



**UNIVERSITY OF OKLAHOMA
Purchasing Department
2750 Venture Drive
Norman, Oklahoma 73069**

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**BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
REQUEST FOR QUOTE
Q-3111-11**

Issue Date: 09/08/2010

Closing Date and Time: 09/29/2010 @ 2:00 PM CST

PROCESS SERVER SERVICES

The University of Oklahoma invites interested individuals and companies to submit Quotes to furnish the University with Process Server Services per the requirements and specifications listed in this Request for Quote.

Instructions to Respondents:

A response to this Quote shall be sealed and labeled on the outside of the envelope as follows:

Quote Number: **Q-3111-11**

Closing: **September 29, 2010; 2:00 PM CST**

Responses must include all pages of this quote and include **two (2) copies** and return by the closing date and time indicated above to the following address:

**University of Oklahoma
Purchasing Department
2750 Venture Drive
Norman, OK 73069**

All questions pertaining to this Request for Quote must be submitted **IN WRITING ONLY** to the email address or fax number appearing at the top of this document.

Submitted by: (Please type or print)

Name of Firm: _____

Name and title: _____

Federal Employer Identification Number: _____

Address: _____

City/State: _____

Phone: _____ Fax: _____

Email: _____

1.0 SPECIFICATIONS

- 1.1 The University of Oklahoma ("OU") seeks experienced and qualified process servers to effectuate proper service on defendants named in an estimated six-hundred (600) lawsuits OU files each year. The actions are brought in Cleveland, Oklahoma, Rogers and Tulsa counties.
- 1.2 Bidders must quote each county separately.
- 1.3 Bidders are required to supply OU with proof of licensure and bond in the applicable county as specified in 12 O.S. § 158.1. Bidders will be responsible for renewing and maintaining licensure and paying associated fees.
- 1.4 The Process Server assumes responsibility for serving the defendant pursuant to 12 O.S. § 52. In addition to executing the summons, the Process Server will file the appropriate court an affidavit of service or non-service **no later than three (3) business days prior to the court date**. Successful bidders are required to use the service forms provided or approved by OU. Examples are provided with this Request for Quote.
- 1.5 Successful bidders must make and document no less than two (2) service attempts in each case referred. However, the bidders may elect not to attempt service if the defendant's address is more than 120 miles from the applicable county courthouse. In those cases, the Process Server must notify OU within two (2) days of receiving the documents to be served that no attempt will be made.
- 1.6 Subcontractors may be utilized if approved in writing by OU prior to service. All subcontractors are subject to the licensing and bond requirements indicated above. The bidder may not charge OU for any subcontracting services.
- 1.7 Payment shall be made upon invoice submission to OU by the Process Server. If no affidavit of service or non-service is timely filed with the court at least three (3) business days prior to the court date, the Process Server will not be compensated.
- 1.8 The University will make award based on the quote(s) that is considered to be in the best interest of the University, as determined by the University.

2.0 PRICING

- 2.1 **All pricing shall be exclusive of taxes. The University of Oklahoma is exempt from taxes.**
- 2.2 **Invoicing and Payment:** Invoices will be paid in arrears after services have been provided. Interest on any late payments is governed by Oklahoma law.
- 2.3 Rates will be based on proximity of the service address to the applicable county courthouse. Bidders must submit a separate quote for each county. Please indicate below the county and price for each mileage section, for each service.

COUNTY: _____

0-60 miles	\$ _____	each
61-120 miles	\$ _____	each
Over 120 miles	\$ _____	each
On campus	\$ _____	each

2.4 Please indicate pricing for UDS Search and/or Skip Tracing

UDS Search \$_____ each

Skip Tracing \$_____ each

Do you or your company carry Commercial General Liability Insurance?

(Please check) YES _____ NO _____

If yes, please provide a copy of your Commercial General Liability Insurance certificate with your bid submission.

Terms and Conditions Required by Oklahoma Law:

The following terms and conditions represent those that the University has no legal authority to disregard or negotiate. By Oklahoma statute, case law, and/or constitution, the University is bound to observe them and is prohibited from agreeing to any conflicting or modifying language. By delivering the goods, services, warranty coverage, or maintenance coverage referenced in the accompanying order, you agree to these terms and conditions.

With respect to any product, service, or associated warranty or maintenance agreement, if there is a conflict with any of the following terms and conditions, the following terms and conditions shall govern. Any element of any associated agreement forwarded by you, which conflicts with Oklahoma statute, case law, or constitution shall not apply.

The University shall not be bound by the terms and conditions of any separate or related agreement without its having first reviewed it. The University shall not be limited in time with respect to any legal matter related to this transaction. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

The University agrees to honor your proprietary or confidentiality requirements to the extent allowed by Oklahoma statute. Any liability on your part with regard to any matter or dispute related to this order or associated warranty or maintenance agreement shall be determined and measured according to Oklahoma statute, case law, or constitution. By law, the University is prohibited from indemnifying another entity. Any liability the University may have in connection with this or any related transaction is governed by Oklahoma law.

No deposits or cancellation fees shall apply, and the University accepts no financial liability with respect to any other entity or individual who may be involved in the accompanying transaction. As an agency of the State of Oklahoma, the University may not obligate funds beyond the end of the current fiscal year, and therefore reserves the right to timely cancel any agreement and fix any financial obligation consistent with such limitation. The University shall not pay or reimburse you for any taxes you may be required to pay with respect to this or any related transaction. The University, as an agency of the State of Oklahoma, is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage. The University may agree to your 30-day payment terms except that determination of default and late payment penalties shall be determined and measured according to Oklahoma statute.

Laws and Regulations. Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. Supplier further agrees to affirm and certify in writing to the University that:

Sexual or Violent Offenders Prohibited. No Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry or the Mary Rippey Violent Crimes Offender Act.

Family Educational Rights and Privacy Act (FERPA) - Data Security Addendum.

Protection of Confidential Data:

To the extent applicable to this Request For Quote and any subsequent Agreement, Supplier agrees to abide by the limitations on re-disclosure of personally identifiable information from the University's education records as set forth in The Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University, the educational institution, may use the information, but only for the purposes for which the disclosure was made. Supplier agrees to the terms of the Data Security Addendum attached hereto and incorporated herein.

Definition: Covered data and information (CDI):

Includes paper and electronic student education record information supplied by University, as well as any data provided by University's students to the Supplier.

Acknowledgment of Access to CDI:

Supplier acknowledges that the Agreement allows the Supplier access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI:

Supplier agrees to hold CDI in strict confidence. Supplier shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Supplier agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Return or Destruction of CDI:

Upon termination, cancellation, expiration or other conclusion of the Agreement, Supplier shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If the Supplier destroys the information, the Supplier shall provide University with a certificate confirming the date of destruction of the data.

Remedies:

If University reasonably determines in good faith that Supplier has materially breached any of its obligations under this contract, University, in its sole discretion, shall have the right to require Supplier to submit to a plan of monitoring and reporting; provide Supplier with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Supplier describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Supplier improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Supplier access to its education records for at least five years.

Maintenance of the Security of Electronic Information:

Supplier shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Supplier.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:

Supplier shall, within one day of discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University. Supplier's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Supplier has taken or shall take to prevent future similar unauthorized use or disclosure. Supplier shall provide such other information, including a written report, as reasonably requested by University.

Indemnity:

Supplier shall defend and hold University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Supplier's failure to meet any of its obligations under this agreement.

The successful contractor shall carry on his or her work in accordance with the requirements of the laws of the State of Oklahoma (if applicable). He or she shall also protect himself or herself by liability insurance against any and all claims for damages to persons or property which may arise out of operations under the contract.