



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 9, 2015

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: THERESA NEWMAN
STATE CONTRACT PROCUREMENT OFFICER
(302)857-4552

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS15271-PROC_SERV
Process Serving

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each Vendor's contract shall be valid for a one (1) year period from February 1, 2015 through January 31, 2016. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

3. VENDORS

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| ZONES 1, 2, AND 3 | ZONE 1 |
|--|--|
| DM Professional Services | Monahan Investigations |
| 501 Silverside Rd, Ste 72 | 8 E. 13th Street |
| Wilmington | Wilmington |
| Delaware | Delaware |
| 19809 | 19801 |
| Robert DeLacy | Tom Monahan |
| Phone: 302-792-0558 | Phone: 302.656.3033 |
| Fax: 302-792-0559 | Fax: 302.655.4622 |
| robert.delacy@dmprofessionalservices.com | tbm@monahanpi.com |
| www.dmprofessionalservices.com | www.monahanpi.com |
| FSF: 0000026480 | FSF: 0000020683 |

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. PRICING

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Prices will remain firm for the term of the contract year. Refer to the Pricing Spreadsheet for all vendor pricing.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15271-PROC_SERV on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

SERVICES

A. STATEWIDE

The Contractor shall be the primary provider for process issued by the Family Court and Division of Child Support Enforcement of Delaware. In addition, at any time during the term of this Service

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Agreement, at the Court's election, the Court may increase or decrease the number of documents for which the Contractor shall provide personal service in accordance with the provisions of this Service Agreement.

B. DETAILS OF WORK

The Contractor shall provide the following services to the Family Court:

Personal service of summonses, subpoenas, orders, writs or other documents issued by the Family Court. This shall include but not be limited to personal service in correctional institutions, and documents requiring quick turn-around, i.e. service in three days or less.

Personal Service of these documents shall, at all times, be in accordance with applicable statutes, rules of procedure, and Family Court policies and procedures regarding personal service. Family Court shall have sole discretion as to the method of service for all documents to be served under the terms and conditions of the contract. Service packets must be served as presented and may not be separated.

2. Pick up and return of documents at times and locations designated by the Court not less than twice per day, except where deemed unnecessary, and more frequent pick-up/return if deemed necessary by either the Contractor or the Court.

The successful contractor may occasionally be required to serve outside of a county for which they have been awarded.

C. SERVICES

Documents issued by the Court in Zone 1 will be the responsibility of the awarded vendor for that zone, regardless of the destination.

Documents issued by the Court in Zone 2 will be the responsibility of the awarded vendor for that zone, regardless of the destination.

Documents issued by the Court in Zone 3 will be the responsibility of the awarded vendor for that zone, regardless of the destination.

Zones are defined as:

Zone 1: New Castle County

Zone 2: Kent County

Zone 3: Sussex County

NOTE: Pick-up of documents from any designated centralized data center locations such as DTI-Dover, Biggs-New Castle etc. may only be once per day.

1. Return "served dated" documents including all court orders to the designated return location no later than the next business day following service. Other documents shall be returned not later than two (2) business days.
2. Return all summons, to the designated return location no later than twenty (20) days from pick up. All original documents must accompany non-est service returns.

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3. Return any documents bearing hearing date information to the designated return location, whether served or non-est, as follows:
4. Documents bearing a hearing date ten (10) days or more from the date received by the Contractor are to be returned to the designated return location no later than three (3) business days prior to the hearing date.
5. Documents bearing a hearing date of less than ten (10) days from the date received by the Contractor are to be returned no later than 3:00 p.m. on the business day preceding the scheduled hearing date for New Castle County and 4:00 p.m. for Kent and Sussex counties.
6. Documents pertaining to "next day" hearings may be returned no later than 8:30 a.m. on the date of the hearing.

Note: The Court reserves the right to modify these time frames for specific cases.

7. Return any other unserved documents NOT bearing a scheduled hearing date (such as Court Orders) to the designated return location within seven (7) days from the receipt of the documents by the Contractor.

Attempt service a minimum of three (3) times at various times of the day and evening to maximize likelihood of locating the party to be served, noting the date and times the service was attempted.

8. Complete paperwork deemed appropriate by the Court for control of documents exchanged between the Court and the Contractor and for the purpose of billing verification.
9. Accurately, completely and legibly provide the requisite information on each document relative to service as specified by the Family Court. This will include completing "Proof of Service" documents in accordance with a format provided to the contractor by the Family Court. At times issues may arise as to problems with the documents. These issues may require a response in writing.
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.
11. Provide to the Court, at a site specified by the Court, the use of or access to a computerized system which will:
 - a. Provide status information according to the Court's specifications on all outstanding personal service documents so that Court staff can monitor outstanding personal service documents, and
 - b. Provide for automated invoicing as specified by the Court.
 - c. All data referenced in the specification shall remain the property of Family Court and shall be promptly transferred to Family Court, in a form acceptable to Family Court, at any time or at contract expiration. Family Court will advise Contractor as to the specifics of this disposition in writing.
 - d. All service information shall be updated in the automated system by 9:00 a.m. the next business day.

- e. All costs (hardware, telephone line costs, software, data conversion, data entry and maintenance) shall be the Contractor's or Contractor's employees and may not be subcontracted to other contractors or individuals.

NOTE: As Court Information Systems are modified/improved/ advanced, the Contractor must be able to accept electronic transmission of documents from the Court as well as to transmit service results back to the Court, while retaining Proof of Service on file should one be required as proof by a Court Officer. The Court may require the Contractor to enter information directly into the Court's Information Systems or to interface with the Systems to eliminate duplicate data entry.

12. All service of process duties must be performed by the Contractor or Contractor's employees and may not be subcontracted to other contractors or individuals.
13. Contractor shall provide, at no charge, a courier service for and between the Family Court locations in New Castle, Kent and Sussex Counties. Delivery of documents to the specified destination shall occur no later than 24 hours following the Court's notification to the vendor, of the need for courier service. If the contract is awarded by zone, this section is not applicable.
14. Contractor shall provide, at no charge, a "same day" courier service for the delivery of warrants/capiases or other documents not requiring personal service to police or other law enforcement agencies or designated capias/warrant control centers.
15. Vendor will provide an e-mail address for the use of Family Court which may be used at the courts discretion for any questions or to provide additional information to the vendor for process issued.

D. BILLING

The charges for the above-described services shall be at a "flat rate" and shall be in accordance with the following provisions.

1. There shall be no charge for documents not successfully served.
2. There shall be no charge for documents returned to the Court after established time frames, whether non-est or served.
3. There shall be a reduced rate for the service of additional documents at a single address, not to exceed the total cost of 5 additional documents.
4. There shall be no charge for delivery of warrants/capiases or other documents not requiring personal service to police or other law-enforcement agencies or designated capias/warrant control centers.
5. There shall be a reduced rate for the personal service of documents to State agencies.
6. 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.
7. Invoicing shall be automated so as to provide automated, electronic billing verification by the Court at the individual document level in a format specified by the Court.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

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- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.