

PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND
ASAP PROCESS SERVICES, LLC

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, (the AGENCY), an agency of the State of Florida with headquarters located at the Capitol, PL01, Tallahassee, Florida 32301-1050, and ASAP Process Services, LLC (the CONTRACTOR) located at 1015 Manatee Avenue West, Bradenton, Florida 34205. Phone 941-807-4830. This AGREEMENT shall bind the parties upon its execution by their representatives.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

(a) The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the duties outlined in OAG ITB 11/12-1, which is incorporated by reference as Attachment A; Addendum 1 is incorporated by reference as Attachment B; Price Sheet is incorporated by reference as Attachment C; and the CONTRACTOR's response, which is incorporated by reference as Attachment D; Questions and Answers are incorporated by reference as Attachment E; and as further set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees, under the direct supervision of the AGENCY to provide Service of Process services under the conditions set forth in this AGREEMENT to as provided in Attachments A through E.

(a) The CONTRACTOR shall provide on an as-needed basis all services necessary to effectuate service of process, subpoenas and other papers in accordance with applicable law for the Office of the Attorney General (the AGENCY) in the 12th Judicial Circuit, as set forth in Attachment C.

(b) Routine Service of Process is documented service which must be issued and served within fourteen (14) calendar days of telephonic notification by the AGENCY that the documents are ready for service. The CONTRACTOR shall in all cases attempt service within three (3) calendar days from receipt of such service documents.

(c) Priority service of Process is document service which must be issued and served within three (3) calendar days (excluding Sundays and State legal holidays) of telephonic notification by the OAG that the documents are ready for service.

(d) The CONTRACTOR will provide an on-line service to the AGENCY, and provide training on the use of this service as needed to all AGENCY users, in accordance with Section 2.5 of Attachment A.

(e) All services shall be performed by the CONTRACTOR to the satisfaction of the AGENCY who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this AGREEMENT.

ARTICLE 3. TIME OF PERFORMANCE

The term of the contract shall begin upon execution of the contract by both parties and shall terminate on September 1, 2014. The AGENCY has the option to renew the current contract for two one (1) year extensions, by executing a letter of renewal, issued by the AGENCY, at least thirty (30) days prior to the expiration of the current contract period.

ARTICLE 4. COMPENSATION

(1) Payment for services shall be provided as agreed upon in Attachment(s) A and D and as provided below:

| | |
|--|--------------|
| Routine Service of Process (within 14 calendar days) | \$15.00 each |
| Priority Service of Process (within 3 calendar days, excluding Sundays and State legal holidays) | \$20.00 each |
| Handling Fee | \$3.00 each |

(2) The AGENCY is exempted from payment of Florida state sales and use tax and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY's Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible

and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(3) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(4) Payment for services shall be issued in accordance with the provisions of §215.422, Florida Statutes (2010).

(5) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 410-9724, or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

(6) In accordance with the provision of §287.0582, Florida Statutes (2010), the AGENCY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

ARTICLE 5. DOCUMENTATION

(1) Invoices for all fees or other compensation for services or expenses must be in accordance with §287.058(1)(a), Florida Statutes. Invoiced costs must be accompanied by copies of actual receipts. All invoices shall be submitted to the AGENCY contact administrator.

(2) The CONTRACTOR shall maintain a file(s), available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The file(s) shall be maintained for a period of two years from the termination date of this AGREEMENT, unless otherwise notified in writing by the AGENCY.

ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for unilateral cancellation of this AGREEMENT.

ARTICLE 7. E-PROCUREMENT

Prior to execution of this AGREEMENT, the CONTRACTOR shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that

exigent circumstances exist that would prevent such registration from taking place prior to execution of the AGREEMENT, then the CONTRACTOR shall so register within twenty-one (21) days from the date of execution. The online registration can be completed at <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

If the CONTRACTOR needs assistance in registering, the CONTRACTOR may call 1-866-352-3776, fax @ 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the CONTRACTOR to timely register may result in cancellation of this AGREEMENT.

ARTICLE 8. E-VERIFY

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment of all persons employed during the contract term by the CONTRACTOR to perform employment duties within Florida.

ARTICLE 9. TERMINATION OF AGREEMENT

(1) The AGENCY may unilaterally terminate the AGREEMENT for its convenience and without any cause by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed through the effective date of termination subject to any damages sustained by the AGENCY.

(2) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 10. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 12. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 13. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 14. ADMINISTRATION OF AGREEMENT

- (1) The AGENCY contract administrator is Karen Shepherd.
- (2) The CONTRACTOR contract administrator is Mary Sanger.
- (3) All written and oral approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
- (4) All notices must be given to the parties' contract administrator.
- (5) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 15. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 16. SPECIAL CONDITIONS

(1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR'S service to the AGENCY may be generally stated and described in the CONTRACTOR'S professional resume. The CONTRACTOR may not give the impression in any event or manner, that the AGENCY recommends or endorses the CONTRACTOR.

(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

ARTICLE 17. CONTROLLING LAW AND VENUE

The AGREEMENT shall be governed by the laws of the state of Florida. Any and all litigation arising under this AGREEMENT shall be instituted in the appropriate court in Leon County, Florida.

IN WITNESS WHEREOF, the Office of the Attorney General and ASAP Process Services, LLC have executed this AGREEMENT.

Mary Sanger
ASAP Process Services, LLC
Mary Sanger, President/Owner

John L. Hamilton
John L. Hamilton
Director of Administration

9/9/11
Date

9-8-11
Date

[REDACTED]
FID Number

GR; LARTF; LSTF
Source of Funding

K02593

(If the contractor does not have an FEID number, a Social Security Number is required in order to establish a vendor file in which to facilitate payment for services rendered).