

Racine County Purchasing

Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403-1238
Phone (262) 636-3700
Fax (262) 636-3763

Duane McKinney
Purchasing Coordinator



April 12, 2017

To All Prospective Bidders:

You are invited to submit a bid to provide Process Server Services for various departments within Racine County. Sealed bids are due on or before 2:00 p.m. local time on Wednesday, May 3, 2017 at the above address. Late bids will not be accepted.

Responses must be in a sealed envelope/container and show the firm's name, address, and solicitation number/name on the cover as instructed. Your response must be manually signed and dated and include all requested information.

Any questions regarding this Invitation for Bid must be submitted in writing and directed to:

Duane McKinney, Purchasing Coordinator
Racine County
Facsimile: 262-636-3763
Duane.McKinney@RacineCounty.com

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by the Racine County Purchasing Division.

Sincerely,

Duane McKinney
Racine County Purchasing Coordinator

Encl: Bid Package

INVITATION FOR BID
PRIVATE PROCESS SERVICE
Bid #17-PUR-001

A. PURPOSE

Racine County is in the process of selecting a Private Process Server who will work with the offices of the District Attorney, Corporation Counsel, Child Support, Victim Witness and Clerk of Courts, as well as other Racine County agencies and people entitled to County paid process servicing because of their indigent status. Service is broken down into two categories: Criminal Cases including Temporary Restraining Orders (TROs) and Child Support Enforcement Issues. Prospective agencies may bid on both categories of service or opt to bid on just one. Racine County expects a minimum successful serve rate of **70%**.

B. BACKGROUND

Types of Criminal papers to be served:

- a) Subpoenas
- b) Temporary Restraining Orders
- c) Summons & Complaints
- d) Petitions, Writs & Motions
- e) Orders to show cause

Types of Child Support papers to be served:

- a) Orders to Appear
- b) Orders to Show Cause
- c) Summons & Petitions

The service area will be within the boundaries of Racine County, Wisconsin, with the option for possible services within neighboring counties.

C. INSTRUCTION TO BIDDERS

1. **BIDDER'S QUESTIONS**

Vendors are reminded to carefully examine the Invitation For Bid (IFB) and Scope of Work upon receipt. If the Vendor does not fully understand the IFB or is in doubt as to the County's ideas or intentions concerning any portion of the services required, questions shall be submitted in writing to Duane McKinney, Purchasing Coordinator, at least seven (7) working days prior to bid opening either e-mail for interpretation or correction of any printed material.

E-mail: Duane.McKinney@RacineCounty.com

Answers to all questions will be issued as an addendum and posted on Racine County's Website by Thursday, April 20, 2017 by 4:00pm. See Section C.3. Addenda for details.

2. INCURRED COSTS

Racine County will not be liable for any costs incurred by the vendors in the preparation of their bids in response to this IFB.

3. ADDENDA

Any changes made as a result of a written request will be issued via addenda and if necessary, an extension will be made to the IFB opening date. All addenda must be signed and returned with your bid as specified. Vendors who do not return the addenda may have their bids rejected.

If a vendor receives a bid packet from any source or entity other than the Racine County Purchasing, the bidder is responsible for contacting Racine County Purchasing and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the vendor.

4. METHOD OF BID

Bidders shall submit their responses to the IFB as instructed in Section G. CONTENTS OF BID RESPONSE. Failure to meet any requirements listed in Section G may be cause for disqualification of the bid.

Each copy of the IFB shall include the Certification of Vendor page signed by a legally authorized representative plus acknowledgement of addenda **if any**.

5. ONE ORIGINAL & THREE COPIES ARE REQUIRED

The vendor shall submit one (1) original and three (3) copies of their bid in response to this IFB.

6. ADDRESSING OF BIDS

Bids shall be submitted in a sealed envelope. The sealed envelope shall be marked with bidder's return address and addressed as follows:

Purchasing Coordinator
Racine County Courthouse, 4th Floor
730 Wisconsin Avenue
Racine, WI 53403

And in lower left-hand corner note:

"PROCESS SERVICE, DUE: May 3, 2017 2:00pm."

7. DUE DATE

IFB's are to be received by 2:00 p.m. local time on Wednesday, May 3, 2017 in the office of the Racine County Purchasing Coordinator. The bids will then be publicly opened and read aloud. Sealed bids received after 2:00 pm central time as dictated by www.time.gov will be considered late, not accepted and returned unopened.

8. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by Racine County after time specified for bid opening will not be considered. Any late bids shall be returned to the submitting vendor unopened.

9. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date.

10. COMPLETENESS

All information required by the IFB must be supplied to constitute a complete, regular bid. Failure to submit all documents as listed in Section G CONTENTS OF BID RESPONSE may be cause for disqualification of the bid.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened.

Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

12. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

13. PROPRIETARY INFORMATION

All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

D. TERMS AND CONDITIONS

These terms and conditions shall be incorporated into and made a part of any subsequent agreement between Racine County (hereinafter the "County") and the successful vendor (hereinafter the "Vendor"). References to both the County and the Vendor are hereinafter "the parties."

Any subsequent agreement between Racine County and the successful Vendor shall be governed by the laws of Wisconsin. The court of competent jurisdiction for this agreement shall be the Racine County, Wisconsin, Circuit Court.

1. PERFORMANCE

Vendor shall perform all services under any contract in the highest professional manner pursuant to the standards within the industry.

2. CONTRACT

The successful Vendor shall execute a contract with Racine County incorporating the terms of this IFB and all or part of the Vendor's bid.

The parties agree that Racine County is not precluded from using any other process server or service technique after process has been returned from awarded Process Server to County as unserved.

3. DURATION OF CONTRACT

This contract will be for the period June 1, 2017 through May 31, 2018. The contract may be renewed at the option of Racine County for three (3) additional one (1) year terms based upon percentages of increase indicated in this bid.

4. TERMINATION OF CONTRACT

The County shall have the right to terminate this contract by specifying the date of termination in a written notice to the Process Server at least five calendar days before the termination date.

The contract may be terminated at the County's option under any of the following conditions:

- a) Failure to keep all information confidential.
 - b) Failure to make a diligent effort to locate and serve papers on all defendants/respondents/witnesses. Racine County expects a minimum successful serve rate of 70%.
 - c) Falsification of affidavits concerning service.
 - d) Failure on a consistent basis to timely serve process, provided that the date of the hearing is more than five (5) days from the date that the process is picked up by the process server.
 - e) Failure on a consistent basis to return affidavits in a timely manner.
 - f) Failure on a consistent basis to return proof of service or non-service to the appropriate agency.
 - g) Failure on a consistent basis to properly fill out and complete affidavits.
5. STATUTORY COMPLIANCE
The Vendor shall comply with all federal, state, local laws and regulations and requirements.
6. INDEPENDENT CONTRACTOR
The Vendor shall be considered an independent contractor and not an employee of the County. The County agrees that the Vendor shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of Vendor's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or the Vendor. The Vendor's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against the Vendor because of this contract or the performance or nonperformance of services provided hereunder.
7. ASSIGNMENT
Vendor shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.

8. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Vendor or any of the Vendor's agents or employees in the performance of services under this contract.

9. INSURANCE

Vendor will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County within thirty (30) days of notice of award. Certificate shall name Racine County as additional insured parties for each specified type of insurance.

Certificate shall be addressed to:

Duane McKinney, Purchasing Coordinator
Racine County Courthouse
730 Wisconsin Ave
Racine, WI 53403

Changes In Insurance Coverage: The certificate of insurance shall contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. The Vendor shall notify Racine County of changes in insurance coverage in writing within the ten (10) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of Racine County.

10. BILLING / PAYMENT

Racine County requires separate billings for each department. Vendor shall submit separate detailed monthly invoices to each agency/department for services rendered. Billing details will be addressed upon award.

Vendor shall be paid for either one completed service or one unsuccessful service (if applicable) for any one (1) piece of process. Process Server will not be paid multiple service charges for repeated attempts with the same piece of process. Payments will be made by Racine County within thirty (30) days of invoice receipt.

11. DISCOUNTS

Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt of final acceptance of goods, whichever is later.

Vendors who wish to quote a discount for early payment may do so by noting the discount in the Payment Terms on the Invitation For Bid Form; for example – 2/15 net 30. Discounts will be considered when evaluating costs.

12. CHOICE OF LAWS

The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.

13. EQUAL OPPORTUNITY

In connection with the performance of services under this contract, Vendor agrees not to discriminate against any employee, applicant for employment or person receiving services from the Vendor, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.

E. SCOPE OF SERVICES

Process server shall daily pick up/drop off process from the following Racine locations during normal working hours as follows:

Criminal Service:

Victim Witness (730 Wisconsin Ave – 2nd fl north end)
Clerk of Circuit Courts (730 Wisconsin Ave – 8th fl)
District Attorney's Office (730 Wisconsin Ave – 9th fl)
Juvenile Division (717 Wisconsin Ave)

Child Support Service:

Child Support Office (1717 Taylor Ave – 2nd fl north)

Process server must abide by the following procedure in locating each and every defendant/respondent/witness:

1. Contact listed address three (3) or more times at various times of the day.
2. Utilize telephone number if given.
3. Contact past or present employer.
4. Contact petitioner for current information.
5. Document all attempts at service and all information obtained.

Process server must make an honest and diligent effort to locate and serve papers on all defendants/respondents/ witnesses. If unable to locate defendant/respondent/witness, the service must state in writing that with reasonable diligence, process server could not serve the defendant/respondent/witness and that he or she could not be located or is avoiding service. Server must list all specific efforts made to locate the defendant / respondent / witness including the last address tried. The County may make random checks to establish that the process server is making a diligent effort to locate and serve defendants / respondents / witnesses.

Process server serving the papers must handle all items properly and professionally and must fully understand that all papers served are confidential.

Process server must return to the appropriate party all affidavits of service or of non-service prior to the court date and time. Subpoenas should be returned before the close of business on the day before the hearing.

Process server will often be given papers to serve for court dates that are scheduled less than two (2) weeks from the date that the process is delivered to the process server. The process server shall be expected to timely serve the process for these dates provided that the date of the hearing is more than five (5) days from the date that the process is picked up

by the process server. Racine County reserves the right to use other agencies in cases where the date of the hearing is five (5) days or less from the date that the process is available for serving or in other situations, as determined by the County, where process serving by the Sheriff's Department is deemed necessary.

"Rush" service is defined as process that is provided to server less than 24 hours before the date of the hearing for which the process applies. Racine County recognizes that there may be additional costs involved in "Rush" service of process.

Racine County reserves the right to use other agencies for service outside of Racine County on an as-needed basis.

Process server shall warrant that none of his/her employees who are actually serving process have pending criminal actions, are involved in pending juvenile proceedings or mental commitments, or have unpaid child support obligations.

Process server shall be excused from serving process in situations where a conflict of interest exists. The process server will immediately notify the County and return process to the County.

F. EXPERIENCE / REFERENCES

Each bidder must provide information with their bid that will certify they are experienced with or meet the requirements of this IFB.

Each bidder must include the names of companies for which similar work was performed along with the name of a person to contact and their phone number.

G. CONTENTS OF BID RESPONSE

Bidders are required to submit the following information with their bid. Failure to submit the bid in the manner described herein can result in bid rejection.

1. Certification of Vendor page signed in blue ink. This shall be placed on top of each bid copy as page 1.
2. Bid Form. Bids written in pencil or in a format other than the attached worksheets will be rejected.
3. Experience / References.
Detailed narrative of bidder's experience with sufficient information to determine compliance with the Scope of Work shall be included. Any exceptions to the terms and conditions or scope of work must be disclosed.
Minimum of three (3) references, including contact names, addresses, and telephone numbers.
4. Description of normal insurance coverage provided by bidder.

H. AWARD CONDITIONS

1. AWARD

The bid shall be awarded by each category of service. There are three (3) categories of service covered by this bid. They are as follows.

1. All Serves
2. Criminal Serves Only
3. Child Support Serve Only

Racine County reserves the right to choose any combination of the 3 categories of service as noted above and to award the bid to multiple vendors.

2. AWARD AUTHORITY

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. All bidders, by submission of their respective bids, agree to abide by the rules, regulations and decisions of Racine County.

3. TIED BIDS

If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount for prompt payment will be taken into consideration in determining award.

4. DISQUALIFICATION

Awards will not be made to any person, firm, or company in default of a contract with Racine County, or to any bidder having as its sales agent, representative, or any member of the firm, any individual previously in default or guilty of misrepresentation.

5. NOTICE OF ACCEPTANCE

Racine County will notify the selected service provider as soon as practical of the selection. Written notice of award to successful bidder in the form of a letter, contract, or otherwise, mailed or delivered to the name and address shown on the Certification of Vendor page, will be considered sufficient notice for acceptance of a proposal.

CERTIFICATION OF VENDOR

PRIVATE PROCESS SERVICE

Bid #17-PUR-001

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and scope of work required by the County in this IFB and declares that the attached bid and pricing are in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this bid.
- I have full authority to make such statements and to submit this bid as the duly recognized representative of the Service Provider.

Signature: _____
(Of Authorized Representative)

Print/Type Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Date: _____

BID FORM

PRIVATE PROCESS SERVER

Bid # 17-PUR-001

Bidder shall offer a per successful/unsuccessful serve fee to provide all categories of serves for Racine County departments **OR** provide a per successful/unsuccessful serve fee to provide just one category of serves, either criminal or child support as defined in Section E Scope of Services.

BASE BID – ALL SERVICE

Please show the amount in dollars and cents you and/or your firm would charge Racine County for the described services:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

ALTERNATE BID BY CATEGORY

CRIMINAL ONLY

Please show the amount in dollars and cents you and/or your firm would charge Racine County for the described services:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

CHILD SUPPORT ONLY

Please show the amount in dollars and cents you and/or your firm would charge Racine County for the described services:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

CONTRACT RENEWAL INCREASES

Percentage of increase for second (2) and third (3) years of contract.

These percentages of increases shall cover all items including alternates, options and "Rush" service unless otherwise specified.

Second year of service – 2018:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

Third year of service – 2019:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

BID FORM (cont'd)

PRIVATE PROCESS SERVER
Bid # 17-PUR-001

RUSH SERVICE:

Please show the amount in dollars and cents that you and/or your firm would charge Racine County for "Rush" service as an additional charge to the amounts already set forth above.

\$ _____
For each "Rush" service

\$ _____
Cost per Mile

BONDING

Are you bondable? Yes _____ No _____

OPTIONAL BIDS - Charge for process services outside Racine County:

Milwaukee County
\$ _____
(Successful serve)
\$ _____
(Unsuccessful serve)

Kenosha County
\$ _____
(Successful serve)
\$ _____
(Unsuccessful serve)

Waukesha County
\$ _____
(Successful serve)
\$ _____
(Unsuccessful serve)

Walworth County
\$ _____
(Successful serve)
\$ _____
(Unsuccessful serve)

PAYMENT TERMS

Bidders who wish to quote a discount for early payment may do so by noting the discount as follows:

DISCOUNT _____% _____ DAYS; NET _____ DAYS

EXPERIENCE / REFERENCES

PRIVATE PROCESS SERVER

Bid # 17-PUR-001

List experiences and dates:

List three (3) references with similar scope of work and volume of service that can be contacted as to your experience, dependability, and reliability.

1. Company: _____
Address: _____
Contract Term: _____
Contact Person: _____ Phone: _____
Internet e-mail address: _____

2. Company: _____
Address: _____
Contract Term: _____
Contact Person: _____ Phone: _____
Internet e-mail address: _____

3. Company: _____
Address: _____
Contract Term: _____
Contact Person: _____ Phone: _____
Internet e-mail address: _____

If need be, do we have your permission to contact any of the above references?

Yes _____ No _____