

EXHIBIT 1
SOLICITATION NO. 8300001195
SPECIFICATIONS

1. Vendor must ensure that its employee or subcontractor servers follow the specific instructions provided by CSS staff as to the service requirements. CSS requirements may exceed the requirements under OK statute but are required by CSS Administrative rule. For example, CSS may designate that a document package be personal service only and CSS may elect to deny payment for any service which does not satisfy this directive. CSS reserves the final decision as to whether the service meets a finalized invoiced item standard including compliance with CSS administrative rule, court, or current legal opinion.
2. Vendor will receive service referrals through secure electronic means via vendor portal, or as otherwise specified by mutual agreement between CSS and Vendor. The transmission method may vary depending upon developments in technology over the life of the contract and any needed CSS requirement to comply with IRS or other regulation. Vendor must be flexible in the directive for new programming or other change mechanisms to allow for revision of procedures should it be necessary.
3. Vendor must demonstrate and agree in its response to complete service in every county in Oklahoma, whether by its employees, contractors, another company or by the sheriff.
4. Vendor service agent must complete the first personal service attempt by the 10th day after CSS referral or begin the forwarding process to the sheriff within that timeframe.
5. Business substitute service is not acceptable under this contract.
6. Service of process on incarcerated persons will be accomplished through personal service on the warden or jail supervisor per state statute, and not by mailing.
7. The fee for service is to be based upon the number of individuals served and not the number of legal notices served. For example, a CSS office may issue a Notice of Enforcement for our 001 case, and a Citation for Contempt for our 002 case both for obligor John Doe. These are separate legal actions to be served at the same time on the same individual. "Same time" includes on the same date and within one half-hour of the original service time. In such case CSS will be billed for one service of process.
8. Affidavits of service and non-service are required and they must show that diligent effort was made to accomplish service. Diligent effort is defined as efforts to serve the person at his/her residence or place of employment at least three times both during and outside of standard working hours (8am-5pm), and on both weekdays and weekends. Phone calls, texts, and simply reporting that service could be made

at an address cannot be counted towards the diligent effort requirement. The following is a list (partial not complete) of situations where diligent effort is not met:

- a) Vendor or server fails to use Google or other simple internet mapping tool to search to obtain a map or satellite view of the service address prior to attempting service. This would potentially save time and effort for CSS and vendor in eliminating vacant field, etc.
 - b) Vendor service agent attempts to serve through contacting a leasing agent for a property, a bank, or other business during a period which is not reasonably expected to be a normal operating time/day. Examples include, but are not limited to the following:
 - 1) Server attempts to serve a bank employee on Sunday
 - 2) Server attempts to serve at a business on Christmas Eve or during a Federal Holiday
 - 3) Server attempts to contact an apartment leasing office at 9pm.
 - c) Vendor service agent does not residentially serve when the opportunity is readily available, even though personal service is not specified. Instead, the agent delays by making a second attempt later or returning a document that specifies only that “service could be made”.
- 9.** If opposing parties on the same case or companion cases (001, 002, etc.) are to be served for the same court date, additional measures should be taken to ensure that both of the parties are served; also, that an obligor with multiple cases (001, 002, 003 sequences) receives the multiple document packages during the same service attempt.
- 10.** Vendor service agent, upon identifying the following service barriers, shall immediately return the document package to vendor for subsequent referral to sheriff:
- a) No trespassing signage.
 - b) Dangerous animals, individuals, or visible property hazards.
 - c) Evasive or combative residents of property/business.
 - d) Homeless shelter, treatment facility, or other medical treatment entity.
 - e) Gated or secured property with no individuals at gate house.
 - f) Any other location or situation which presents a substantial risk to server, persons to be served, or others in the immediate area.

Referral to a secondary source, such as the sheriff, shall not result in any additional charges to CSS beyond the initial quoted fee for successful service.

- 11.** Vendor representative will serve all documents in accordance with the requirements and laws of the State of Oklahoma, including CSS administrative rule, any applicable federal law, municipal code, and the CSS issuing office.

- 12.** Vendor representative and vendor must be licensed according to county, state, and any other applicable governing body.
- 13.** Vendor representative will exhibit behavior which does not compromise the public's perception of CSS. Service personnel will adhere to any legal and ethical guidelines required or suggested by local or national professional process service licensing or professional organizations. Should vendor representative or his contracting company violate this standard or misrepresent his position in the execution of these contracted duties, CSS reserves the right to request that he and/or his parent company be removed from performance under this contract.
- 14.** Vendor shall respond to all CSS inquiries within twenty-four (24) hours. Failure to respond to status requests on pending service items within twenty-four (24) hours may result in cancellation of referral or denial of payment.
- 15.** Any change in location, business operation, or known suspension of services due to extenuating circumstances must be reported to CSS at least one week prior to the anticipated event.
- 16.** Should Supplier fail to respond to CSS for more than thirty-six (36) hours or not be available at Supplier official location of operations without prior notice, CSS may request immediate termination of the contract.
- 17.** Affidavits and/or papers must meet specified standards, imaged, and available online in a secure portal or alternative electronic delivery method least ten (10) days prior to the scheduled hearing date. CSS will not be required to make payment on service efforts which fail to meet this processing deadline.
- 18.** Maintaining a suitable and reliable method of tracking the progress of referrals submitted is an expected part of this contract. The Vendor must ensure that referrals are not allowed to become stale while awaiting service and that affidavits are returned immediately after and available for access by CSS staff. The burden of supervising vendor's subcontractors or secondary service source (generally sheriff) and ensuring that they complete tasks in a timely manner shall not be shifted to CSS employees. Vendor shall continually monitor the progress of the service attempt and refer to another source if it cannot be completed by the existing resource by the return date.
- 19.** Affidavits must be appropriate for presentation to the court and filing. The heading style and information must match the named court of the attached pleadings, contain the CSS case number, and conform to CSS standards. The affidavit should not contain phone numbers, opinions, or other notes which are generally recorded on informal documents, such as an investigator's field sheet or log. The signature of the service agent must be on the document with a printed version of the same name should the signature be difficult to read. Presentation of any affidavit not meeting these requirements may result in non-payment for the service item.
- 20.** CSS will provide initial training associated with assuming duties under this contract. CSS is willing to explain the specific intricacies of the Oklahoma Child Support system and operating procedure as it relates to this contract.

21. Vendor shall pay all subcontractors and its suppliers promptly and recognize that its failure to do so may have a negative impact on the reputation of the State of Oklahoma and create difficulty with service requests for the State in the future. While the State understands that there may be misunderstandings about payment between Vendor and its subcontractors and suppliers, upon the State receiving more than one report of Vendor non-payment of financial obligations, the State may consider this just cause for termination of the contract.
22. Supplier shall not issue press releases, participate in interviews with electronic or print media or engage in any form of public release of information regarding CSS or the Supplier's duties pursuant to the contract without the prior approval of CSS.
23. Information, computer program elements, reports and other deliverables created under this contract by the Supplier or CSS are the sole property of the State of Oklahoma and shall not be used or released by the Supplier or any other person or entity except with prior written permission of CSS.

24. Computer Access

Vendor will provide online secure access to service referral activities including electronic images of affidavits of service/non-service. This should also contain a log of activities relating to service progress.

- a) Log entries should be displayed in a manner that allows the reader to know who has made the entry to avoid confusion and delay.
- b) Log entries should not be a word for word transcription of the call or email content but a brief restatement of the subject content.
- c) Log detail should exclude any system created notes that do not serve to inform as to service progress.

Vendor should provide a record of complaints or other issues that have been made on a particular referral that are viewable by the appropriate CSS representatives. This will include any information relating to the resolution of the performance issue involved.

The vendor should provide an online access to the investigator notes sheet/service sheet that is the informal recording of the facts not recorded on the affidavit as some of these may prove helpful to CSS in future interactions with the parties served.

25. Requirements for Providing Training, Testimony, Reporting, and Additional Contact

- a) Vendor representatives, including servers, may be required to travel and obtain lodging to provide court or deposition testimony about the circumstances of service at no additional cost to CSS.
- b) Vendor may be required to present training, preferably online through Teams or another service, to CSS/DHS staff when Vendor system initially

is introduced to our division and at select intervals on an ongoing basis.

- c) CSS may require vendor representative attendance at monthly, quarterly, or as needed meetings to discuss ongoing service activity, overall performance deficiencies, or other topics.
- d) Creating reports as needed relating to number of monthly service referrals received, percentage of successful service (only including those where referrals where affidavit has been provided to CSS), cases with errors, and other requested measures.

26. Invoicing/Billing

- a) Supplier will be compensated for each completed service meeting the required standards set forth in the contract. Completed service includes timely imaging and upload of the affidavit. There is no compensation provided for attempted service. The service fee shall be inclusive of all costs, including mileage.
- b) In addition to any other documentation or invoicing requirements in this contract, Supplier shall provide a monthly billing statement to the CSS State Office (as referenced in c) listing each individual service or attempted service, referenced by CSS case number, organized and totaled by the office of issuance, and listing the total number of papers received for service from CSS, identified by the name of the person to be served, the CSS case number, the CSS office of issuance, and the disposition by date and time of each paper, including the county of service/attempted service.
- c) Invoices will be emailed to OCSS.BudgetInquiries@okdhs.org and to the contract monitor of record.
- d) CSS does not guarantee referring any minimum or maximum specified number of papers for service. CSS reserves the right to request services on an “as needed” basis.