



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

ADDENDUM 4

TO: Vendors Addressed
FROM: Heather Bailey
DATE: 7/14/2020
SUBJECT: SP-20-0119 Process Server Services

The following change(s) to the above-referenced IFB have been made as designated below:

X	Change of specification(s)
X	Additional specification(s)
X	Change of bid opening time and date
	Cancellation of bid
	Other

BID OPENING DATE AND TIME

- The bid opening date and time have changed to Tuesday, July 21, 2020 at 2:00 p.m.

CHANGE OF SPECIFICATIONS

- **Delete IFB Section 2.6.B and replace with the following:**
 - A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the General Instructions and Information Section of this IFB by listing them on the Exceptions Form (See Bid Response Packet), 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.

ADDITIONAL SPECIFICATIONS

Add the following to IFB Section 2 – General Instructions and Information:

2.7 PRICE ESCALATION

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the pricing is still competitive in the marketplace. The Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

2.8 INVOICING AND PAYMENT AFTER DELIVERY

- A. Payment for Services is due within thirty (30) days of the date of the Contractor's delivery of Services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.
- B. Invoices must be sent to the address indicated on the Purchase Order.
- C. The Contractor should invoice the agency by an itemized list of charges. The Department's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

2.9 TERMINATION AND CANCELLATION CLAUSES

- A. **Non-Appropriation Clause Pursuant to § 19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds to make monies available for any biennial period covered by the term of the Contract for the services to be provided by the Contractor, the Contractor **shall** be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes. This provision **shall not** be construed to abridge any other right of termination the agency may have.
- B. **For Convenience.** The Department may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel the Contract 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 may 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. The parties may endeavor to agree to reasonable modifications to the Contract to accommodate the causes of the cancellation for cause and avoid cancellation, to the extent permitted by law, and at the discretion of each party individually.

2.10 NON-NEGOTIABLE GOVERNING LAW AND VENUE

- A. The Contract **shall** be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under the Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of the Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the Contract is renewed or extended. At such time, the parties agree that the Contract **shall** be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. Seq. of the Arkansas Code Annotated.

2.11 NON-NEGOTIABLE SOVEREIGN IMMUNITY

Nothing in the Contract **shall** be construed as a waiver of the State's sovereign immunity. Any claims the Contractor wishes to assert against the State in connection with the Contract **shall** be brought in the Arkansas State Claims Commission.

2.12 NON-NEGOTIABLE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04

Any Contract or amendment to a contract executed by an agency which exceeds \$10,000 **shall** require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor **shall** also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form **shall** be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, **shall** be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and **shall** subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

2.13 COMPLIANCE

The Contractor **shall** ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The Contractor acknowledges that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of §19-11-701 et. Seq.

2.14 INDEMNITY

The Contractor **shall** be fully liable for the actions of its agents, employees, partners, and assigns and **shall** fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury or damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

2.15 ASSIGNMENT/SUBCONTRACTING

Contractor **shall not** assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under the Contract, in whole or in part, without prior written approval of the Department.

2.16 AMENDMENTS

The terms of the Contract **shall not** be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties.

Any amendment which contains a material change or involves major changes in the objectives and scope of the Contract may require review by Legislative Council or Joint Budget Committee.

2.17 RECORDS

Financial and accounting records reasonably relevant to the State of Arkansas transactions under the Contract **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

2.18 NON-WAIVER

The failure by one party to require performance of any provision **shall not** affect that party's right to require performance at any time thereafter, nor **shall** a waiver or any breach or default of the Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

2.19 SEVERABILITY

If any provision of the contract is held unenforceable, all remaining provisions of the Contract **shall** remain in full force and effect.

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your bid response.

If you have any questions, please contact Heather Bailey at heather.bailey@dfa.arkansas.gov or (501) 324-9320.

Company: _____

Signature: _____

Date: _____