

**DEPARTMENT OF BUDGET AND MANAGEMENT  
CENTRAL COLLECTION UNIT**

**INVITATION FOR BIDS (IFB)  
PROCESS SERVER**

**I. SUMMARY STATEMENT**

The Department of Budget and Management (DBM) is issuing this Invitation for Bids to procure a contractor to serve as a process server to perfect service of process Statewide for the DBM Central Collection Unit (CCU) pre and post judgment litigation. Specifically, the State's requirement is for the services of a contractor to:

- a) Serve process on parties in CCU's litigation and certain others; and
- b) Prepare and file affidavits, all in accordance with the Maryland Rules and this IFB.

DBM intends to make a single contract award as a result of this IFB.

**II. DELIVERABLES**

The following deliverables shall be provided.

1. The contractor will pick-up the case files directly from the Office of the Attorney General, 300 W. Preston St., Room 407, Baltimore, MD 21201 on Tuesdays and Fridays between the hours of 9:00 A.M. and 4:00 P.M. local time.
2. Once service has been perfected, the Contractor shall, within 10 days of service: (i) file the affidavit of service directly with the appropriate courthouse, and (ii) hand deliver or mail a copy of the affidavit to the Office of the Attorney General at the location specified in item #1 above. The Contractor shall return all unserved documents to the Office of the Attorney General within 10 days of expiration of the Summons.

Under no circumstances shall the Contractor attempt service on expired summonses or make false service affidavits. Additionally, should it be determined by the State that a false service affidavit has been filed with the courts or returned to the State as successful service, the Contractor shall be deemed to be in breach of the contract.

3. The Contractor shall also submit a monthly report to the Contract Manager or designee no later than the 15<sup>th</sup> of the following month summarizing all perfected service for the preceding month, showing the full names of persons served, dates of service and the total amount invoiced for all perfected service during the preceding month.
4. The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in

the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain insurance policies of the proper type and limits specified below.

A. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act and the Federal Employers Liability Act.

B. General Liability - The Contractor shall maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this Contract.

Commercial General Liability, Occurrence Form:

- \$2,000,000 - General Aggregate Limit (other than products/completed operations)
- \$2,000,000 - Products/completed operations aggregate limit
- \$1,000,000 - Business Automobile Liability per occurrence.
- \$1,000,000 - Each Occurrence Limit
- \$1,000,000 - Personal and ADV Injury Limits
- \$ 50,000 - Fire Damage Limit
- \$ 5,000 - Medical Expense

The State will be named as an Additional Insured on all liability policies (except for Worker's Compensation). A Certificate of Insurance evidencing this coverage and the State being an additional insured party must be provided within five (5) days of notification of proposed contract award. Thereafter, current certificates of insurance evidencing all required limits and additional insured status will be provided to the State from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least forty-five days before the expiration of said policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy.

**Failure to comply with the above sections shall be grounds for termination of the contract by the State.**

### **III. MINIMUM REQUIREMENTS**

1. Bidders must complete the Minimum Requirements Certification (Attachment C) to:
  - certify they have three (3) years minimum experience within the past five (5) years in the serving of process within Maryland;

- possess the appropriate number/type of references;
- certify their understanding of the rules for routine service;
- certify their understanding of the evasion of services rules; and
- affirm the Bidder's intent to serve all processes assigned by the Central Collection Unit (CCU) throughout the State of Maryland for the duration of this Contract for the Bid amounts submitted on the Bid Price Form (Attachment A).

2. Bidders will identify all subcontractors they will use to provide statewide coverage. Indicate intended geographic coverage area(s) for each subcontractor listed.

#### **IV. CONTRACT TERM**

The anticipated term of the Contract shall be for one year starting on or about **October 1, 2011**. However, as described under Section VI. Procurement Method, below, if it appears that the maximum Contract amount of \$25,000 will be exceeded before the one year term has ended, unless modified in accordance with State procurement regulations, this Contract will expire as of the time that the \$25,000 expenditure level is reached.

#### **V. BACKGROUND**

The Maryland Department of Budget and Management, Central Collection Unit is responsible for collecting certain delinquent accounts receivable on behalf of most State agencies. Accounts that remain unpaid and require legal action are referred to the staff of the Attorney General's Office dedicated to the Central Collection Unit for the filing of suits in the various Circuit and District courts throughout Maryland. Initial service of process is attempted by certified mail by the Clerk's office.

If the Clerk's office is unsuccessful in obtaining service and the party or other individual's address appears accurate, the Attorney General's Office may attempt service by certified mail. Occasionally, the Sheriff's Office is used to serve process. If the home or work address appears accurate, the OAG and CCU will reissue the pleadings to have them served by private process. The above is the current procedure used by the Central Collection Unit and the Attorney General's Office.

Service of process will be needed for individuals and corporations. On behalf of the Central Collection Unit, the Attorney General's Office will submit a Summons and Complaint, which includes the debtor's name and most recent address. Whenever possible, the Attorney General's Office and the Central Collection Unit will also provide a date of birth and place of employment to help perfect service.

Accounts referred for service of process may include, but are not limited to, certain student loans, school accounts with tuition, fees and fines, and other amounts owed to the State Highway Administration, Department of Health and Mental Hygiene, Motor Vehicle Administration,

Department of Labor, Licensing and Regulation, Injured Workers' Insurance Fund, Department of Natural Resources, Department of Human Resources, and other State agencies.

The Attorney General's Office has historically filed approximately 2,750 suits in Maryland district and circuit courts on a yearly basis. Of this amount, approximately 40% are served by certified mail. The remainder, less out-of-state accounts (approximately 800/year), is reissued by the Attorney General's Office to the private process server which need to be personally served (approximately 900/year). In the past year, the cases were dispersed throughout Maryland in the following approximate percentages: Baltimore/Metropolitan Area – 50%; DC Suburbs – 33%; Southern Maryland – 6%; Western Maryland – 4%; Lower Eastern Shore – 5%; and Upper Eastern Shore – 2%. **Of these cases, the private process server has been approximately 65% successful (549/year).** The Central Collection Unit and the Attorney General's Office also use the private process server for service of process of various post-judgment pleadings. The figures provided are estimates, based on the process served over the past 2 years of the prior contract. These estimates are not to be construed as guarantees of the number of yearly or monthly process that may occur under the duration of this Contract.

## **VI. PROCUREMENT METHOD**

This procurement is being conducted as a Small Procurement as described in COMAR 21.05.07. Small Procurement procedures may be used for procurements that are not expected to exceed \$25,000 in price for usage by State agencies. This Contract will end the sooner of the end of the one year term or when \$25,000 in usage has been obtained. (Also see Section IV, Contract Term, above.)

## **VII. SUBMISSION INFORMATION**

All bids must be submitted electronically to the Procurement Officer by 2:00 p.m., Local Time, **September 26, 2011**. Submit bids to: [eoliver@dbm.state.md.us](mailto:eoliver@dbm.state.md.us)

**Erin Oliver, Procurement Officer**  
**Department of Budget and Management**  
**Procurement Policy & Administration Division**  
**45 Calvert Street/Room 138**  
**Annapolis, Maryland 21401**  
**Telephone: 410-260-7430**  
**Fax: 410-974-3274**  
**Email: [eoliver@dbm.state.md.us](mailto:eoliver@dbm.state.md.us)**

DBM may change the Procurement Officer at any time by written notice to the Contractor.

## VIII. BID SUBMISSION REQUIREMENTS

1. Bidders must use Attachment A. Do not change or alter this Attachment or alter any other State Attachments otherwise your bid will be rejected.
2. Bidders agree to comply with each and every section, subsection and attachment of this solicitation. Failure to comply will result in the rejection of the bid.
3. Bids must be **submitted electronically**, on or before the due date and time specified. The time will be determined by DBM's e-mail system time stamp. The "subject" line in the e-mail submission shall state the IFB title, "Process Server". The Procurement Officer's e-mail address is identified in Section VII. The actual bid form (Attachment A-Bid Price Form) must be submitted as a .PDF file with the signatures clearly visible.
4. Within the body of the e-mailed Bid, the following information must also be submitted:
  - a. Sealed Bid - Maryland Department of Budget & Management, **Process Server**,
  - b. The Bid Due Date and Time; and
  - c. The Name and complete contact information of the bidder.
5. Bidders must demonstrate and certify that they possess a minimum of three (3) years experience within the past five (5) years in the serving of process in Maryland in addition to the other items as listed on Attachment C.
6. Bidders must also submit:
  - a. Attachment A – Price Bid Form. Completed and signed by an individual who is authorized to bind the bidder to the services and prices contained in the bid.
  - b. Attachment C - Bidder Qualification Sheet.

## IX. AWARD DETERMINATION

A Contract shall be awarded to the Bidder who submits the most favorable bid price. For purposes of determining the most favorable bid price (as referenced in COMAR 21.05.02.13), Bids will be evaluated based on the lowest total price submitted on Attachment A.

## X. PAYMENT

1. Invoices for the payment of services shall be submitted to the Contract Manager or designee for each perfected service or affidavit of evasions preparation monthly for services completed the previous month.

The State's Contract Manager for this project is:

Anthony Fugett  
Director, Central Collection Unit  
Department of Budget and Management  
300 W. Preston Street, Room 500  
Baltimore, Maryland 21201  
Telephone: 410-767-1220  
Fax: 410-333-5595  
Email [afugett@dbm.state.md.us](mailto:afugett@dbm.state.md.us)

DBM may change the Contract Manager at any time by written notice to the Contractor.

2. The invoice shall include for each service perfected: the full name of the person served, that person's address, the date s/he was served and the unit rate (item A.1 on the price sheet). Contractor shall include a copy of the written Office of the Attorney General approval (including date of approval and name of approver) with each incident of: (i) Perfected Service including Contractor Updated Address (item A.2 on the price sheet) and (ii) Affidavit of Evasion Preparation (item A.3 on the price sheet). For more detailed information regarding items A.2 and A.3 on the price sheet, reference numbers 4 & 5 below.
3. The Department will pay a set price for normal perfected service (rate A-1) as specified in the bid price sheet. The Department will not pay for service of process that is not timely in accordance with the Summons or the Maryland Rules.
4. On prior written approval of the Office of the Attorney General, Contractor shall obtain and provide the Department with a more current address than the one provided by the Central Collection Unit and effect timely service with the more current address. For this service, Contractor shall be paid the Perfected Service including Contractor Updated Address rate (rate A-2) as specified in the bid price sheet.
5. On prior written approval of the Office of the Attorney General, Contractor shall prepare an Evasion of Service Affidavit. For this service, Contractor shall be paid the Affidavit of Evasion Preparation rate (rate A-3) as specified in the bid price sheet.
6. The Department will not pay for non-est (unserved), skip trace, or cancelled requests for service before service is obtained.

The State may withhold and/or reduce payment for submitting incomplete invoices and or unsatisfactory performance.

## **XI. CONTRACT EXTENDED TO INCLUDE NON-STATE MARYLAND GOVERNMENTS OR AGENCIES**

Maryland county, municipal, and other non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the

State. All such purchases by non-State Maryland governments or agencies: (1) shall constitute contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State, and (5) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

Any usage of the Contract resulting from this IFB by Maryland non-State governments or agencies will not be counted towards the \$25,000 cap established for this Contract. (See Sections IV and VI.) Nonetheless, Maryland non-State governments or agency Contract usage shall be at the same rates and with the same types and level of service as is required for State agencies.

## **XII. ATTACHMENTS**

**ATTACHMENT A** – Price Bid Form.

**ATTACHMENT B** – The State Of Maryland’s Sample Contract. It is provided with the IFB for informational purposes and is not required at bid submission time. However, it must be completed, signed and returned by the selected Bidder to the Procurement Officer within 5 working days of notification of proposed Contract award.

**ATTACHMENT C** – Minimum Qualifications

**ATTACHMENT D** – Maryland Rules

# ATTACHMENT A – PRICE BID FORM & INSTURCTIONS

## FOR THE IFB FOR PROCESS SERVER FOR THE DEPARTMENT OF BUDGET AND MANAGEMENT, CENTRAL COLLECTION UNIT

### ATTACHMENT A – BID PRICE INSTRUCTIONS & FORM

1. In order to assist bidders in the preparation of their bids and to comply with the requirements of this solicitation, Attachment A - Bid Price Instructions & Form, has been prepared. Bidders shall submit their bids using Attachment A- Bid Form and in accordance with the instructions on the form and as specified herein.
2. The Bid Form is to be completed, signed and dated by an individual who is authorized to bind the bidder to the unit price as noted on Attachment A - Bid Price Instructions & Form.
3. No taxes, surcharges, or fees of any type, kind, or amount whatsoever may be added to the unit price contracted.
4. Do not change or alter the Attachment A bid form in any way to include conditions otherwise your bid will be rejected. The prohibition against conditioning the bid includes making written or numerical alterations on the bid form, and attaching, and/or referencing any other document or wording that contains conditions, including vendor stated interpretations of any wording in this document.
5. All qualified Bidders will be ranked from the lowest to the highest price based on their total bid price proposed. Prices are based on a model that is solely for evaluation purposes only. No representations or guarantees of purchases, commitments, or of any other type are made or intended in connection with any such model.
6. Insert totals for the one year period price in columns A1 through A3. Insert the extended prices for each requested service (A1 through A3) in column 5. Insert sum of all extended prices (column 5, A1 through A3) into Grand Total box B1. For purposes of determining the most favorable bid price (as referenced in COMAR 21.05.02.13), Bids will be ranked based on the lowest total price submitted on **Attachment A—Price Bid Form (box B.1, column 2)**.



**ATTACHMENT B**

**STATE OF MARYLAND  
SMALL PROCUREMENT CONTRACT**

**THIS CONTRACT** (the "Contract"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the **DEPARTMENT OF BUDGET AND MANAGEMENT** ("Department"), a principal department of the State of Maryland (the "State"), and \_\_\_\_\_ ("Contractor") whose address in this State is \_\_\_\_\_ and whose principal address is \_\_\_\_\_.

The parties agree as follows:

1. **Services to be Provided.**

Serve process on parties in CCU's litigation and certain others; and prepare and file affidavits, all in accordance with the Maryland Rules and the scope of work attached as Exhibit A and incorporated herein.

2. **Term of Contract.** Performance under this Contract shall commence on \_\_\_\_\_, 2011 and shall be completed on the earlier to occur of the following: (i) when \$25,000 in usage by the State of Maryland's Central Collections Unit (CCU) is reached, or (ii) when the one year term has ended.

3. **Compensation and Method of Payment.**

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$25,000. Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid or proposal, attached as Exhibit B.

(b) **Method of Payment.** Department shall pay Contractor no later than thirty days after Department receives a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is \_\_\_\_\_. Contractor's Social Security Number is \_\_\_\_\_ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by Contractor to Department for payment.

4. **Procurement Officer.** Department designates Erin Oliver to serve as Procurement Officer for this Contract. All contact between Department and Contractor regarding all matters

relative to this Contract shall be coordinated through the Procurement Officer (using contact information listed in Section VII—Submission Information).

5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract as directed by the Procurement Officer.

6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

12. **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

**IN WITNESS WHEREOF**, the parties have executed this Contract on or before the date first set forth herein.

**WITNESS/ATTEST:**

\_\_\_\_\_

**FOR THE CONTRACTOR:**

By: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
Title

**WITNESS:**

\_\_\_\_\_

**FOR THE DEPARTMENT OF  
BUDGET AND MANAGEMENT**

By: \_\_\_\_\_

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
Title

Attachment: Exhibit A: Copy of this Solicitation which includes Scope of Work  
Exhibit B: Copy of the Contractor's Bid



**ATTACHMENT C – BIDDER QUALIFICATIONS CONTINUED**

4) **Evasion of Service** (Acknowledge and certify understanding of Rule 2-121(b) and Rule 3-121(b) requirements and Rules 2-122(a) and 3-121(b) for service by posting or publication.)

5) **I affirm I will serve all processes** assigned by the Central Collection Unit (CCU) throughout the State of Maryland for the duration of this Contract for the Bid prices submitted on the Bid Price Form (Attachment A).

## ATTACHMENT D – MARYLAND RULES

### RULE 2-121. PROCESS--SERVICE--IN PERSONAM

**(a) Generally.** Service of process may be made within this State or, when authorized by the law of this State, outside of this State (1) by delivering to the person to be served a copy of the summons, complaint, and all other papers filed with it; (2) if the person to be served is an individual, by leaving a copy of the summons, complaint, and all other papers filed with it at the individual's dwelling house or usual place of abode with a resident of suitable age and discretion; or (3) by mailing to the person to be served a copy of the summons, complaint, and all other papers filed with it by certified mail requesting: "Restricted Delivery--show to whom, date, address of delivery." Service by certified mail under this Rule is complete upon delivery. Service outside of the State may also be made in the manner prescribed by the court or prescribed by the foreign jurisdiction if reasonably calculated to give actual notice.

**(b) Evasion of Service.** When proof is made by affidavit that a defendant has acted to evade service, the court may order that service be made by mailing a copy of the summons, complaint, and all other papers filed with it to the defendant at the defendant's last known residence and delivering a copy of each to a person of suitable age and discretion at the place of business of the defendant.

**(c) By Order of Court.** When proof is made by affidavit that good faith efforts to serve the defendant pursuant to section (a) of this Rule have not succeeded and that service pursuant to section (b) of this Rule is inapplicable or impracticable, the court may order any other means of service that it deems appropriate in the circumstances and reasonably calculated to give actual notice.

**(d) Methods Not Exclusive.** The methods of service provided in this Rule are in addition to and not exclusive of any other means of service that may be provided by statute or rule for obtaining jurisdiction over a defendant.

### RULE 2-122. PROCESS-SERVICE-IN REM OR QUASI IN REM

**(a) Service by Posting or Publication.** In an in rem or quasi in rem action when the plaintiff has shown by affidavit that the whereabouts of the defendant are unknown and that reasonable efforts have been made in good faith to locate the defendant, the court may order service by the mailing of a notice to the defendant's last known address and:

- (1) by the posting of the notice by the sheriff at the courthouse door or on a bulletin board within its immediate vicinity, or
- (2) (by publishing the notice at least once a week in each of three successive weeks in one or more newspapers of general circulation published in the county in which the action is pending, or
- (3) in an action in which the rights relating to land including leasehold interests are involved, by the posting of the notice by a person authorized to serve process in accordance with Rule [2-123](#) (a) in a conspicuous place on the land.

Additionally, the court may order any other means of notice that it deems appropriate in the circumstances.

**(b) Time.** The mailing and the posting or publication shall be accomplished at least 30 days before the date by which a response to the complaint is to be filed.

**(c) Content of Notice.** The notice shall be signed by the clerk and shall include the caption of the case; describe the substance of the complaint and the relief sought; inform the defendant of the latest date by which the response is to be filed; warn the defendant that failure to file the response within the time allowed may result in a judgment by default or the granting of the relief sought; and contain any other information required by the court.

### **RULE 3-121. PROCESS--SERVICE--IN PERSONAM**

**(a) Generally.** Service of process may be made within this State or, when authorized by the law of this State, outside of this State (1) by delivering to the person to be served a copy of the summons, complaint, and all other papers filed with it; (2) if the person to be served is an individual, by leaving a copy of the summons, complaint, and all other papers filed with it at the individual's dwelling house or usual place of abode with a resident of suitable age and discretion; or (3) by mailing to the person to be served a copy of the summons, complaint, and all other papers filed with it by certified mail requesting: "Restricted Delivery--show to whom, date, address of delivery." Service by certified mail under this Rule is complete upon delivery. Service outside of the State may also be made in the manner prescribed by the court or prescribed by the foreign jurisdiction if reasonably calculated to give actual notice.

**(b) Evasion of Service.** When proof is made by affidavit that a defendant has acted to evade service, the court may order that service be made by mailing a copy of the summons, complaint, and all other papers filed with it to the defendant at the defendant's last known residence and delivering a copy of each to a person of suitable age and discretion at the place of business of the defendant.

**(c) By Order of Court.** When proof is made by affidavit that good faith efforts to serve the defendant pursuant to section (a) of this Rule have not succeeded and that service pursuant to section (b) of this Rule is inapplicable or impracticable, the court may order any other means of service that it deems appropriate in the circumstances and reasonably calculated to give actual notice.

**(d) Methods Not Exclusive.** The methods of service provided in this Rule are in addition to and not exclusive of any other means of service that may be provided by statute or rule for obtaining jurisdiction over a defendant.