

**GSS15271-PROC_SERV, Process Serving
Question and Answer Response Document**

Q. Can I expect the Performance Bond to be waived on the current RFP?

A. A Performance Bond is required to be held for the life of the contract per Section III, Part Performance Bond Requirement as shown below:

L. *PERFORMANCE BOND REQUIREMENT*

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of \$175,000 if awarded Zone 1, New Castle County, \$100,000 if awarded Zone2, Kent County, \$100,000 if awarded Zone 3, Sussex County. Should multiple Zones be awarded to a single vendor, the vendor is required to provide a bond in the total amount of all awarded bonds combined. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Attachment 11.

Q. The RFP states “10. Investigate incorrect/outdated addresses in order to obtain accurate address information for purposes of service. This may include but is not limited to contact with the petitioner, neighbors, United States Postal Service, credit bureaus, cross-reference directories, etc. Updated address or other information that will aid in the location of the person shall be noted by the Contractor on the returned documents for the Court's future reference.” Regarding Provision 10: Investigations in the State of Delaware must be compliant with Title 24, Chapter 13 of Del Law.

Does this also hold true for this provision, i.e. the work product must be conducted by a DE Licensed Investigator? In addition, Credit Bureau Access is governed by the FCRA. Historically, the major Credit Bureaus do not provide credit information to third parties; in fact, I could not locate a permissible purpose that would allow us to lawfully request a credit report. In reviewing the FCRA (15 USC ss 1681) it appears DCSE may be entitled under certain circumstance. I would like clarification on this requirement.

A. Reference Page 52, Item 10: Please identify instances such as these as an exception in your proposal response in Attachment 3.

Q. The RFP states, “Invoicing for services provided by the Contractor shall be monthly and shall be submitted to the Court on or before the twenty-second day of the following month. A .5 percent penalty of the total bill will be assessed for each calendar day the invoice is delinquent beyond the twenty-second day.” Is this penalty for the State to pay the vendor for being late on the invoice, or is it penalty for us sending a late invoice?

A. Reference Page 53, Item 6: This is a penalty imposed on the vendor by the State for the State receiving invoices beyond the 22 day allowance.

Q. Pg. 50 Section C – Approximately how many summonses, subpoenas, orders, writs or other documents are anticipated to be served in Zone 1?

Pg. 50 Section C – Approximately how many summonses, subpoenas, orders, writs or other documents are anticipated to be served in Zone 2?

Pg. 50 Section C – Approximately how many summonses, subpoenas, orders, writs or other documents are anticipated to be served in Zone 3?

Please provide the number of documents issued, in each category; Family Court-Subpoenas, Summons, Judicial Orders, police/Law Enforcement/capias, docs to State agencies, and multiple docs; and DCSE- all documents. Also provide the corresponding number of documents served. Please break down the numbers for Zone 1 and Zone 2 independently. (I am attempting to determine the number of documents that were sent out for service, but not paid for. The last 12 – 24 months would be helpful. This will assist in determining a per document cost basis). Your webpage provides bulk numbers for the current vendor through June 2014, however does not differentiate between zones or type of document.

A. All usage figures that are available are currently posted to the existing contract websites for this contract. The usage numbers are not available with specific breakdowns and estimates. The website links are as follows:

**Process Serving, Contract No. GSS10271A-PROC_SERV
http://contracts.delaware.gov/contracts_detail.asp?i=68**

**Process Serving, Sussex County, Contract No. GSS10271B-PROC_SERV
http://contracts.delaware.gov/contracts_detail.asp?i=1527**

It is also important to understand that all quantities related to this contract are not guaranteed and may fluctuate at any time. This contract is open for use by any State Agency and shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds.

Q. Question 4: Appendix B- Zone 2 and 3 are both listed on Appendix B as Sussex County. Pg. 51 of the RFP indicates that Zone 2 is Kent and Zone 3 is Sussex. Please clarify zone designations.

A. A revised version of the Appendix B Document has been posted.

Q. Appendix B – What is the current pricing for Zone 1, Items 1-8?

Appendix B – Assuming that Zone 2 is Kent County as stated on page 51 of the RFP, what is the current pricing for Zone 2, Items 9-16?

Appendix B – Assuming that Zone 3 is Sussex County as stated on page 51 of the RFP, What is the current pricing for Zone 3, Items 10-17?

A. All pricing information for current contracts related to the RFP can be found on the contract websites. The website links are as follows:

Process Serving, Contract No. GSS10271A-PROC_SERV

http://contracts.delaware.gov/contracts_detail.asp?i=68

Process Serving, Sussex County, Contract No. GSS10271B-PROC_SERV

http://contracts.delaware.gov/contracts_detail.asp?i=1527