



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-20-0119	Solicitation Issued:	June 26, 2020
Description:	Process Server Services – Statewide and Region 12 Only		
Agency:	Statewide		

SUBMISSION DEADLINE			
Bid Opening Date:	July 15, 2020	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 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.
Bid's Outer Packaging:	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. <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:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	Heather.bailey@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) to obtain pricing and a 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 Region 12 of the State to provide Regional coverage.
- Prospective Contractors may submit bid responses for Statewide Coverage **or** Region 12 Coverage.
- 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.

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://zoom.us/j/92799647388?pwd=Z29CU2RSWXRVGVFQGlSbSkNydm9uQT09>
Meeting ID: 927 9964 7388
Meeting Password: 489719
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before July 6, 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 answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on July 9, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. 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.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- C. "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.
- D. "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.
- E. "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.
- F. "Business Day" means any day occurring Monday through Friday, excluding State Holidays.
- G. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- H. "Due Diligence" means every reasonable and legal effort is made to serve legal process documents to an individual.
- I. "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.
- J. "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.
- K. "Primary Service Types" are Standard Service, Rush Service, Expedited Service, and Urgent Service.
- L. "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.

- M. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- N. "Referral for Service Packet" means a single compilation of documents submitted to the Contactor 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.
- O. "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.
- P. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- Q. "Secondary Service Types" are Substitute Service, Standby Service, Multiple Address Service.
- R. "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.
- S. "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.
- T. "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.

1.5 BACKGROUND AND CURRENT ENVIRONMENT

- A. The State has recently implemented a new Process Server contract. To supplement the existing contract, the State is issuing this IFB applicable to Statewide and Region 12 coverages only.
- 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. 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

- F. 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.

1.6 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. Region 12
1. At the time of bid submission, the Prospective Contractor **shall** have a minimum of one (1) process server having current Orders of Appointment for the judicial districts included Region 12.
- D. Statewide
1. At the time of bid submission, the Prospective Contractor **shall** have a minimum of one (1) process server having current Orders of Appointment in all judicial district included in each of the seventeen (17) Regions within the State of Arkansas.
- E. 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, Region 12 requires Orders of Appointment in more than one (1) judicial district, specifically 7, 18W, and 18E.
- 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.

1.7 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 (Region 12 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 current 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 Contractor **shall** contact the Authorized Entity immediately regarding a document that is lost, stolen, or otherwise becomes unavailable to be served.
- N. The Contractor **shall** perform Service Attempts safely and **shall** abide by all applicable sections of State and Federal laws including but not limited to the Federal Occupational, Safety, and Health Administration (OSHA) laws.
- O. 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 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 as necessary to fulfill the Requirements of this IFB.

O. Additional Requirements Specific to Region 12 Coverage

1. The Contractor **shall** provide a minimum of one (1) process server with current Orders of Appointment for all judicial districts in Region 12 who is available to serve legal process within the time restraints allotted for each Service Type, as requested by Authorized Entities (see *Service Types*).
2. The Contractor **shall** supply additional process servers as necessary to provide Region 12 with efficient, effective, and timely service for the large volume of serves expected under a resulting contract.

1.8 REFERRAL FOR SERVICE PACKETS

- A. During the contract terms, and applicable to Region 12 coverage, once an Authorized Entity determines Process Server Services are needed, the Authorized Entity will determine the Contractor having the lowest cost in the Region 12 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 to make Service Attempts, the Authorized Entity will contact the Contractor with the next lowest cost. 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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 two (2) tabs.** The first tab, labeled *Statewide Coverage*, includes pricing cells applicable to providing process server services for the entire State. The other tab, labeled *Region 12*, includes pricing cells applicable to providing process server services in Region 12.
- 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 of 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 to 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 to the Primary Service Type listed for the estimated number of Unsuccessful Serves per year indicated.
 - c. The amounts entered into to 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 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 should only complete the tab applicable to Region 12 or Statewide. **The Prospective Contractor should not complete both tabs. The only tab that should be**

completed is the tab in which they intend on providing services – either Region 12 or Statewide.

1.16 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.

1.17 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

1.18 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.	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 plus a \$20 credit for each occurrence during the month. More than three (3) instances during a calendar month may result in contract cancellation.
	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.	\$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.

		More than three (3) instances during a calendar month may result in contract cancellation.
	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 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY

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

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a multiple Contractors.
- B. The anticipated starting date for any resulting contract is August 1, 2020, except that the actual contract start date may be adjusted 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 agency, 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.

2.3 CONTRACTOR SELECTION

- A. Award will be made to up to three (3) of the lowest-bidding, responsible Prospective Contractors in Region 12 and to a single lowest bidding, responsible Prospective Contractor for Statewide coverage.

2.4 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. A signed Bid Signature Page included in the *Bid Response Packet*. The signature must be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - c. One (1) completed *Region Selection Checklist* indicating whether the bid submission is applicable to Region 12 or Statewide Coverage. (See *Bid Response Packet*.)
 - i. For Region 12 – Should the Prospective Contractor intend on providing services in Region 12, Prospective Contractor **shall** mark the appropriate box under the column titled *Selected Region(s)*.
 - 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.
- 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 Solicitation Price Sheet*.
 - b. EO 98-04 Disclosure Form.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. Proposed Subcontractors Form.
- 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on an exceptions page (See *Bid Response Packet*), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exceptions to any Requirements in the Specifications Section(s) of this IFB.

2.6 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Services Contract Template, Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Contract can be viewed on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- C. Retention and Inspection of Records
The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.