STATE OF ARKANSAS

Term Contract

Vendor No. 100177298
Contact JAMIE HEFLIN
Your reference SP-13-0086

HEFLIN INC
PRIORITY CIVIL PROCESS
PO Box 1426
SEARCY AR 72145

Contract No. 4600028842
Date 03/15/2013

Contact Timothy F Hicks
Telephone 501-682-4112
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:
See Service Request

Ship To:
STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 03/14/2017
Valid to: 03/14/2018

QUALIFIED VENDOR LIST
OPEN ENDED SOLICITATION # SP-13-0086
REFERENCE# 4600028842
VENDOR# 100177298
COMMODITY: Process Server Services
Extension 3 of 6

Priority Civil Process Services
Phone# 501-279-0007
Fax# 501-279-0008
E-mail jheflin.bbf@gmail.com

This document establishes a means for the payment of contracting with the State of Arkansas for one (1) year beginning March 15, 2013, with the option to renew by mutual agreement with the vendor, annually for an additional six (6) one (1) year periods or a portion thereof.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10104463 SERVICE,PROCESS SERVER Counties: Clay, Cleburne, Craighead, Crittenden, Cross, Faulkner, Fulton, Garland, Grant, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lee, Lonoke, Mississippi, Monroe, Perry, Phillips, Poinsett, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, St. Francis, Stone, Van Buren, White, Woodruff	200	each	50.00	$ 10,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Edward R. Armstrong

Purchasing Official/Fiscal Officer

03/13/2014

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0002	10123931 PROCESS SERVER,NON SERVICE Non Service	100	each	35.00	$ 3,500.00
		Estimated Net Value			**13,500.00**

VENDOR REQUIREMENTS
Health and safety plans must meet all applicable regulations, rules, laws, and ordinances. The contractor shall ensure that all services are performed properly and safely. Such safety and health practices are to include, but are not limited to, all applicable sections of the State and Federal Occupational, Safety and Health Administration (OSHA) laws.

Further, the contractor is to provide all such respiratory, eye, hand, ear and foot protection to insure safety and compliance with health and safety laws and regulations.

The contractor must agree to indemnify, hold harmless and defend the State of Arkansas from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses thereto (including costs of defense, settlement and reasonable attorney's fees). The previous sentence would apply for any action which the contractor may thereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects in the environment or any violation of government laws, regulations or orders, caused in whole or in part, by contractor's breach of any term or provision, or agreement; or any negligent or willful act or omission of contractor, its employees or subcontractor in performance after agreement is made.

The contractor will assume all liability for any accidental or criminal occurrence

SCOPE OF WORK
Service of process must be accomplished within ten (10) calendar days of the date of request for service and proof of action must be returned to and received by the office requesting service no later than thirteen (13) calendar days from the date of the request, whether or not service was achieved against the person to be served and must be accompanied by an affidavit and/or any other form attesting to the service or non-service, as required by Rule 4(g) of the Arkansas Rules of Civil Procedures, and must comply with any specific requirements communicated to the contractor at the time of the request for service.

If service is not accomplished, the return must specifically note the reason for non-service with a photograph of the location(s) where service was attempted, including time and date stamp in image, of all attempts to achieve service. If the service of process is accomplished later than ten (10) calendar days of the date of request for service, payment for such service may be denied unless the requesting office consents to an extension of time in which to perform service.

The contractor shall be intimately familiar with, agrees to and acknowledges all State statutes and court rules and orders regarding service of process generally and the use of private civil process servers in particular. The

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contractor further agrees and understands that the sheriff of the county wherein an action may be filed may be the first choice as server of process, whether required by statute, see e.g. Title 9, Chapter 14, Subchapter 2 of the Arkansas Code, or court rule or order or not. The contractor agrees and acknowledges that such use of the sheriff of the county wherein an action may be filed as a server of process shall not in any way be deemed a breach of any resulting contract between the State of Arkansas and the contractor.

MINIMUM QULAIFICATIONS
The contractor providing services under the contract must be qualified to be an authorized process server in accordance with Rule 4(c)(2) Arkansas Rules of Civil Procedure and Arkansas Supreme Court Administrative Order #20.

REIMBURSEMENT
Reimbursement of process server services for any state agency shall be a rate of $50.00 per case.

Reimbursement of non-est. services for any state agency shall be a rate of $35.00 per case.

UNSUCCESSFUL SERVICE
If service is not accomplished, the return must specifically note the reason for non-service with a photograph of the location(s) where service was attempted, including time and date stamp in image, of all attempts to achieve service and must be submitted with any invoice that has non-est. charges.

MONITORING OF SERVICE AND PERFORMANCE RATES
The agencies will monitor the performance of the contractor by analysis of the achieved percentage rate of successful service based upon invoices submitted for payment. If that rate falls below 75%, the agency may review the performance of the contractor and the reasons for the deficiency and if necessary, reserves the right to remove the vendor's name from the qualified vendor's list until such time as the vendor has proven to the OSP that action has been taken by the vendor that will improve the vendor's performance.