

**TERM AND SUPPLY CONTRACT**

THIS CONTRACT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County" and **ELLIOTT HOLDINGS, INC. d/b/a HPS PROCESS SERVICE INVESTIGATION**, 1669 Jefferson Street, Kansas City, MO 64108, hereinafter referred to as "HPS Process," is made and entered into this 20<sup>th</sup> day of November, 2013.

**WITNESSETH:**

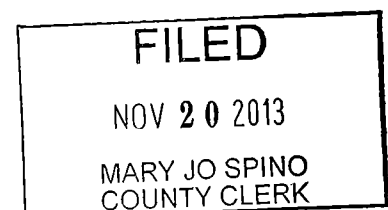
WHEREAS, the County's Family Support Division of the Prosecuting Attorney's Office has a need for legal process services to serve legal process in child support cases; and,

WHEREAS, by Invitation to Bid No. 54-13, the County has solicited formal written proposals for the furnishing of legal process services for use by the Family Support Division; and,

WHEREAS, HPS Process submitted a proposal in response to the County's Bid No. 54-13; and,

WHEREAS, the County evaluated HPS Process's Proposal as adequate and, by Resolution 18283, dated October 21, 2013, awarded HPS Process a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of legal process services for the County; and,

WHEREAS, this Agreement adequately sets out the rights and obligations of the parties regarding this matter; now therefore,



It is agreed by and between the parties as follows:

1. HPS Process shall perform field service of process of legal and administration documents such as summons, petitions, order to show cause, subpoenas, administrative documents and other legal documents as required, in accordance with the specifications set out in the County's Bid No. 54-13.

2. The County's Bid No. 54-13 and HPS Process's Proposal, attached hereto as Exhibit A and incorporated herein by reference, itself are specifically incorporated into this Agreement. Together, these documents incorporate the entire agreement and understanding of the parties. In the event of a conflict among the provision of any of these documents, the provision of the document in the higher position in the following order shall prevail:

- a. This Agreement.
- b. HPS Process's Proposal; and,
- c. Bid No. 54-13.

3. HPS Process shall work as an independent contractor and not as an employee of County. HPS Process shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. HPS Process shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

4. HPS Process shall bill County at the rates specified on Page 16 of its proposal.

5. HPS Process shall bear all the expenses of its work under this Agreement.

6. The term of this Agreement shall commence as of October 28, 2013, and shall continue through October 27, 2014, ("Initial Term") unless earlier terminated as hereinafter provided. Following the Initial Term, and at the agreement of both parties, this Agreement will automatically renew for up to two additional twelve-month periods ("Renewal Terms"), unless and until this Agreement is terminated as hereinafter provided.

7. HPS Process shall be responsible for its own compliance with all applicable federal, state, and local laws and regulations of the jurisdiction(s) in which HPS Process's services shall be rendered.

8. HPS Process promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

9. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. This Agreement shall be governed by the laws of the State of Missouri.

11. HPS Process shall treat all information, not generally and publicly available, learned in the course of providing the services as confidential, and HPS Process hereby agrees not to directly or indirectly disclose such confidential information to any third party. HPS Process will use the Confidential Information solely in connection with providing Services hereunder and will disclose the Confidential Information only to those of its

employees, associates and agents who have a bona fide need to know such information in order to further the purposes of this Agreement.

12. HPS Process shall defend, indemnify, and hold harmless County from and against any and all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees in connection with any Proceeding, to which County is was, or at any time becomes a party or is threatened to be made a party due to an intentional, negligent or wrongful act or omission by HPS Process or its employees or HPS Process's breach of the Agreement.

13. No party hereto shall have the right to assign this Agreement to any other person or firm without the prior written consent of the other.

14. If any other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein. HPS Process and the County recognize that the County intends to satisfy its financial obligation to HPS Process hereunder out of funds annually appropriated for that purpose by the County.

15. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify HPS Process of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated

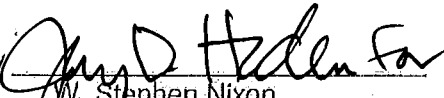
and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

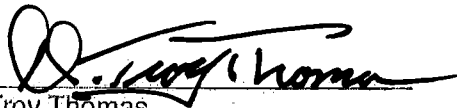
16. This Agreement may be terminated by either party hereto by giving thirty days' notice in writing to the other party of its intent to cancel. In the event of cancellation by the County, payment shall be made to HPS Process for services rendered until the date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or HPS Process may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the HPS Process to the County within three days of the demand of the County.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

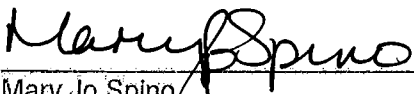
JACKSON COUNTY, MISSOURI

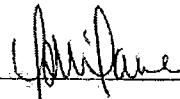
By   
W. Stephen Nixon  
County Counselor

By   
Q. Troy Thomas  
Director of Finance and Purchasing

ATTEST:

ELLIOTT HOLDINGS, INC. d/b/a HPS  
PROCESS SERVICE &  
INVESTIGATIONS

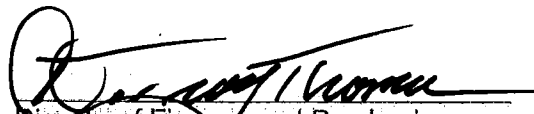
  
Mary Jo Spino  
Clerk of the County Legislature

By   
Federal I.D. Number 43-17916673

#### REVENUE CERTIFICATE

This award is made on a need bases and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

November 13, 2013  
Date

  
Director of Finance and Purchasing



AFFIDAVIT

STATE OF Missouri )  
 ) SS.  
COUNTY OF Jackson )

Lorri Lane of the City of KC  
County of Jackson State of MO being duly sworn on her or his oath, deposes and says;

1. That I am the Manager (Title of Affiant) of Elliott Holdings, Inc. db/a HPS Process Service + Investment (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2012, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Elliott Holdings, Inc. db/a HPS (Name of Bidder)

By: [Signature] (Signature of Affiant)

Manager (Title of Affiant)

Subscribed and sworn to before me this 5 day of September, 2013

[Signature]

NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: February 24, 2017



A. MOON  
My Commission Expires  
February 24, 2017  
Jackson County  
Commission #13452192



**JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM**

Report Date: \_\_\_\_\_ (All reports expire annually on December 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:

Tom Wyrsh  
Contract Compliance Review Director  
415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106

EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)  
FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company Elliott Holdings, Inc. d/b/a HPS Process Service & Investigations  
Street Address 1109 Jefferson Street  
City Kansas City State MO Zip 64108  
Email Address: service@hpsprocess.com  
Website Address: www.hpsprocess.com  
Area Code 816 Telephone Number 842.9800  
Representative Name Lorri Lane

**2. COMPANY STATISTICS:**

- A. Total number of Employees 8
- B. Total Number of Employees who are:
- |                   |                          |
|-------------------|--------------------------|
| 1. Women <u>7</u> | 4. Asian _____           |
| 2. Hispanic _____ | 5. American Indian _____ |
| 3. Black _____    | 6. Other _____           |

YES NO N/A

3. Has your company advertised for applicants since your report? \_\_\_\_\_  \_\_\_\_\_  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? \_\_\_\_\_  \_\_\_\_\_  
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?  
If so, please attach a narrative of such efforts. \_\_\_\_\_  \_\_\_\_\_

- |  | YES | NO | N/A |
|--|-----|----|-----|
| 6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?<br><u>If so, please attach a narrative of such efforts.</u> | —   | X  | —   |
| 7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?  | —   | X  | —   |

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY NONE  
 STREET ADDRESS N/A  
 REPRESENTATIVE NAME N/A  
 TELEPHONE NUMBER N/A  
 EMAIL ADDRESS N/A  
 WEBSITE ADDRESS N/A

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT N/A  
 AMOUNT OF CONTRACT N/A

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	—	—
2. Visual check	—	—
3. Other (specify) <u>N/A</u>	—	—

This Compliance Review Form was prepared and submitted by:

[Signature]  
 Signature  
Lorri Lane, Manager  
 Name and Title  
9/5/13  
 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers 1+2 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

[Signature]  
Signature of Respondent

9/5/13  
Date

Elliot Holdings Inc dba HPS Process Service & Investigations  
Company Name

1609 Jefferson Street  
Address

KC MO 64108  
City, State, and Zip

816.942.9800  
Phone

### GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation To Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the bid opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of bids. All questions must be received in the Office of the Purchasing Department by **September 3, 2013**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be sent no later than one (1) business day before the date set for opening of bids. Addendums to this Invitation to Bid will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers, or employees. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed Certificate of Registration for Foreign Corporation authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

## 1.0 INTRODUCTION

Jackson County, Missouri is seeking bids from qualified firms for a Twelve Month Term and Supply contract, with Two Twelve Month Options to Extend, for the furnishing of Legal Process Services for the Family Support Division of the Jackson County, Missouri Prosecuting Attorney's Office.

The Family Support Division estimates it issued over 2000 documents for service in the past year.

Jackson County, Missouri reserves the right to split the Contract Award for Legal Process Services.

## 2.0 BID REQUIREMENTS

- 2.1 All work performed on any resulting Contract will be performed in the Greater Kansas City Metropolitan Area; if bidder is not located in the Greater Kansas City Metropolitan Area, documentation must be submitted with your bid that details how bidder will perform the work detailed herein.
- 2.2 In preparing its offer, bidder is responsible for familiarizing itself with the delivery locations of the job sites and for informing itself of all structures, hazards, procedures and other conditions affecting prosecution and completion of this contract. A lack of such information shall not be grounds for adjustment of bidder's price after Response Deadline.

## 3.0 AWARD REQUIREMENTS

- 3.1 Successful Contractor must be qualified with experience in and a demonstrated record of success in the Service of Process of Legal and Administrative documents.
- 3.2 Successful Contractor shall comply with any and all Federal, State, Local Laws and Court Rules.
- 3.3 Successful Contractor must provide upon written request evidence of current required Federal, State, Local and Occupational Licenses.
- 3.4 Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under "General Conditions" and Exhibit A included herein within ten business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- 3.5 Successful Contractor will be required to sign a Confidentiality Clause, a sample of which is included herein as Attachment A, page 17 of this Invitation to Bid.
- 3.6 Successful Contractor's Process Servers must be approved and authorized by the 16<sup>th</sup> Judicial Circuit Court (Jackson County, Missouri) and will provide Family Support with the numbers assigned by the Court to each individual of its firm.



#### 4.0 SPECIFICATIONS

##### 4.1 General:

- 4.1.1 Successful Contractor must serve Legal and Administrative documents in Jackson County, Missouri and in the Missouri Counties of Cass, Clay, Platte, Buchanan, Johnson, Lafayette and in the Kansas Counties of Wyandotte and Johnson.
- 4.1.2 The County will not pay for unsuccessful or non-est service within Jackson County, Missouri
- 4.1.3 The County will not pay for testimony in the 16<sup>th</sup> Circuit Court of Jackson County, Missouri if needed by the Successful Contractor's staff.
- 4.1.4 "Service of Process" shall be in accordance with all Federal, State and Local Laws and Court Rules.
- 4.1.5 Successful Contractor will perform field service of process of Legal and Administrative Documents, such as: summons, petitions, order to show cause, subpoenas, administrative documents and other legal documents as required.
- 4.1.6 The first attempt at service is to be performed within seven days of the date of receipt of the service packet. The first attempt at service, and all subsequent attempts at service and additional field notes are to be entered on the Successful Contractor's database.
- 4.1.7 The Successful Contract whenever possible, will attempt and perform personal service by delivery of the service documents to the person named on the face of the document or authorized agent.
- 4.1.8 If personal service is not possible, Successful Contractor will comply with all laws and local rules in serving another party in the household.
- 4.1.9 In an attempt to serve the Successful Contractor will perform reasonable professional inquiry, to include but not limited to, checking with neighbors, property managers, employers, surveying vehicles and license plates. The Successful Contractor will also perform a "skip-trace", prior to determining the process cannot be served on a case.
- 4.1.10 The service of process is to be completed within thirty days of the issuance by the Court of the Summons and in most cases, and within ten days of the Court date on an order to show cause.
- 4.1.11 The Successful Contractor must make multiple attempts at service throughout the period allotted for service of process or will advise Jackson County, Missouri Family Support via phone or email that there is not viable information to proceed and give Jackson County, Missouri Family Support an opportunity to provide an additional address prior to returning the document not served.

- 4.1.12 The original, complete and accurate, return of service/proof of service signed by the person performing the service must state the time, date and location of service, and is to be provided no later than five working days from the date of service. The field sheet detailing all attempts at service and notes must be included with the return of service.
- 4.1.13 The Successful Contractor will attempt service at a specific place, date and time within Jackson County, Missouri upon reasonable notice by the Jackson County, Missouri Family Support Division.
- 4.1.14 If more than one party can be found at one address, the Successful Contractor shall use all efforts to serve multiple parties at one time. Successful Contractor shall only charge for one service of summons when multiple parties are served in one visit.
- 4.1.15 The Successful Contractor will keep all documents secured and confidential.
- 4.1.16 If the Family Support requests the Successful Contractor stop service of process, the Successful Contractor will stop service of process within forty-eight hours of request at no cost to the County.
- 4.1.17 The Successful Contractor will make it's staff available at no cost to Jackson County to testify in the Jackson County Circuit Court when service is contested.

4.2 Technological:

- 4.2.1 Due to the volume of cases that Jackson County, Missouri Family Support handles, the Successful Contractor must be technologically equipped. This will require Internet access, printer, copier and computer hardware, with a database that organizes and keeps track of case activity. Selected Jackson County, Missouri Family Support staff shall be able to access information regarding service activities on the documents given to the Successful Contractor.
  - 4.2.2 The Successful Contractor is required to have email capability and respond to inquiries from Jackson County, Missouri Family Support staff regarding specific cases.
  - 4.2.3 The Successful Contractor shall provide contact information and be accessible via phone during regular business hours.
  - 4.2.4 The Successful Contractor must be able to provide, at any time, a list of service packets/summons currently in the Successful Contractor's possession.
- 4.3 Communications: The Successful Contractor will respond to email or phone calls from Family Support staff within 24 hours of receipt.

- 4.4 Pick-Up and Drop-Off of Documents: The Successful Contractor will provide a courier who will pick-up and drop-off documents each weekday, with the exception of Jackson County, Missouri holidays, at the Jackson County, Missouri Family Support Division, 324 East 11<sup>th</sup> Street, Suite 1100, Kansas City, Missouri 64106. The Successful Contractor may contact Family Support no later than 2:00 PM each workday to see if there is a need to pick-up documents.
- 4.5 Invoice Procedure:
- 4.5.1 Invoices must be legibly prepared and include the case number, name of party to be served, whether service was successful and the location of service, including the date and time.
- 4.5.2 Invoices must be submitted on a weekly basis with the returns of service as directed to the Jackson County Family Support Division, 324 East 11<sup>th</sup> Street, Suite 1100, Kansas City, Missouri 64106.

#### 5.0 REQUIRED SUBMITTALS:

The following information must be submitted, on your company's letterhead and/or format, with your bid package:

- 5.1 Are there any civil or criminal actions pending against your firm or any key staff related in any way to the services to be performed for the County? If yes, please explain in detail.
- 5.2 Are there any unresolved disputes or allegations against your firm or any key staff related in any way to the services to be performed for the County? If yes, please explain in detail.
- 5.3 Has your firm ever been disqualified from working for the County or any other public entity? If yes, please explain in detail.
- 5.4 Please provide a brief summary of your firm, including history, services provided and total number of staff.
- 5.5 Please provide your business plans to approach serving parties, time of day service might be attempted, the information your firm captures on both successful and unsuccessful attempts at service.
- 5.6 Please provide information on your technological capabilities.
- 5.7 Please provide one reference for which your firm has provided similar sized contract services; and at least three other general references for your firm. Information must include business name, contact name, telephone number and email address.

Failure to provide these submittals MAY result in the REJECTION OF YOUR BID.

**6.0 EVALUATION PROCESS**

All bids received that are responsive to the General Conditions, Specifications and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri staff will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted and its decision shall be final.

**7.0 QUESTIONS**

All questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Ten of this Invitation to Bid by 5:00 PM, CDT on September 3, 2013. Point of Contact for the Purchasing Department is Barbara Casamento, email address [bcasamento@jacksongov.org](mailto:bcasamento@jacksongov.org). All questions will be answered in the form of Addenda on the Jackson County Missouri website. Failure to follow this procedure may result in the REJECTION OF YOUR BID.

**8.0 QUOTATIONS**

No.	Description	Pricing
01	Jackson County, Missouri, First Year, price per successful service	\$ 39.50
02	Jackson County, Missouri, Second Year, price per successful service	\$ 39.50
03	Jackson County, Missouri, Third Year, price per successful service	\$ 39.50
04	Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, First Year, price per successful service	\$ 45.00
05	Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, Second Year, price per successful service	\$ 45.00
06	Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, Third Year, price per successful service	\$ 45.00
07	Wyandotte and Johnson Counties, Kansas, First Year, price per successful service	\$ 39.50
08	Wyandotte and Johnson Counties, Kansas, Second Year, price per successful service	\$ 39.50
09	Wyandotte and Johnson Counties, Kansas, Third Year, price per successful service	\$ 39.50

Company Name: <u>Elliot Holdings, Inc. d/b/a HPS Process Service + Investigations</u>	Web Site Address: <u>www.hpsprocess.com</u>
Person Authorized to Sign Bid: <u>Lorri Lane</u>	Telephone Number: <u>816.842.9800</u>
Title: <u>Manager</u>	Fax Number: <u>816.842.9801</u>
Signature: <u>[Signature]</u>	Email Address: <u>service@hpsprocess.com</u>
Street Address: <u>1409 Jefferson Street</u>	
City, State and Zip Code: <u>KC, MO 64108</u>	

Attachment A  
**CONFIDENTIALITY CLAUSE**

Contractor shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. Contractor shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between County and Contractor, or between County and Contractor and any other party County requires Contractor's officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:**

Project Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Number: \_\_\_\_\_

Elliott Holdings, Inc. db/a HPS Process Service + Investigations

**Oath of Confidentiality**

(a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that:

- (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party;
- (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party;
- (3) was known to the receiving party at the time of disclosure;
- (4) is generated independently by the receiving party, or;
- (5) is required to be disclosed by law, subpoena or other process.

(b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, including this Agreement.

PRINTED: Tom Lane  
Contractor Name/Employee

SIGNED: [Signature]  
Contractor Name/Employee

DATE: 9/5/13

### EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

#### 1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising Injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

#### 2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

#### 3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

#### 4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

#### 5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

#### 6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

#### 7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

**EXHIBIT F**  
**BIDDER'S EXCEPTIONS**  
**TO**  
**SPECIFICATIONS**  
**OF**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 54-13**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. READ THIS PARAGRAPH CAREFULLY.

The following exceptions to the Specifications of Invitation to Bid No. 54-13 are requested by the undersigned Respondent: (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	None

Name of Firm: Elliot Holdings, Inc. db/a HRS Process Service + Investigations

Signature of Bidder: [Handwritten Signature]



5.1 HPS is currently a co-defendant in a civil lawsuit alleging defective return of service was filed. Our Professional Liability Insurance Coverage is providing legal defense and we are vigorously fighting the action. This is the only litigation were HPS is a defendant.

5.2 See 5.1, this is the only instance of an unresolved dispute.

5.3 No HPS has never been disqualified from working for the County or any other public entity.

5.4 HPS was first established in 1976. HPS Process Service & Investigations is 100% owned by Elliott Holdings, Inc., an "S" Corporation, which in turn is 100% owned by Dwight L. Elliott. Currently, HPS has 8 full time office staff working inside our offices which are located at; 1669 Jefferson Street, Kansas City, MO 64108. Mr. Elliott serves as a full time employee also. Approximately 15 "independent contractors" currently handle our legal process service in and around the greater Kansas City area. This group of male and female independent contractors serves legal process up to approximately 100 miles from downtown Kansas City.

If awarded the contract, HPS would assign a senior level employee to oversee all aspects of the awarded responsibilities. Additionally, two of the HPS experienced office staff would be assigned to assist full time with the administrative processes of the work. If needed, additional HPS staff members would be called upon to assist with any and all phases of the contract.

HPS operates with an in-house computer server which handles 10 networked computer work stations. Software utilized is Microsoft Windows 2007. All process service work is processed utilizing Database Services, Inc., Process Servers Toolbox Software. HPS has utilized this process serving software for approximately 17 years. All functions regarding the contract would be handled inside our office in Kansas City; however, the Kansas City, Missouri work would be specifically coded and handled by an assigned account representative. All work monitoring, follow up, return of service affidavit preparation, billing and invoice collections would also be segregated within our current operating systems.

Services that HPS provides includes, process serving, skip tracing, and private investigation. HPS Investigations services include, asset searches, criminal/civil investigations, locate services (residential/employment confirmed and verified), and surveillance of subjects.

HPS has never failed to complete a contract with any client. HPS strives to be the best at what we do and goes above and beyond to satisfy our clients.

HPS currently holds bulk contracts (no serve/no pay) with DCF Kansas City, KS; DCF Topeka, KS; DCF Wichita, KS; Sedgwick County Trustee, KS; and Jackson County, Missouri (tax/water, misc.). HPS currently holds the Interstate contact with the State of





Missouri to serve their support papers out of state. HPS is very familiar with bulk contracts and has the staff/ servers/ and equipment to handle more contracts.

**5.5** The role HPS shall undertake is the service of process, by delivering court documents in a manner prescribed by Missouri law to an individual(s) or companies. By service of process, the individual will be notified of a pending lawsuit or legal action against him or her. Service of process can be accomplished several ways – personal service upon the individual or substitute service, by leaving with a family member who is a resident of the dwelling and over the age of 15 years old. HPS will provide four attempts on different days and times in order to accomplish service.

Our role is to assist Jackson County Family Support in the service of process and to get individuals served, using our industry knowledge.

HPS office's in a two story building that is capable of expansion and growth. Our office staff works five days a week, at least 40 hours per week. The President of HPS works six days per week and a minimum of 50 hours per week. All of the staff at HPS are team players and are not afraid of hard work.

HPS fully understands the project at hand and would like to partner with the Family Support Division of Jackson County, Missouri Prosecuting Attorney's Office to get targets served. HPS understands that we would need to pick up all services at 324 East 11<sup>th</sup> Street, Suite 1100, Kansas City, Missouri and has no problem doing daily pickups.

HPS will pickup and deliver all documents for service to our offices at 1669 Jefferson Street, Kansas City, Missouri. Once the documents are received in the office, they are entered into our computer system with the following information: client's name; firm name, address, phone and fax number; service fee; style of the case; case number; reference number (if provided), deadline for service; court date (if applicable); type of writ(s); first, middle (if provided) and last name of person to be served, along with the service address. If any other information is provided, such as a description, etc., this information can be noted in the computer and printed out on a field sheet for the designated server to refer to.

Once the information is entered into our computer system, a job number is assigned and a "field sheet" is generated, which provides the server with a hard copy of all the information that has been entered into our system.

The field sheet provides a place for the server to document each attempt with the date, time and any special notes (i.e.; no lights on, car in driveway, papers in driveway, etc.) Once service has been accomplished, the server notes the date, time and description of person served on the field sheet for use in completing an Affidavit of Service. Two field sheets are generated by our computer program. One copy remains in the server's folder in the office. The other copy is given to the server with the service documents.



Our office will immediately contact your office via email or phone call to advise of any status update (i.e.; bad address, person moved, no longer employed at location, etc.). We have several avenues that are taken to verify that a provided address is not a correct or viable address. If a server is unable to establish contact at a provided address, they will interview neighbors to ascertain whether or not the individual does reside at the address without divulging the purpose of the inquiry. If we are unable to interview the neighbor(s), we have access to online directories and databases to assist us in obtaining the most current address for an individual. Any new information obtained will be posted on the HPS website, so the client's files are kept up to date at all times. Should we be unsuccessful in obtaining new information, we then contact our client to inquire as to any additional information the client might have that could assist us in the service of process. The method used to contact our clients is based upon the client's preference. Some of our clients prefer email, while others prefer a phone call. If an email address is included in our client's profile, we are able to send an email directly from the job entered in our computer system. If a phone call is made, the notes are documented in our computer also. We are always able to see the history of a particular file for reference at any time.

All servers report to the office at least once a day to do their daily paperwork. The usual time frame for an Affidavit of Service to be signed by the server would be within 48 hours of service and would be submitted weekly to the Jackson County Family Support Division. Under normal circumstances, clients are either called or emailed with service information, dependent upon the client's preference. Our Affidavit of Service will contain the client's name, firm name, address, phone number, fax number, service fee, style of the case, case number, reference number (if provided), court date (if applicable), type of writ(s), name of person to be served and name of the individual served (and relationship if substitute serve), along with the date, time and address where served. If any other information has been obtained, it will be noted in the "Additional Information Pertaining to the Service" section on the Affidavit of Service.

Should the service be unsuccessful, an Affidavit of Due Diligence is generated, which provides the dates and times of all service attempts. Any additional information gathered is also recorded and documented on the Affidavit of Due Diligence.

All servers are fully aware of the respect for privacy in service of process. Should an individual be served at their place of employment, we ask the individual if there is some place we could go in private, in order to respect their privacy. When neighbors are interviewed; again, the purpose of our visit is not disclosed, even if asked.

We are fully staffed and prepared to handle as many job orders as is possible. In fact, we have individuals on a "waiting" list, just waiting for our company's growth and expansion so they can go to work.

Service of individuals is attempted at different times on different days until contact is made. Service is normally attempted the first time in the evening due to people working during the day. Service if not accomplished on the first trip is then attempted again at a different time. HPS understands that an attempt needs to be made after 6pm and between



7am-5pm. HPS believes the best times to serve defendants are either in the evening or early morning after people get home from work or before they leave. HPS also understands that sometimes people might work unusual hours and we will attempt in the mid-morning and afternoons too. HPS also attempts service on weekends trying to get targets served.

HPS strives to be the best and we go above and beyond to get the target served. We at HPS would like to think that our success rate is serving 3 out of 4 targets. Success rates vary on the addresses given if they are good

The information obtained when trying to serve a paper would include discretely talking to neighbors to gather information, running tags that are parked at the residence and talking to anyone answering the door (discretely). HPS can also do a little searching using our database to obtain whether the target has moved and if they have a new address.

HPS would love to have the opportunity to work with the Jackson County Family Support Division and would do the best job possible in getting papers served. HPS will follow all instructions from the client and will be in constant communication with the client about the services.

HPS is dedicated to each and every client in the service of process. We provide integrity, confidentiality and loyalty to each and every client. Our goal is to get each individual served as quickly as possible and to immediately contact our client to report any situation we feel our client needs to be aware of. The first attempt at service is always within 24 hours of receipt of the documents. The phones are answered 24 hours a day, seven days a week. We always go the extra mile for each one of our clients. That is why we are where we are today!

HPS has been in business over 37 years and has developed outstanding relationships with some of the top law firms in the United States, as well as, local Kansas City Law Firms. The outstanding service we provide keeps our clients coming back. Loyalty is the key!

HPS is available 24/7. We maintain a staff of approximately 15 servers who are all ambitious and are willing to go the extra mile.

We are members of National Association of Process Servers (NAPPS), The United States Process Servers Association and The New York State Professional Process Servers Association, New Jersey State Process Server Associates, Florida Association of Process Servers, Texas Process Servers Association, Oregon Process Server Association and the California Association of Process Servers.

HPS can start serving Jackson County Family Support's legal documents as soon as needed. HPS is ready for this assignment and is prepared to partner with Jackson County Family Support Division.

HPS feels that performance does matter, because getting legal documents served is



pertinent to the court case going on. Jackson County Family Support Division can measure performance by the amount of papers served or non-served by HPS. HPS feels that partnering with Jackson County Family Support Division would be beneficial to both parties involved and is excited and ready to take on this project.

**5.6** HPS operates with an in-house computer server which handles 10 networked computer work stations. Software utilized is Microsoft Windows 2007. All process service work is processed utilizing Database Services, Inc., Process Servers Toolbox Software. HPS has utilized this process serving software for approximately 14 years. HPS also has 6 phone lines for verbal communication. HPS utilizes faxing when necessary but primarily communicates via email as to leave a paper trail.

**5.7** References:

Nikola Smith  
KCMO- Taxes  
414 East 12th Street  
Kansas City, MO 64106  
Phone: (816) 513-3100

Melissa Johnson  
DCF- KC/Topeka/Wichita  
915 Southwest Harrison  
8<sup>th</sup> Floor  
Topeka, KS 66612  
785-296-1955

Joni Wilson-Colby  
Sedgwick County Trustee  
525 North Main  
Suite 823  
Wichita, KS 67203  
316-641-1840