

October 7, 2020

Dear Prospective Bidder:

You are invited to submit a bid for #FIN-2020-2012 to provide Process Server Services for various departments within Racine County. Sealed bids are due on or before **2:00 p.m. CST, on Wednesday, October 28, 2020** at the address listed in Section III-H. Late bids will not be accepted.

Responses must be in a sealed envelope or box and labeled per section III-H of the Request for Bid. Your response must be manually signed and dated in blue ink and include all requested information.

Any questions should be directed to Debra Ladwig, Purchasing Manager at (262) 636-3700 or via e-mail at Debra.Ladwig@racinecounty.com during regular business hours.

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 Racine County Finance.

Sincerely,

Debra Ladwig
Racine County Purchasing Manager

Enclosure: Bid Packet

REQUEST FOR BID

Bid #FIN-2020-2012

PROCESS SERVER SERVICES

I. PURPOSE

Racine County is seeking qualified process servers who will work with the offices of Corporation Counsel, Child Support, and Clerk of Courts, as well as other Racine County agencies and individuals entitled to paid process servicing. Service is broken down into two categories: Civil Cases and Child Support Enforcement Issues. Interested 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%.

II. BACKGROUND

Types of Civil papers to be served:

- a) Subpoenas
- b) Summons & Complaints
- c) Petitions, Writs & Motions
- d) 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 primary service area will be within the boundaries of Racine County, Wisconsin, with the potential for services within neighboring counties.

The County requires a process server familiar with all applicable laws and regulations governing service of process.

III. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of RFB:	Wednesday, October 7, 2020
Deadline for Vendor Questions:	Wednesday, October 21, 2020
Response to Questions via Addendum:	Friday, October 23, 2020
Bid Due Date:	Wednesday, October 28, 2020

B. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. Bidders should make a written request and email Debra Ladwig, Purchasing Manager at Debra.Ladwig@racinecounty.com for interpretation or correction of any printed material. Any requests for change shall be submitted in writing prior to October 21, 2020. Request for changes received after this time will not be considered.

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C. ADDENDA

Any changes made as a result of a written request will be issued via bid addenda and if necessary, an extension will be made to the bid opening date. Addenda will be posted to the Racine County Website (racinecounty.com) under Finance/Purchasing RFPs. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid. Bidders who do not return the addenda may have their bids rejected. If you are unable to access the internet, contact Racine County Finance Department, Debra Ladwig, Purchasing Manager at 262-636-3700 for a hard copy.

D. METHOD OF BID

Bidders shall submit proposals on the Bid Form provided. A legally authorized representative of the bidder shall sign the Certification of Vendor. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Form must be initialed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

E. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this RFB.

F. TWO COPIES ARE REQUIRED

Unless otherwise specified, one (1) original and one (1) copy of your proposal response is required, which should at minimum include the bid form and vendor certification. At least one response must have an original signature in blue ink under Certification of Vendor.

G. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County.

H. ADDRESSING OF BIDS

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

TO: Racine County Courthouse
Attn: Debra Ladwig, Finance 4th Floor
730 Wisconsin Avenue
Racine, WI 53403

In lower-left hand corner write: **PROCESS SERVER**
Bid #FIN-2020-2012

DUE: Wednesday, October 28, 2020

I. DUE DATE

Sealed bids will be accepted by Racine County Finance until **2:00 P.M. CST, Wednesday, October 28, 2020**. The bids will then be opened, read aloud, and recorded on the bid opening form. [This will be a closed bid opening.](#)

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J. 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.

K. LATE BIDS

Late bids will not be accepted and will be returned unopened.

L. WITHDRAWAL OF BIDS

Bids may be withdrawn by 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 the bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened.

M. BIDS BINDING – 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

N. 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 if they are within reason. All vendor confidential and proprietary material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

IV. **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".

A. PERFORMANCE

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

B. AGREEMENT DEVELOPMENT

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.

C. CONTRACT

The successful vendor shall execute a contract with Racine County incorporating the terms of this RFP and all or part of the vendor's proposal.

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D. TERM OF CONTRACT

The agreement shall be for a one year term and commence on or about November 1, 2020 and shall conclude on or about October 31, 2021 with the option for two (2) additional one-year renewals. This contract shall automatically be renewed unless either party notifies the other in writing to the contrary, at least sixty (60) calendar days prior to current contract expiration.

E. TERMINATION BY COUNTY FOR CAUSE

If the vendor fails to fulfill its obligations under the contract resulting from this RFP in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving five (5) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, Racine County will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials services purchased or paid for by the vendor for use in completing the contract

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.

F. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY WITHOUT CAUSE

Racine County further reserves the right to terminate this contract at any time for any reason by giving vendor a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder unless agreed in advance by Racine County. The vendor will be paid according to the contract for services rendered through the date of termination.

G. TERMINATION BY CONTRACTOR

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of Racine County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, vendor shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to Racine County at least one hundred twenty (120) days before the effective date of termination.

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In the event of termination by the vendor, notice shall be delivered by the vendor in writing with return receipt required to:

Racine County Finance Department, 4th floor
Debra Ladwig, Purchasing Manager
730 Wisconsin Avenue
Racine, WI 53403

H. 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.

Vendor shall warrant that none of his or her employees have pending criminal actions or are involved in pending juvenile proceedings or mental commitments or have unpaid child support obligations or outstanding criminal charges in any jurisdiction. Vendor shall be excused from serving process in situations where a conflict of interest exists and Vendor will immediately return said process to County.

I. 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.

J. 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.

K. INSURANCE

Vendor shall carry automobile insurance coverage at its cost with limits of at least \$1,000,000 per person and \$1,000,000 per occurrence and general liability coverage in an amount not less than \$1,000,000. Racine County shall be included as an additional named insured on said policy.

Vendor will provide to County a Certificate of Insurance showing the name of the Vendor, the name of the insurance company, the type of insurance, the policy number, the effective date, the expiration date, the limits of liability and a description of the operation to which the coverage applies. This Certificate of Insurance shall be furnished to the County prior to the commencement of the work.

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Certificate shall be addressed to:

Racine County Courthouse
Debra Ladwig, Purchasing Manager
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.

L. 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.

M. 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 Bid Form; for example – 2/15 net 30. Discounts will be considered when evaluating costs.

N. AFFIRMATIVE ACTION

Racine County is committed to fulfilling its role as an affirmative action/equal opportunity employer. We request your vigorous support of our affirmative action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor page, you indicate your acceptance and compliance.

O. NON-DISCRIMINATION

In connection with the performance of work under this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute S.51.01 (5)(a), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the vendor further agrees to take affirmative action to ensure equal employment opportunities. The vendor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause [(Wisconsin Statutes S.16.765 (2).]

V. SCOPE OF SERVICES

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

Civil Service:

Clerk of Circuit Courts (730 Wisconsin Ave – 8th 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

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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.

VI. EXPERIENCE / REFERENCES

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

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

VII. 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 as page 1.
2. Bid Form completed in blue ink. 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.

VIII. AWARD PROCEDURES

A. CONDITIONS OF 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. Civil Serves Only

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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, if necessary. An intent to award will not be made and agreement will not be executed until Racine County, at its sole discretion, accepts a bid.

B. 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.

C. 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.

D. DISQUALIFICATION

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

E. NOTICE OF ACCEPTANCE

Racine County will notify the selected vendor as soon as practical of the selection. Written notice of award to vendor in the form of a letter, contract or otherwise, emailed and delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal.

CERTIFICATION OF VENDOR

PROCESS SERVER SERVICES

Bid #FIN-2020-2012

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

The undersigned attests to the following:

- I have reviewed in detail the RFB 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 authorized representative of the Service Provider.

Signature: _____

(Authorized Representative)

Print/Type Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Date: _____

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BID FORM

PROCESS SERVER SERVICES
Bid #FIN-2020-2012

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
CIVIL 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 – November 1, 2021 through October 31, 2022:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

Third year of service – November 1, 2022 through October 31, 2023:

\$ _____
(Per successful serve)

\$ _____
(Per unsuccessful serve)

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BID FORM (cont'd)

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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)

Waukesha County

\$ _____
(Successful serve)

\$ _____
(Unsuccessful serve)

Kenosha 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

PROCESS SERVER SERVICES

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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 _____