



**REQUEST FOR QUOTES**

Personal Service of Documents generated by Rice County Social Services.

**Release Date**

Tuesday, January 28, 2020

**Quote Due Date**

4:30 p.m., February 19, 2020

**Rice County Social Services**

**ATTN: Mark Shaw**

**320 3<sup>rd</sup> Street NW**

**Faribault, MN 55021**

## 1. Introduction

### 1.1 Introduction

The County of Rice, State of Minnesota ("County"), on behalf of the Department of Social Services, is seeking quotes, pursuant to Minn. Stat. §471.345, subd. 5, for Personal Service of Documents generated by Rice County Social Services.

## 2. Instruction to Proposed Vendors

### 2.1 General Rules

This Request for Quotes ("RFQ") is an invitation for proposed vendors to submit a quote to the County. It is not to be construed as an official and customary request for bids or proposals, but as a means by which the County can facilitate the acquisition of information related to the purchase of services. Any quote submitted as provided herein constitutes a suggestion to negotiate and NOT A BID or PROPOSAL.

### 2.3 Quotation Submission

Quotes shall be submitted no later than 4:30 p.m. on February 19, 2020, in a sealed envelope and marked "Personal Service of Documents generated by Rice County Social Services." The envelope must also be marked with the proposed vendor's name and contact information, and clearly addressed and marked as described. The quote should be delivered to:

Mark Shaw, Director  
Rice County Social Services  
320 3<sup>rd</sup> Street NW  
Faribault, MN 55021

The County will date-stamp each quote.

Three (3) paper copies must be placed inside of the sealed envelope.

Failure to submit a quote on time may be grounds for rejection of the quote. The county reserves the right to reject late quotes, and reserves the right to accept or reject any or all responses. However, the County reserves the right, in its sole and absolute discretion, to accept quotes after the time and date specified. The County is not responsible for delays caused by the U.S. Postal Service or any other carrier or delivery service.

Quotations shall be kept on file for a period of at least one year after the receipt.

### 2.4 Inquiries and Communication Restrictions

Proposed vendors may not have communications, verbal or otherwise, concerning this RFQ with any personnel or boards from Rice County or relevant consultant(s), other than the persons listed in this section. This restriction may be suspended or removed by the authority

and direction of the persons listed above. If any proposed vendor attempts or completes any unauthorized communication, Rice County may, in its sole and absolute discretion, reject the proposed vendor's quote.

Questions, requests for clarification, notices of discrepancies or omissions in the RFQ or its attachment, or requests for information about this RFQ or the process may be submitted by email to the designated RFQ Administrator, Mark Shaw, Social Services Director, by 10:00 a.m., February 14, 2020 at:

Mark Shaw, Social Services Director  
E-mail: mshaw@co.rice.mn.us

The person submitting the request is responsible for its on-time delivery. Any question asked, the County's responses to all questions and requests for more information will be summarized in writing and forwarded to all known potential vendors by mail or electronically by 10:00 a.m., February 17, 2020.

## 2.5 Addenda

The County reserves the right to modify the RFQ at any time prior to the quotation due date. If the RFQ is modified, addenda to the RFQ will be provided to all prospective vendors known to have received a copy of the RFQ. It is the responsibility of each prospective vendor to assure receipt of all addenda.

The County will modify the RFQ only by formal written addenda. Prospective vendor's quotations should be based on the specifications herein and any formal written addenda from the County, not oral or other interpretations or clarifications.

## 2.6 County's Right to Withdraw, Cancel, Suspend and/or Modify RFQ

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFQ for any reason and at any time with no liability to any prospective vendor for any costs or expenses incurred in connection with the RFQ or otherwise.

## 2.7 Proposed Vendor's Right to Withdraw or Modify Quotes

A quote may be withdrawn on written request of the proposed vendor prior to the quote due date. Prior to the quote due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the proposed vendor. No modification, unless in writing, will be accepted.

## 2.8 Quotes Will Not Be Returned

Upon submission, Quotes will not be returned.

## 2.9 Public Disclosure of Quote Documents

If the proposed vendor believes non-public data is included in its quote, the proposed vendor shall clearly identify the data and cite the Minnesota Government Data Practices Act exemption(s).

However, the proposed vendor agrees, as a condition of submitting a quote, the County will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the quote. Pricing, fees, and costs are public data.

The proposed vendor agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

## 2.10 Proposed Vendors' Costs

The County shall not be responsible for any costs incurred by the proposed vendor in connection with this RFQ. Proposer shall bear all costs associated with quote preparation, submission, and attendance at presentation interviews, or any other activity associated with this RFQ or otherwise.

## 2.11 Collusion

If the County determines that collusion has occurred among proposed vendors, none of the quotes of the participants in such collusion shall be considered. The County's determination shall be final.

## 2.12 Conflict of Interest

The proposed vendor affirms that, to the best of its knowledge, its quote does not present a conflict of interest with any party or entity, which may be affected by the terms of a contract resulting from this RFQ. The proposed vendor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Further, the County may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by a proposed vendor in all competitive procurements. To avoid an organizational conflict of interest by a proposed vendor, the County may utilize methods including disqualifying a proposed vendor from eligibility for a contract award or canceling the contract if the conflict is discovered after a contract has been issued. To mitigate or neutralize an organizational conflict of interest by a proposed vendor, the County may use methods such as revising the scope of work to be conducted, allowing proposed vendors to propose the exclusion of task areas that create a conflict, or providing information to all proposed vendors to assure that all facts are known to all proposed vendors. The County may, at its sole and absolute discretion, waive any conflict of interest.

### 3. Scope of Services

The proposed vendor will be expected to personally serve documents generated by Rice County Social Services within the time frame established for that specific case for which the documents are served.

### 4. Quote format and content

Applicants should use the following format in preparing all quotes.

- Use 12-point, Times New Roman font, one-inch margins, and single spaced lines on 8½ X 11- inch paper
- Identification of the proposed vendor, including name, address and telephone number of each firm;
- Name, title, address, telephone and fax numbers and e-mail address of contact person during period of quote evaluation;
- A statement to the effect that the quote shall remain valid for a period of not less than 120 days from the date of submittal; and
- The original quote must be signed by a person who is authorized to execute a contract.
- An explanation or summary identifying how the proposed vendor meets the minimum requirements.
- A brief summary of the proposed vendor's prior experience as a process server.

### 5. Evaluation and Selection

#### 5.1 Quote Evaluation and Recommendation for Selection

The RFQ does not commit the County to award a contract. Submission of a quote as provided herein shall neither obligate nor entitle a proposed vendor to enter into a contract with the County. The County, reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of a quote satisfactorily meets the criteria established in this RFQ; 2) to seek clarification or additional information from any proposed vendor(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any proposed vendor(s) or contractor(s) that did not submit a quote; 4) to reject any or all quotes with or without cause; 5) to waive any irregularities or informalities in a quote; 6) to cancel and/or amend by addenda this RFQ, in part or entirely; and 6) to award multiple contracts to proposed vendors and/or contractors that did not submit a quote.

Evaluation of the quotes by County staff is advisory only. The County Board or the RFQ Administrator may consider or reject such evaluation(s) for any or all quotes. Such evaluations are for the sole benefit of the County Board or the RFQ Administrator, and as such, they are not binding upon the County, nor may they be relied upon in any way by a proposed vendor.

## 5.2 Evaluation of Responsiveness

The County will consider all the material submitted by the proposed vendor to determine whether the proposed vendor's offer is in compliance with the terms and conditions set forth in this RFQ. Responses that do not comply with the provisions in this RFQ may be considered nonresponsive and may be rejected.

## 5.3 Evaluation Criteria

After review of each responsive quote, the County may immediately award a contract to a successful proposed vendor based on the evaluation criteria.

Evaluation factors shall include, but are not limited to, the following:

- Cost
- The level of prior experience as a process server

## 5.4 Execution of Contract

1. A proposed vendor selected during this RFQ will be required to enter into a contract. A proposed vendor must meet all standard contract requirements, including Rice County insurance requirements.
2. Before a contract becomes effective between the County and any proposed vendor, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or the RFQ Administrator does not ratify and sign the contract then there are no binding obligations whatsoever between the County and the proposed vendor relative to the proposed contract.
3. Any contract entered into will not be more than \$15,000 for Personal Service of Documents generated by Rice County Social Services.

## 5.5 Proposed Vendor Qualifications and Experience

To be eligible to function as process server, the proposed vendor must meet the following minimum requirements:

1. Three or more years of experience as a process server, specifically engaging in the personal service of documents;
2. Ability to be bonded by an approved bonding company
3. Meet the insurance requirements established by the County, which may include general liability insurance of not less than \$500,000 for each occurrence and \$1,500,000 aggregate.