



PINAL COUNTY
wide open opportunity

Licensed Process Server(s)
RFP #PC-110816
Solicitation Addendum One

PAGE 1 OF 1

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

ADDENDUM ONE

In accordance with Section A.2 Official Solicitation Document, the Solicitation is hereby amended as described herein.

1. A Frequently Asked Questions document has been added as Exhibit 1. See attachment titled "Exhibit 1 - Solicitation Inquiries and Responses.pdf."

All other instructions, terms and conditions remain unchanged.

E-Mail to User



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Exhibit 1 – Solicitation Inquires
and Responses

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Exhibit 1 – Solicitation Inquiries and Responses

- (1) What are the County's payment terms? How often are remittances made? Are there any foreseeable issues which would hamper or delay payment?

See page 26 section 5-19 of the solicitation document. Pinal County does not see any issues at this time that would hamper or delay payment.

- (2) Does the County require that all documents (i.e. Proof of Service) be notarized?

No, the Proof of Service does not need to be notarized.

- (3) What are the current expenditures for service of process (using a private process server as opposed to the Sheriff or Constable) for the County?

Pinal County's expenditures for Licensed Process Server(s) will vary based on the needs of the departments using the awarded contract(s).

- (4) What are your procedures? Does the County need a routine (i.e. daily/weekly) pickup from a central location? Would there be multiple locations for a pickup? Does the County reimburse for messenger fees when a pickup is required?

See page 7 of the solicitation document. As a responder to the solicitation, you may provide a "method of approach" for

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these services, and this will be evaluated by the evaluation team.

- (5) Does the County have out-of-state needs?

Pinal County may need out-of-state service needs from time to time.

- (6) Who is the current service provider for Pinal County?

The current service providers are Fleming Attorney Services; Hawkins and EZ Messenger (one company).

- (7) How would I go about obtaining a copy of the current contract?

The current contract documentation is 309 pages; please advise what part of the contract you are requesting.

- (8) Can the service fees for each particular County be individually indicated, or does the RFP require a single (uniform) fee for the Counties indicated?

Pinal County requires a single fee for the Counties listed on Attachment H.

- (9) Are the service of documents expected to be charged for individually?

No.

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- (10) Is Errors and Omissions coverage required and what are the required levels of coverage?

Errors and Omissions coverage is not required for this solicitation.

- (11) Will it be necessary to secure a \$1,000,000/\$3,000,000 policy, or will the \$10,000,000 umbrella suffice for the difference between the \$2,000,000 and \$3,000,000 aggregate limits?

The \$10,000,000 umbrella coverage for General Liability is sufficient to meet the General County requirement.

- (12) What certificate is the bottom of Attachment F referring to?

The certificate refers to the Notary's commission.

- (13) What level of detail is required in each process server's resume?

See page 11 of the solicitation "Capacity of Responder" in the Evaluation Criteria section. A copy of the identification card issued by the Arizona Code of Judicial Administration must be included in the process server's resume. The continuing education detail must include education classes that are relevant to the work of a process server, pursuant to policies adopted by the Director of the Administrative Office of the Courts, Arizona Supreme Court.



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NOTICE OF REQUEST FOR PROPOSAL (RFP)

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: LICENSED PROCESS SERVER(S)

Contract Type: REQUEST FOR PROPOSAL

Pre-Submittal Conference: NONE

Questions Due: SEPTEMBER 22, 2011 BY 2:00 PM ARIZONA TIME

Solicitation Due Date: OCTOBER 5, 2011 BY 2:00 PM ARIZONA TIME

Number of Copies Required: 3 COPIES PLUS ONE ORIGINAL

Solicitation Opening Date: OCTOBER 5, 2011 BY 2:15 PM ARIZONA TIME

Solicitation Opening Location: PINAL COUNTY
PURCHASING DIVISION
31 NORTH PINAL STREET
BUILDING A, SECOND FLOOR
FLORENCE, AZ 85132

Procurement Officer Contact Name: BRENDA WIDUGIRIS
SENIOR PROCUREMENT OFFICER

Telephone: (520) 866-6265

Fax: (520) 866-6661

E-mail: Brenda.Widugiris@pinalcountyaz.gov



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AUTHORIZATION

In accordance with the Pinal County Procurement Code, Offers for the services specified will be received by the **Pinal County Finance Department**, at the location specified on page one, until the time and date cited. Offers received by the correct time and date shall be opened and:

Invitation Type	Information Read Aloud at Public Opening Ceremony
RFP	Responder's Name

All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office, please contact the Procurement Officer listed on the front page.** Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. **Late Offers will not be considered.**

Offers must be submitted in a sealed envelope/box with the solicitation number and Responder's name and address clearly indicated on the outside of the envelope/box(s). All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this solicitation at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 through 13 – is available at:
<http://pinalcountyz.gov/Departments/Finance/Pages/Home.aspx>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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1. INTRODUCTION AND BACKGROUND:

1.1. Introduction: Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima Counties, and is approximately 50 miles from Downtown Phoenix, and Downtown Tucson. In 2010 the County's population was estimated to be 345,000.

The economy of the County is largely based on agriculture and copper mining, with farming predominating in the western half of the County, and mining in the eastern half. Industrial and service jobs are being created in the population centers of Casa Grande, Coolidge, Eloy, and Apache Junction. Pinal County has a three-member Board of Supervisors with a Board-Manager form of government.

1.2 Background: The purpose of this RFP is to enter into a contract with a qualified Contractor(s) to provide Licensed Process Server(s). These services are to be utilized by various departments throughout Pinal County on an as needed basis.

2. SCOPE OF SERVICES:

2.1 The County of Pinal will manage and administer the resulting contract(s) with funding provided by the County of Pinal, Arizona. Each Pinal County department using this contract must issue a purchase order directly to the awarded Contractor(s) and shall be solely responsible for payment thereof.

The awarded Contractor(s) shall provide services to the Pinal County Board of Supervisors on behalf of the Pinal County Attorney's Office, IV-D Child Support Team (IV-D Agency), the Pinal County Public Defender's Office, and other Pinal County departments on an as needed basis. The exact time and place of the awarded Contractor's(s) services shall be determined between the Requesting Agency and the awarded Contractor(s) at the time of need.

2.2 The awarded Contractor(s) shall furnish qualified and licensed personnel which are necessary for the successful performance of all tasks set forth herein.

2.3 The awarded Contractor(s) agrees to keep the information related to all contracts and sub-grants in strict confidence. Other than the reports submitted to the Requesting Agency, the awarded Contractor(s) agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in his possession, to those



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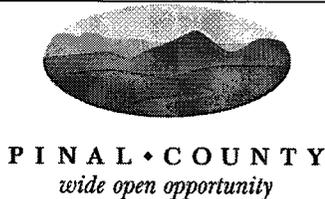
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employees of the Requesting Agency and the awarded Contractor's(s) staff who must have the information on a "need-to-know" basis, and that the awarded contractor(s) agrees to immediately notify the Requesting Agency in writing, in the event that the awarded contractor(s) determines, or has reason to suspect, a breach of these requirements.

2.4 The awarded Contractor's services shall include but are not limited to the following:

- A. All documents to be served shall be accompanied by a properly completed form provided by the Pinal County Department setting forth the necessary instructions for serving the documents. Proof of service shall be furnished to the Pinal County Department no later than twenty-four (24) hours prior to the hearing date, excluding weekends and Pinal County recognized holidays.
- B. The awarded Contractor will pick up documents to be served daily (business days) by 9:00 a.m. each day from various departments throughout Pinal County. The schedule may be revised if agreed to between the awarded Contractor and the specific department at Pinal County.
- C. "Service of Process" shall be attempted on a "same day" basis or by a specific date which shall be indicated on a section of the form provided. Service shall be made as soon as the party can be located. The Contractor will achieve a 90% "Service of Process" requirement each business day or provide information as to why the requirement has not been met.
- D. If the awarded contractor determines that service cannot be obtained at the address provided by the Requesting Agency, the awarded Contractor shall perform basic location procedures, a "Field Locate", including at a minimum, checking with the "Criss-Cross" directory, telephone directory, Internet, or neighbors at the address provided, attempt service at any address discovered and forward a full description of any information useful in relocating the party to Pinal County.
- E. If the awarded Contractor determines that service cannot be obtained in a Child Support Enforcement case at the address provided by the Pinal County Attorney's Office, the awarded Contractor shall, **within one day**, deliver the documents that were not served, with a full description of any information useful in relocating the party to the Pinal County Attorney's Office, Child Support Team.
- F. "Service of Process" shall be in accordance with all Federal, State, and County court procedures.



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G. Rates for Service shall include an itemized statement of cost per service (successful or unsuccessful), and a notary charge as specified in Attachment H: Pricing Page.

2.5 Role and Responsibilities of Certificate Holders (Licensed Process Servers):

- A. Each licensed process server shall adhere to the code of conduct pursuant to A.R.S. '11-445(H), the Arizona Rules of Court and Section 7-204: Private Process Server-Appendix A-Code of Conduct.
- B. Conflict of Interest. Pursuant to Rule 4(d), Arizona Rules of Civil Procedure, a licensed process server shall NOT be a party, an attorney, or the employee of an attorney in the action whose process is being served.
- C. Age. A licensed process server must be at least 21 years of age.
- D. Identification Cards. The identification card is the only official licensed process server identification the court shall issue pursuant to subsection E(4) of Arizona Code of Judicial Administration '7-204: Private Process Server. A licensed process server shall carry the identification card at all times when serving process and promptly display it when requested by an interested party. **This is the only form of identification a licensed process server may use.**
- E. Continuing Education. Licensed process servers shall complete ten (10) hours of continuing education every twelve (12) months and shall submit documentation of completion of this continuing education on a form approved by the Director of the Administrative Office of the Courts, Arizona Supreme Court, or the Director's Designee, with the application for renewal of certification. Licensed process servers shall complete continuing education classes that are relevant to the work of a licensed process server, pursuant to policies adopted by the Director.
- F. Employment Status of Licensed Process Servers. Licensed process servers are NOT employees of the Court or County and may NOT in any way represent themselves as such. Licensed process servers may NOT, in any way represent themselves as peace officers unless they are peace officers pursuant to Arizona or federal law. Approval as a licensed process server does not, in itself, confer peace officer status on the holder.



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UNIFORM GENERAL TERMS AND CONDITIONS

SECTION 1: DEFINITION OF KEY WORDS

County – Pinal County, Arizona

Agency or User Department – Used interchangeably to mean the County department or division responsible for managing the Contract and/or the project.

Responder – Refers to the individual, firm or organization responding to this solicitation.

Evaluation Committee – The committee established to formally evaluate responses (Offers) according to the evaluation criteria listed herein.

Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

Contract - The legal agreement executed between the County and the successful (awarded) Responder. This may take the form of a written agreement or a purchase order.

County Board of Supervisors - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

Director – The Finance Director (Chief Financial Officer) for Pinal County.

Shall, Will, Must - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should - Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the County may, at its sole option, ask them to provide the information or the County may evaluate the submittal without the information.



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May: Indicates something that is not mandatory but permissible.



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SECTION 2: SUBMITTING A RESPONSE

- 2-1 INQUIRIES AND NOTICES:** All inquiries concerning information herein shall be addressed to the Pinal County Finance Department, to the attention of the Buyer listed in the Notice on Page 1. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Pinal County. The County is not responsible for and will not pay any costs associated with the preparation and submission of the response to this Solicitation. Late responses will not be accepted. The time clock in the Pinal County Finance Department will serve as the official time when determining whether a response is late.
- 2-2 INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:** Responders shall provide an original hardcopy (labeled) and the number of copies specified in the Notice on Page 1. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work. Responses shall be labeled to include the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A - P. O. Box 1348, Florence, AZ 85132. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.
- 2-3 RESPONSIBILITY TO READ AND UNDERSTAND:** The Responder is fully responsible for understanding this solicitation and the requirements of the resulting Contract. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting Contract, nor shall such failure be a basis for claiming additional compensation. If the Responder suspects an error, omission or discrepancy in this solicitation, they must immediately and in any case not later than five (5) business days in advance of the due date notify the person listed as the contact for this solicitation.
- 2-4 OFFICIAL SOLICITATION DOCUMENT:** The copy maintained and published by the County shall be the official solicitation document. Changes made to the document by any Responder may not be acknowledged or accepted by the County. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the County.
- 2-5 DEVIATIONS, EXCEPTIONS:** If the Responder's submittal includes any deviation from the terms, conditions, requirements and/or specifications set forth herein or in any subsequent addenda, they shall be described fully on the appropriate Attachment form. The absence of statements of deviation or exception shall be construed to



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mean that the Offer fully complies with the terms, conditions, requirements and specifications of the Solicitation.

- 2-6 RIGHT TO REJECT:** The County reserves the right to cancel any Solicitation, to reject any or all bids, proposals or other submittals to this Solicitation or any part thereof; to reject non-responsive or non-responsible bids or proposals; to waive minor defects or technicalities, form errors or other informalities in any response. Before awarding the Contract, the County reserves the right to require the Responder to submit additional information as evidence of qualifications or any other information the County may deem necessary.
- 2-7 PUBLIC RECORD:** Responder acknowledges that the County is a public entity, subject to Arizona's public records law. Submission of a bid, proposal or related documents may result in the disclosure of any aspect, part or portion thereof. If a Responder believes that a bid, proposal, offer, specification or protest contains information that should be withheld from public disclosure, a detailed statement advising the Director that explains and supports the claim shall accompany the submission, and the statement shall specifically identify everywhere this information appears. The claim shall include the period of time the information is requested to be held confidential. The Pinal County Finance Director shall make a written determination, within a reasonable time, whether the Responder's claim shall be honored. If the Director determines to reject the confidentiality claim, the Director shall inform the Responder in writing of such determination.
- 2-8 NON COLLUSION STATEMENT:** Each Responder shall include a signed and notarized Non-Collusion Statement form (use form provided in the Appendix),
- 2-9 GRATUITIES PROHIBITED/INTEGRITY OF BIDS:** The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. Failure to sign the Offer Form or signing it with a false statement shall void the submittal or any resulting contract. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 2-10 LOBBYING PROHIBITED:** Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related



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to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office. All oral or written inquiries must be through the Procurement Office.

SECTION 3: CONTRACT EVALUATION AND AWARD

- 3-1 INTERGOVERNMENTAL COOPERATIVE PURCHASING:** The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
- 3-2 CONTRACT TERM:** The contract term shall be 1 base year, with 4 one-year option periods (if applicable). For each year in which another option is available, Contractor shall provide written notice to Pinal County at least 90 days prior to the end of the contract term that Contractor is requesting a one-year renewal of the Contract. Pinal County, in its discretion, may accept or decline to renew the agreement for each additional one-year period, and must give Contractor not less than 30 days notice of non-renewal. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years (if applicable).
- 3-3 EVALUATION CRITERIA:** County personnel and any outside experts the County considers necessary will evaluate responses to this Solicitation. Unless otherwise set forth in the Contractor Requirement and/or Service Objectives, the County reserves the right to award in whole or in part, by item or group, by section or geographic area, or make multiple awards where such action serves the County's best interest. All responses to a Solicitation must meet the following responsiveness and responsibility criteria:
- a) Responsiveness. The County will determine whether the Proposal complies with the submittal instructions, including completeness and the inclusion of all required forms, attachments, and submissions.
 - b) Responsibility. The County will determine whether the Responder is one with whom it can or should do business. Factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, past performance, references (including those found outside of the submittal), compliance with applicable laws, and financial capacity to perform



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as specified. The County reserves the right to inspect any proposed facilities or equipment to be used in performance of the contract and to review the qualifications of any key personnel to be assigned to provide services.

In accordance with the Pinal County Procurement Code, the County may enter into negotiations with those Responders whose offers are determined to be reasonably susceptible for an award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations. However, the County may proceed with an award, on the basis of information received in the original proposal(s). Below are the evaluation criteria that will be used during the evaluation process listed in their relative order of importance.

Area of Evaluation

Capacity of Responder: Responder shall provide narrative responses that describe their ability to provide all services listed in Section 2: Scope of Services of the RFP document (Include this as a document in Tab 3 – Additional Materials) . Within the Responder's response, the narrative shall include at the minimum:

- A letter stating that the Contractor will adhere to the Code of Conduct pursuant to A.R.S. '11-445(H) and Arizona Rules of Civil Procedure, Rule 4(d).
- Resume(s) of Certified Licensed Process Servers to include identification pursuant to subsection E(4) of Arizona Code of Judicial Administration '7-204: Private Process Server. Also included in the resume(s) will be continuing education information and the current employment status for each Certified Licensed Process Server.
- Complete attachments B, C

Method of Approach: Responder shall provide narrative responses that describe the overall method of approach for providing the services listed in Section 2: Scope of Services of the RFP document. Within the Responder's response, the narrative shall include at the minimum:

- A document describing how the Responder will achieve at least a 90% "Service of Process" each business day and how that information will be conveyed back to Pinal County.
- A document describing what the Responder will do in the event that the service cannot be obtained at the address provided by Pinal County and how any useful information found by the Responder in relocating the party to be served will be conveyed back to Pinal County.
- A letter stating that the Responder that the "Service of Process" will comply with all Federal, State, and County court procedures.

Cost: Responder shall provide an itemized cost-detail sheet.

- Complete Attachment H.



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Conformance to all Terms, Conditions & Instructions *Contractor shall provide all required documents as outlined on page 26 of the RFP document.*

- Complete Attachment D, E, F, G, Checklist, and Offer and Acceptance form.

- 3-4 NOTICE TO PROCEED/ORDERING AUTHORITY:** Contract award will be made in accordance with the Pinal County Procurement Code. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 3-5 POST AWARD MEETING:** The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.
- 3-6 RESULTING CONTRACT:** Unless otherwise agreed to in writing, the Solicitation, the Responder's signed Offer Form, counter-signed by the County's authorized representative, all County attachments, addenda and the corresponding purchase order will constitute the complete agreement between the parties. Should the Responder require any modifications to the Solicitation, including the Uniform Terms and Conditions, such modifications shall be described on Attachment D "Deviations and Exceptions". If the Responder requires additional or separate contract documents, a sample shall be included in the response to the Solicitation. The County is not bound to use any such contract documents unless it agrees in writing to do so.
- 3-7 QUANTITIES:** Any reference in this Solicitation to quantities or performance frequencies represent the County's best estimate but shall not bind it to purchase, accept or pay for services which exceed its actual needs or for which funding is not available. In the event of a discrepancy between the unit price and extension thereof (total), the unit price shall prevail.
- 3-8 CURRENT PRODUCTS, WARRANTY:** All equipment, materials, parts and components furnished or incorporated in the work performed under this Contract shall be new, of the latest model and most suitable grade for the purpose intended. Unless specifically requested by the County, no remanufactured, used or secondhand materials or parts are may be provided. Unless otherwise agreed, the Contractor



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warrants that all products, supplies or equipment shall be new, unused, of most current manufacture and not discontinued, free of defects in materials and workmanship, and provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified. In addition, all products, supplies or equipment shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to or the right to allow the County to use, the supplies and services being provided and that the County may use same without suit, trouble or hindrance from the Contractor or third parties.

- 3-9 QUALITY OF WORK:** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 3-10 CONFLICT OF INTEREST:** Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee, agent or Contractor of any other party to the Contract in any capacity with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.
- 3-11 ADVERTISING:** The Responder/Contractor shall not advertise or publish information concerning this Solicitation or the resulting Contract without prior written consent of the County.
- 3-12 PROTEST PROCEDURE:** Should a Responder believe that the County has not properly followed the selection procedures as outlined in the Pinal County Procurement Code, a protest may be filed as described in the Pinal County Procurement Code.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of a Solicitation shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed



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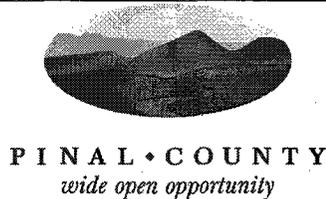
within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

SECTION 4: CONTRACTOR BUSINESS REQUIREMENTS

- 4-1 CONTRACTUAL RELATIONSHIP:** The Responder agrees it is a separate and independent enterprise from the County, and it has a full opportunity to find other business. The Responder represents it has made its own investment in its business and that it will utilize a high level of skill necessary to perform the work, including all services required. This contract does not create, and shall not be construed as creating any joint employment relationship between the Responder and the County, and the County will not be liable for any obligation incurred by the Responder including but not limited to unpaid minimum wages, insurance or Worker's Compensation coverage, overtime premiums, withholding or payment of taxes and/or Social Security, unemployment payments, and any other withholdings or payments required by law.
- 4-2 BUSINESS AND PROJECT LICENSES AND PERMITS:** Responder/Contractor shall maintain all Federal, State, and local registrations, licenses, and permits required for the operation of the business and for performing the work as specified herein. Such registrations, licenses and permits shall be kept current throughout the term of the contract/project.
- 4-3 CONTRACTOR BUSINESS FACILITIES AND BUSINESS PRACTICES:** The Responder/Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all



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such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

- 4-4 AFFIRMATIVE ACTION:** Responder/Contractor agrees to abide by the provisions of the County Affirmative Action Program. Responder/Contractor, their subContractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A. Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

- 4-5 AMERICANS WITH DISABILITIES ACT:** The Responder/Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 4-6 DRUG FREE WORKPLACE PROGRAM:** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 4-7 GOVERNMENT DEBARMENT & SUSPENSION CERTIFICATION:** Responder certifies that it and any of its principals are not presently debarred, suspended,



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proposed for debarment or declared ineligible for the award of contracts by any Federal agency. Responder agrees that it complies with all requirements of Executive Order 12549 related to Government Debarment and Suspension (49CFR Part 29).

4-8 FOREIGN BUSINESS OPERATIONS: Responder certifies that in accordance with A.R.S. §35-391 it does not have scrutinized business operations in Sudan and in accordance with A.R.S. §35-393 it also does not have scrutinized business operations in Iran.

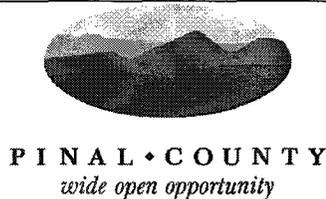
4-9 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: The Responder/Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Specifically, the Contractor agrees to comply with the Federal Immigration and Nationality Act (FINA), the Immigration Reform and Control Act of 1986 (IRCA) and all other Federal immigration laws and regulations related to the immigration status of its employees in performance under this Agreement.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subContractors ("SubContractors") will comply with A.R.S. §23-214 E-Verify Program (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the County.

The Contractor shall include a written provision requiring compliance with the applicable federal and state immigration laws in each subcontract used in the performance of the terms of the contract awarded by the County.

The Contractor agrees to permit the County or its agents to inspect personnel records and the employment related papers of any Contractor or SubContractor employee who works on this Contract to ensure that the Contractor or SubContractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of SubContractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the County in regard to any random verification performed.



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Neither the Contractor nor any SubContractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or SubContractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

- 4-10 RECORDS RETENTION:** The Contractor shall maintain all pertinent files, records, and documents which relate to its business operations, employment practices and the delivery of products or services provided for under this contract. Upon request, the County may inspect or request copies of any records it deems necessary to determine compliance with any of the requirements of this contract. Upon request, Contractor shall demonstrate to the County's satisfaction any programs, procedures and other activities used to ensure such compliance.

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. At any time during the Contract and for up to five years thereafter, the County may, at its expense and at reasonable times and places, audit the books and records of the Contractor and any or all subContractors. Said audit shall be limited to the scope of this contract. For this reason, the Contractor shall retain all supporting documents, files, and records for at least six (6) years after the termination of this contract.

- 4-11 CONFIDENTIALITY OF RECORDS:** The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

- 4-12 INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain at its own expense the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies



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meet the approval of County. The form of any insurance policies and forms must be acceptable to the County.

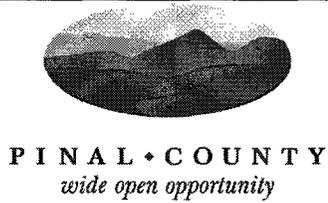
All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

A. COMMERCIAL GENERAL LIABILITY: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed



operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. AUTOMOBILE LIABILITY: Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

C. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County, its departments and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4-13 CERTIFICATES OF INSURANCE: Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy (is) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.



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SECTION 5: CONTRACT ADMINISTRATION, INTERPRETATION

- 5-1 APPLICABLE LAW:** This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.
- 5-2 LEGAL REMEDIES, ARBITRATION:** All claims and controversies shall be subject to the Pinal County Procurement Code. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- 5-3 CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 5-4 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 5-5 SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 5-6 INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.



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- 5-7 SUBCONTRACTING:** The Contractor may not subcontract work for a contract without the express written permission of the County. If the Contractor has received authorization to subcontract work, it is agreed that all subContractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subContractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subContractor.
- 5-8 ASSIGNMENT; DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.
- 5-9 NO WAIVER OF RIGHTS AND REMEDIES:** No provision in this document or in the response to this Solicitation shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 5-10 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) business days after delivery of the written demand, the demanding party may treat this failure as an anticipatory repudiation with this contract
- 5-11 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected



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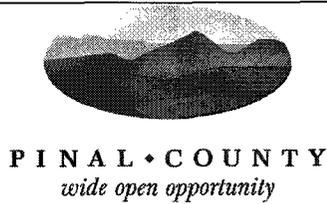
and occurs without its fault or negligence. Force Majeure shall not include late performance by a subContractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

5-12 INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subContractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to



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which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

5-13 DEFAULT, TERMINATION AND OTHER REMEDIES. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
- Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
- Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
- Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
- Fails to complete the required work or fails to perform required services within the time frame stipulated.
- Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are



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within the requirements of the Contract shall give the County cause to cancel this contract.

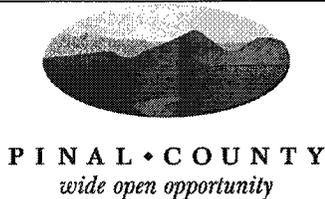
If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

5-14 TERMINATION FOR CONVENIENCE: The County reserves the right to terminate any resulting order or contract in whole or part for its convenience upon thirty (30) days written notice. The County will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.

5-15 FUNDS APPROPRIATION: The County is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the County to meet its obligations under any contract(s) resulting from this Solicitation, the County shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the County agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The County will pay the Contractor all charges incurred through the termination date.

In addition, due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be reduced or eliminated by the County upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.



- 5-16 INSPECTION OF FACILITIES:** The County may, at reasonable times, and at the County's expense, inspect the business premises of the Responder or any subContractor which is related to the performance of any contract as awarded or to be awarded.
- 5-17 CARE OF COUNTY PROPERTY:** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.
- 5-18 INSPECTION OF GOODS AND/OR SERVICES PROVIDED:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 5-19 PAYMENT:** A separate invoice shall be issued for each shipment of goods or successful completion of services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Service Objectives.
- 5-20 ADDITIONAL COMPENSATION:** The Contractor shall submit a written price and secure the County's written approval prior to performing any work for which additional compensation is requested. Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this contract. The County may, as its sole option, enter into contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and/or County employees to accommodate such other work and the Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.

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OFFER FORMAT REQUIREMENTS

OFFER FORMAT: The original copy of the Offer should be clearly labeled “ORIGINAL.” Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers. Each Offer (Original and copies) is to be submitted as identified below.

Title Page

Each Offer must contain a title page that identifies the Solicitation number and provides the Responder name, address, telephone number and name and title of contact person.

Tab 1 - Profile and Qualifications

The following information about each Responder is to be included:

1. A fully completed and signed Attachment “B” Responder’s Profile
2. A fully completed Attachment “C” References
3. A fully completed and signed Attachment “D” Conformance to Terms, Conditions and Instructions

Tab 2 - Completed Various Forms: *(All Forms must have an Authorized Signature)*

Attachment E Addendum Acknowledgment Form

Attachment F Non-Collusion Form,

Attachment G W-9 Form

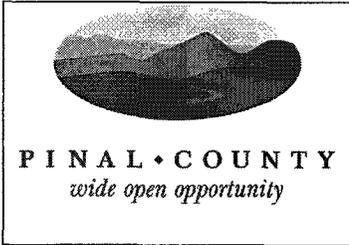
Attachment H Pricing Page

Responder’s Checklist

Offer & Acceptance Form

Tab 3 – Additional Materials:

Technical or supplemental literature and information



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ATTACHMENT A: NO RESPONSE FORM

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520) 866-6661.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This NO response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service



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ATTACHMENT B: RESPONDER'S PROFILE

A. Provide the name of the person who will be the primary Responder and the address for the primary servicing office:

1. Name: _____ Title: _____

2. Company
Name: _____

3. Address: _____

4. City: _____ State: _____ Zip Code _____

5. Telephone: _____ Fax: _____

6. Email Address: _____

B. Number of years local servicing office has been working with County/State Agency Clients: _____

C. How many years of experience does the local Contractor have: _____
Key Employee: _____ yrs.

D. Will a Business Liaison be assigned to our account? Yes _____ No _____

1. If yes, identify who: _____

2. How many years of County experience does this Leader have handling public entity clients? _____

FIRM

AUTHORIZED SIGNATURE & DATE



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ATTACHMENT C: REFERENCES

Please list a MINIMUM of three (03) clients for whom you have provided similar services to as per the Scope of Services in this solicitation.

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		



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ATTACHMENT D: CONFORMANCE TO TERMS, CONDITIONS AND INSTRUCTIONS

ACKNOWLEDGEMENT OF TERMS, CONDITIONS & INSTRUCTIONS

Any exception not contained within this section of the Solicitation will be deemed invalid and will not be considered.

Acknowledgements:

The Responder has read, understands, and shall comply with all Terms, Conditions and Instructions. Responders that accept the County's Terms, Conditions and Instructions shall check **YES** to clearly indicate their acceptance. Responders who take exception to any of the County's Terms, Conditions and Instructions shall check **NO**, and clearly indicate the exception according to the instructions below.

YES, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract.

NO, I acknowledge that I have read and understand all Terms, Conditions and Instructions and shall comply with all in any resultant contract, with the exceptions listed below.

Exceptions (If checked NO)

Responders that take exception to any Terms, Conditions and Instructions shall justify their exception as well as propose alternate language for the County's consideration. Exceptions shall be listed below or within a separate document entitled "PC-110816 Exceptions to Terms, Conditions and Instructions" and contain the paragraph number and name of the Clause, rationale for exception and the proposed alternate language. Additional pages may be added as long as all exceptions are submitted as one document. Any exceptions not contained and submitted on this form shall not be reviewed or contained in any resultant contract.

The undersigned hereby acknowledges that there are **no exceptions** to this solicitation:

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AUTHORIZED SIGNATURE & DATE



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ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

FIRM

AUTHORIZED SIGNATURE & DATE



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ATTACHMENT F: NON-COLLUSION STATEMENT

State of Arizona)
)
County of) ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Contractor)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

(Name)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2011

Signature of Notary Public in and for the

State of _____

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
---	---



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County of _____

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ATTACHMENT G: W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

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ATTACHMENT H: PRICING PAGE

Contractor agrees to perform the Process Server Service(s) for the amount proposed below. **There will be NO fees charged that are not itemized below.**

SERVICE TO BE PROVIDED	Cost Per Successful Service	Cost Per Unsuccessful Service
1. Service of document on an individual within Pinal County	\$	\$
2. Service of document on an individual outside of Pinal County but within Pima, Maricopa, Gila or Graham Counties	\$	\$
3. Service of document on an individual for rush service within 48 hours within Pinal County	\$	\$
4. Service of document on an individual for rush service within 48 hours outside of Pinal County but within Pima, Maricopa, Gila or Graham Counties	\$	\$
5. Service of same document on two or more individuals that reside and are served at the same address within Pinal County	\$	\$
6. Service of same document on two or more individuals that reside and are served outside of Pinal County but within Pima, Maricopa, Gila or Graham Counties	\$	\$
7. Service of multiple documents on two or more individuals that reside and are served at the same address within Pinal County	\$	\$
8. Service of multiple documents on two or more individuals that reside and are served outside of Pinal County but within Pima, Maricopa, Gila or Graham Counties.	\$	\$
9. Service of document on an individual to all other Counties in the State of Arizona not listed above	\$	\$
10. Service of the same document served on two or more individuals that reside and are served at the same address to all other Counties in the State of Arizona not listed above	\$	\$
11. Service of multiple documents on an individual to all other Counties in the State of Arizona not listed above	\$	\$



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12. Service of multiple documents on two or more individuals that reside and are served at the same address to all other Counties in the State of Arizona not listed above	\$	\$
13. Cost of testifying in court	\$	
14. Notary Charge per service	\$	

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ATTACHMENT I: RESPONDER'S CHECKLIST

	Yes/No
Did you sign your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you describe your firm's capabilities and support for any proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	
Did you include one original and the required number of copies?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you submit additional information (i.e. brochures, marketing information)?	

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AUTHORIZED SIGNATURE & DATE



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OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Licensed Process Server(s)

This contract shall henceforth be referenced to as Contract No. _____. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____, 2011.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the proposal did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7).
- E. The Responder certifies that the individual signing the proposal is an authorized agent for the Responder and has the authority to bind them to the contract.

FIRM

AUTHORIZED SIGNATURE & DATE