provide service to an Authorized Entity but **shall not** do so more than three (3) times within a contract term. Whenever possible, the Contractor **shall** immediately notify the Authorized Entity when withdrawing or declining services but in all instances the notification **must not** take longer than one (1) calendar day.

2.11 REPORTS

- A. On or before the tenth (10th) Business Day of each month, beginning on the month following the initial award of a contract, the Contractor **shall** submit a monthly summary report via email to OSP's Contract Administrator. OSP's Contract Administrator's contact information will be provided upon contract award.
- B. The monthly summary report **must** be categorized by Authorized Entity and **must** include but is not limited to include the following information for the previous month's activity:
1. Contractor's Name
2. Total number of Referral for Service Packets received from each Authorized Entity

3. Number of Referral for Service Packets for each Authorized Entity that resulted in Successful Service.
 4. Number of Referral for Service Packets for each Authorized Entity that resulted in Unsuccessful Service.
 5. Type of Primary Service requested in each Referral for Service Packet received from an Authorized Entity.
 6. Type(s) of Secondary Service requested in each Referral for Service Packet received from an Authorized Entity
 7. Number of withdrawals from service requested by the Contractor
 8. Number of service recalls requested by an Authorized Entity
 9. Total amount invoiced to an Authorized Entity
 10. Each Authorized Entity's Successful Service Rate. (See *Successful Service Rate*).
- C. The Contractor **shall** submit monthly reports to Authorized Entities during the contract terms to include information outlined above and all additional information requested by an Authorized Entity.

2.12 **PRIVACY AND SECURITY**

- A. The Contractor and all process servers serving legal process under a resulting contract **shall** comply with all requirements of the Arkansas Personal Information Protection Act and all other State and Federal laws, regulations, rules, and policies regarding the security and privacy of Personally Identifiable Information (PII) or Protected Health Information (PHI). The Contractor and the Contractor's employees and subcontractors **shall not** disclose any PHI, PII, any confidential and sensitive information, or any other information obtained during the performance of its obligations under a resulting contract.
- B. The Contractor **shall** implement policies and procedures to aid in the discovery of any possible privacy and security violations and breaches.
- C. The Contractor **shall** treat all information obtained under any resulting contract as confidential and **shall not** use any information obtained except as is necessary for the proper discharge of its obligations under a resulting contract.
- D. The Contractor **shall** keep the State's files and records separate from all other files and records and **shall not** integrate or intermingle any information contained in the State's files and records with any of the Contractor's other files and records.
- E. The Contractor **shall not** use information the State provides or information or knowledge the Contractor obtains as a result of the services provided to locate individuals or enforce other services the Contractor provides to any of the Contractor's other clients.

2.13 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **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. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has 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 Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.

- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. 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.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Performance Standards

CRITERIA	STANDARD	DAMAGES
Current Orders of Appointment	Process Servers maintain current Orders of Appointment throughout the term of the contract, including each renewal term and provides copies of the Orders of Appointment to OSP as requested.	Failure to maintain current Orders of Appointment or to submit Orders of Appointment to OSP as requested will result in contract cancellation.
Service Attempts	Contractor provides Service Attempts on dates and at times significantly different from one another as determined from the Proof of Service.	<p>Full credit on the affected Authorized Entity's monthly invoice for the Primary Service Type fee and any Secondary Service Type fee(s) for each instance the Contractor fails to provide Service Attempts on dates and at times significantly different from one another <u>plus</u> a \$20 credit for each occurrence during the month.</p> <p>More than three (3) instances during a calendar month may result in contract cancellation.</p>
	Contractor provides Service Attempts within the timeframes required by the Primary Service Type chosen by the Authorized Entity as determined from the Proof of Service.	<p>\$50 credit to the affected Authorized Entity's monthly invoice for each instance during the month whereby the Contractor fails to provide Service Attempts within the timeframes required for a Primary Service Type.</p> <p>More than three (3) instances during a calendar month may result in contract cancellation.</p>

	Contractor uses Authorized Entity's documents and follows Authorized Entity's instruction, policy, and protocol when making Service Attempts.	\$50 credit to affected Authorized Entity's monthly invoice for each instance during the month whereby the Contractor fails to use Authorized Entity's documents and follow the Authorized Entity's instruction, policy, and protocol when making Service Attempts.
Proof of Service	Contractor submits Proof of Service to the Authorized Entity as specified in the IFB within ten (10) Business Days of completing all required Service Attempts or achieving Successful Service, whichever occurs earlier.	<p>\$50.00 credit to the affected Authorized Entity's monthly invoice for each instance during the month whereby the Contractor fails to submit Proof of Service to the Authorized Entity as specified in the IFB within ten (10) Business Days of completing all required Service Attempts or achieving Successful Service, whichever occurs earlier.</p> <p>More than three (3) instances during a calendar month may result in contract cancellation.</p>
Successful Service Rate	Contractor maintains a monthly Successful Service rate of sixty percent (60%) or higher for each Authorized Entity.	<p>\$100 credit on the affected Authorized Entity's monthly invoice for each month in which the Contractor's Successful Service rate falls below 60%.</p> <p>More than three (3) instances of a Successful Service rate falling below 60% during a contract term may result in contract cancellation.</p>

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices as instructed by Authorized Entities and indicated on the Purchase Order.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.
- H. The Contractor **shall** establish a separate invoicing account for services provided to each State Agency.
- I. The Contractor **shall** submit an itemized invoice within a timeframe instructed by Authorized Entities.
- J. The Contractor's invoice **must** contain all information as requested by an Authorized Entity.
- K. Final invoices must be submitted no later than thirty (30) calendar days after the final expiration of the contract. The State will have no obligation to pay any invoices submitted after the due date.

3.2 GENERAL INFORMATION

- A. The State will not:
 - 1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
 - 2. Contract with another party to indemnify and defend that party for any liability and damages.
 - 3. Pay damages, legal expenses or other costs and expenses of any other party.
 - 4. Continue a contract once any equipment has been repossessed.
 - 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 - 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. 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 Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.

- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 **CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

3.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments](#) to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 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 Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 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 Contractor.
- 10. **AMENDMENTS:** Contractor's bids 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 Contractor. 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 Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 Contractors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*, (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.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall 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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, 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.
25. **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.