### **TERM AND SUPPLY CONTRACT**

### 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, Baker Surveillance submitted a proposal in response to the County's Bid No. 54-13; and,

WHEREAS, the County evaluated Baker Surveillance's Proposal as adequate and, by Resolution 18283, dated October 21, 2013, awarded Baker Surveillance 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,

**FILED** 

NOV 2 0 2013

MARY JO SPINO

It is agreed by and between the parties as follows:

- 1. Baker Surveillance 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 Baker Surveillance'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. Baker Surveillance's Proposal; and,
  - c. Bid No. 54-13.
- 3. Baker Surveillance shall work as an independent contractor and not as an employee of County. Baker Surveillance 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. Baker Surveillance 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. Baker Surveillance shall bill County at the rates specified on Page 16 of its proposal.

- 5. Baker Surveillance 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. Baker Surveillance shall be responsible for its own compliance with all applicable federal, state, and local laws and regulations of the jurisdiction(s) in which Baker Surveillance's services shall be rendered.
- 8. Baker Surveillance 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. Baker Surveillance shall treat all information, not generally and publicly available, learned in the course of providing the services as confidential, and Baker Surveillance hereby agrees not to directly or indirectly disclose such confidential information to any third party. Baker Surveillance 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. Baker Surveillance 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 Baker Surveillance or its employees or Baker Surveillance'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. Baker Surveillance and the County recognize that the County intends to satisfy its financial obligation to Baker Surveillance 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 Baker Surveillance 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 Baker Surveillance 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 Baker Surveillance 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 Baker Surveillance 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:

JACKŚON COUNTY, MISSOURI

W. Stephen Nixon County Counselor

Q. Troy Thomas

Director of Finance and Purchasing

ATTEST:

Mary Jo Spino

BAKER SURVINVESTIGATIONS

SURVEILLANCE

AND.

Charlie

<sub>s.</sub>, Baker

Digitally signed by Charlie Baker DN: cn=Charlie Baker, o=B.S.I.S., ou, email=contact@bsis.info, c=US=-

C=05 Date: 2013.11.08 14:36:29 -06'00'

Federal I.D. Number <u>20-1171642</u>

# **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.

Marcober 13 2013

Clerk of the County Legislature

Director of Finance and Purchasing



Jackson County Missouri Invitation to Bid No. 54-13 Page 2 of 19

A TERM AND SUPPLY CONTRACT for the furnishing of Legal Process Services for the Family Support Division
A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred
to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid
Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to

The parties may annually extend this Contract beyond its original term for a time, not to exceed 24 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor 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.

Whatsoever be interested in or receive day solution
If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Parchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.) Destination and there shall be no obligation on the part of any member of such
Council to utilizing act).  (Check one) Yes No Initials CCB . Minimum order, if applicables to this contract has no part of this Contract has contra
been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded: Baker Surveillance & Investigation Serie Phone No: (816) 272-8215  CONTRACTOR'S NAME: Baker Surveillance & Investigation Serie Phone No: (816) 272-8216
ADDRESS: 233 SVV Greenwich DR. Suffer Lees Summit Wio 1 Land Control C
SIGNATURE OF AUTHORIZED AGENT: Charille-kcprocessserver.com
FEDERAL ID NO: 2U-11/1642 and/or SOCIAL SECURITY NO: (Check If Applicable)
SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (MBE). COLOR TO SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (MBE). COLOR TO SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (MBE). COLOR TO SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (MBE): COLOR TO SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (MBE): COLOR TO SPECIFY: COLOR TO SPECI
SIGNATURE OF Q. TROY THOMAS: DATE:

### **AFFIDAVIT**

STATE OF
Independence  County of Jackson  State of Missouri  being duly sworn on her or his oath, deposes and says;  1. That I am the MACS / MARAGE (Title of Affiant) of DOKES COTVEY AND SAID (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.
and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquity 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.  Baker Surveillance & Investigation services  (Name of Bidder)  By: (Signature of Affiant)
Subscribed and sworn to before me this 10 day of Sept ( , 2013
Doloes m mc munay
NOTARY PUBLIC in and for the County of Jack (SEAL)
My Commission Expires: 61 – 1/3 ~ 2011  DOLORES M McMURRAY  Notary Public-Notary Seal  STATE OF MISSOURI  Jackson County  My Commission Expires: Jan. 13, 2016  Commission # 11415722

Jackson County Missouri Invitation to Bid No. 54-13 Page 4 of 19

# JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report D	ate: 7~B	-13	'(All reports ex	pire annually on D	ecember 31 <sup>st</sup> )	
DIRECTIONS FOR CO Please fill out form com If a question addresse blank. Please be sure office at (816) 881-346	pletely. If a questi s an area which c this and subseque	on refers to "past r loes not apply to nt reports are SIG	eport" and this is your company, NED AND DATE	s your first one, pla such as (subcontr D. If you have any	ce "1 <sup>st</sup> Report" in t actors), place "N or questions, pleas	the blank. /A" in the se call our
Mail/Fax or Email ro Tom Wyrsch Contract Comp 415 East 12 <sup>th</sup> S Kansas City, M EMAIL: <u>cro@jacksc</u> FAX: (816) 881-1	liance Review Dire itreet - 2 <sup>nd</sup> Floor issouri 64106 ongov.org	ector				
1. COMPANY DE	SCRIPTION:					
Street Ad Lee City Email Ad Website Area Coo Represe	dress:  Address:  (816)  Tele  Chattative Name	phone Number_2 rlie Baker	uite 222	64082	- - - -	
A. Tota	number of Employ	/ees				
	Number of Emplo	yees who are:				
1. Wor 2. Hisp 3. Blac	anic 5	Asian American Indian Other	· .	YES NO	N/A	
if so please a	pany advertised for ttach a list of public and copies of sucl	cations <u>in which ac</u>	our report? Is appeared, the	dates	$\checkmark$	
4. Has there beer and key persor	n an effort since yo nnel to the spirit an If so, please a	ur last report to fur d intent of the prog attach a detaile	gram?		$\checkmark$	
	en any adjustments tach a narrative of		quisites or your re	ecruiting and intake	e procedures?	

Jackson County Missouri Invitation to Bid No. 54-13 Page 5 of 19

		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?  If so, please attach a narrative of such efforts.		· 	<b>✓</b>	
7.	Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?			Ø	
List all i Womer	minority contractors/suppliers (Minority Owned Business Enterprises ME Owned Business Enterprises WBE) with which you have contracted du	BE or uring this	reporting	g period.	-
NAME	OF COMPANY				
	T ADDRESS				
	SENTATIVE NAME				
TELEP	HONE NUMBER				
	ADDRESS				•
	TE ADDRESS				•
PRODU	JCTS, SERVICE, AREA OF SCOPE OF WORK:				
DURAT	ION OF CONTRACT				
AMOU	NT OF CONTRACT			•	
	T THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDIT				
REPEA MBE/M	BE FIRMS WITH WHOM YOU HAVE CONTRACTED.				
Figures	of Employment Analysis section of this report was obtained from: YES  1. Available employment		NO K		•
	2. Visual check 3. Other (specify)		<u> </u>		
This Co	ompliance Review Form was prepared and submitted by:	2			
	Char				res/manapl
	7-	gName	and Tit	le 	
	<del></del>	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.

### STATEMENT OF NO BID

TO:

Jackson County Purchasing Department Jackson County Courthouse 415 East 12th Street, Room G1 Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to Bid for the following reasons(s):
Specifications too "tight", i.e., geared toward one brand or supplier.
Insufficient time to respond to the bid.
We do not offer this product or service.
Our schedule would not permit us to perform.
We are unable to meet specifications.
We are unable to meet bond requirements.
Specifications are not clear (explain).
We are unable to meet insurance requirements.
Remove us from your list for this commodity or service.
Other (explain).
REMARKS
<u> </u>
Company Name: Baker Surveillance & investigation Services
Signature:
Telephone: (810) 272-8213
Date:

Jackson County Missouri Invitation to Bid No. 54-13 Page 7 of 19

# ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers_in accordance with information, instructions, and stipulations set forth therein.	and that this Bid is submitted
Signature of Respondent	$\frac{9-8-3}{\text{Date}}$
Baker Surveillance & Investigation Services	
Company Name	
233 SW Greenwich DR, Suite 222	
Address	
Lee's Summit MO, 64082	(816)272-8215
City, State, and Zip	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. 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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 9 of 19

- 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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 10 of 19

- 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 is 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 Statues, 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 Statues, 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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 11 of 19

- 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 it's 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.
- 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 it's 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 16th 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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 15 of 19

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 11th 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:

- 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.
- 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.
- Has your firm ever been disqualified from working for the County or any other public entity? If yes, please explain in detail.
- Please provide a brief summary of your firm, including history, services provided and total number of staff.
- 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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 16 of 19

# 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. 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 REJECTIONOF YOUR BID.

# 8.0 QUOTATIONS

	Description	Pricing
No.	Description	\$ 30.00
01	Jackson County, Missouri, First Year, price per successful service	<b>\$</b> 32.50
02	Jackson County Missouri, Second Year, price per successful service	\$ 35.00
03	Third Vear price per successful service	L'
04	Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, First Tear, price per	\$ 42.50
	successful service Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, Second Year, price per	\$ 45.00
05	Cass, Platte, Clay, Buchanan, Johnson, Dalayette, Hisbourt Commission, Dalayette, Hisbourt	10.00
l	successful service Successful service Third Year price per	\$ 47.50
06	Successful service  Cass, Platte, Clay, Buchanan, Johnson, Lafayette, Missouri Counties, Third Year, price per	47.50
	l	\$ 32.00
07	Wyandotte and Johnson Counties, Kansas, First Year, price per successful service	\$ 35.00
08	VIV dette and Johnson Counties, Kansas, Second Year, price per successitu service	<u> </u>
<u> </u>	Wyandotte and Johnson Counties, Kansas, Third Year, price per successful service	\$ 40.00
09	wyandotte and Johnson Courter,	

	Web Site Address: www.kcprocessserver.com
Company Name: Baker Surveillance & Investigation Services	Telephone Number (816)272-8215 .
Person Authorized to Sign Bid: Charlie Baker	Fax Number: (816)272-8216
Title: Owner / Manager	Email Address: contact@kcprocessserver.com
Signature:	Elitan Address. comacignoprocesses venes.
Street Address 233 SW Greenwich Dr., Suite 222	
City, State and Zip Code Lee's Summit, MO, 64082	

# 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 an 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.

CON	TRACT	OR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:		
		Prosess 5= Nice 54-13		
Project Name:		Baker Surveillance & Investigation Services		
Conti	actor N	ame: UNKNOWN		
Conti	ractor N			
Oath		fidentiality		
(a)	receivi	er party shall disclose Confidential Information (as hereinafter defined) of the other party. The ing party shall use the same degree of care as it uses to protect its own confidential information nature, but no less than a reasonable degree of care, to maintain in confidence the confidential nation of the disclosing party. The foregoing obligations shall not apply to any information that:		
<ol> <li>is at the time of disclosure, or thereafter becomes, part of the public domain through other than the receiving party;</li> </ol>				
	(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	he purpose of the above paragraph, Confidential Information shall mean any information ified by either party as Confidential and/or Proprietary, including this Agreement.  Baker Surveillance & Investigation Services / Charlie Baker		
PRIN	NTED:	Contractor Name Employee		
SIG	NED:	Contractor Name/Employee		
DAT	E:	<u> </u>		

### **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.

Jackson County Missouri Invitation to Bid No. 54-13 Page 19 of 19

### 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. <u>READ THIS PARAGRAPH</u> 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
· · · · · · · · · · · · · · · · · · ·	
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	1 1
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	,
•	

Name of Firm: Baker Surveil	ance & investigation Services
1	KM
Signature of Bidder:	(\M)
	<b>S</b> (* )



"We find them, when no one else can"
233 SW Greenwich DR
Suite 222
Lee's Summit, MO, 64082
(866) 965-5355

### Submittals

<u>5.1</u>

NO

<u>5.2</u>

NO

<u>5.3</u>

NO

### <u>5.4</u>

Baker Surveillance & Investigation Services is a company principally located within Jackson County Missouri. Baker Surveillance & Investigation Services are a full service Private Investigation & Process Service Agency. Services provided are process service, skip tracing, background checks, Asset checks, and Surveillance. Baker Surveillance & Investigation Services opened in 1997 as Baker Security & Investigation Services. Baker Surveillance & Investigation Services has served thousands of documents and has extensive skip tracing experience. Baker Surveillance is part of a national association and can facilitate service almost anywhere in the United States and in some international locations. Baker Surveillance has a total of 6 people available for service of documents for Jackson county.

### <u>5.5</u>

First attempt at service on a document unless it's a rush will be the following business day. Depending on jurisdiction first attempts may be as early as 7 am, and attempts will be made on documents in the am afternoon and evening. Attempts at service will go all the way as late as 9:45 PM depending on jurisdiction. Each attempt will be documented by photo, either of the people being served or their residence or employer. Any vehicle tags will be notated as well as any other relevant information in locating and service a respondent.

#### <u>5.6</u>

Process server vehicle will have mobile internet with a tablet and or laptop with a mobile printer. The mobile internet and printer will allow persons in the field to not only update service information but allow them in cases of a rush to print documents in the field so that process server can do so without a need to return to the office.

Baker Surveillance & Investigation Services uses the Serve Manager program which allows online access to updates, invoicing, process server field notes, etc. Serve Manager uses an app that is located on server's cell phone allowing updates as they happen also documenting the GPS data for the server's location at the time of service or attempt which stops bad service.

### 5.7

Service	Cilent:

James Waterman BSG Steel <u>legal@bsgsteel.com</u> (901) 302-9182

Skip trace Client:

Shana White Director of Finance at Farm to Market Bread Co. shanawhite10@aol.com (816) 365-9957

Missy Konecny Budget Rental Car of Kansas City missyk@budgetkc.com (816) 243-5757

Jason hurst Hurst Publishing Jason@hurstpublishing.info (706) 993-1901