

Request for Legislative Action

Res. #21153

Sponsor: Venessa Huskey

Date: February 7, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21153
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	2/7/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twenty-Four Month Term & Supply Contract with One Twelve Month Option to Extend for the furnishing of Legal Process Service for use by the Prosecuting Attorney's Family Support Division to D&B Legal Services under the Terms and Conditions of Request for Proposal No. 108-22.

Request Summary

The Prosecuting Attorney's Family Support Division requires One (1) Twenty-four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Service of Process of Legal and Administrative Documents.

The Prosecuting Attorney's Family Support Division is required to serve documents on the majority of child support cases and historically has found it advantageous and economical to secure the services of a highly skilled Professional Process Service Company at a set fee for Twenty-four (24) month period and to have One (1) Twelve (12) Month Option to Extend to provide Service of Process of Legal and Administrative Documents.

The Purchasing Department issued Request for Proposal No. 108-22 in response to the department need. There were two qualified responses to Request for Proposal No. 108-22. An Evaluation Committee reviewed and scored the responses; the high score of 97.5 was received by D&B Legal Services. A recommendation Memorandum is attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the Prosecuting Attorney's Family Support Division recommend an award of One (1) Twenty-four (24) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Service of Process of Legal and Administrative Documents to D&B Legal Services as the lowest and best proposal received under the terms and conditions of Request for Proposal No. 108-22. The estimated annual usage for this contract is \$40,000.

This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations.

Contact Information

Department:	Family Support	Submitted Date:	1/19/2023
Name:	Brian Test	Email:	BTest@jacksongov.org

Request for Legislative Action

Title:	Office Administrator	Phone:	816-881-3159
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Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	4103 (Family Support)	56760 (Court Costs & Investigation Serv.)	\$ 0

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
18283	October 21, 2013
18707	February 2, 2015
19733	February 12, 2018

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%

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VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.	

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History

Submitted by Family Support requestor: Brian Test on 1/19/2023. Comments:

Approved by Department Approver Melissa A. Mauer-Smith on 1/19/2023 2:44:21 PM. Comments:

Returned for more information by Purchasing Office Approver Barbara J. Casamento on 1/23/2023 11:40:49 AM. Comments: You will need to add the following to summary:
Reference to Section 1054.6 and your estimated annual usage

Vendor Compliance is expired - need new one

You will need to provide an explanation of why a 24 month contract with 1 12 month extension is required

Submitted by Requestor Brian M. Test on 1/26/2023 2:45:31 PM. Comments:

Approved by Department Approver Melissa A. Mauer-Smith on 1/26/2023 2:52:25 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 1/27/2023 11:06:44 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 1/30/2023 9:00:05 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 1/30/2023 9:17:19 AM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 1/30/2023 9:43:26 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/2/2023 10:20:02 AM. Comments:



JEAN PETERS BAKER
Jackson County Prosecuting Attorney

MEMORANDUM

To: Barbara Casamento, Purchasing Administrator, Finance/Purchasing Department

From: Melissa Mauer-Smith, Director, Prosecutor's Office - Family Support Division

Date: January 12, 2023

Re: **Evaluation of Request for Proposal No. 108-22 (Process Service)**

The Jackson County Prosecutor's Office - Family Support Division formed an evaluation committee consisting of 6 members, including Attorneys and Technical staff that routinely utilize the services of Process Servers in their daily work.

Each member of the Committee thoroughly reviewed the RFP and the two responses. The committee met together to review each factor of the submitted bids. The references for each responding company were checked by requesting each reference answer the same questions for each bidding company. The responses from the references was provided to the evaluation team for review. Each member of the evaluation committee completed their individual scoring on Bonfire for each of the responding companies in the areas of Qualifications and Experience, References and Pricing. Bonfire provided these scoring results: D&B Legal Services received a score of 97.5 and InfoTrack US received a score of 41.33.

Based on the 97.5 points independently awarded by the six members of the Committee to D&B Legal Services, the Prosecutor's Office Family Support Division Evaluation Committee recommends the bid be awarded to D&B Legal Services.

In particular, the committee felt that the proposal from D&B Legal Services submitted the best proposal to meet the needs of the Prosecutor's Office Family Support Division, the following reasons were highlighted by members of the committee:

- Response specifically stated the exact number of number of Process Servers and staff available, which are adequate to meet our high volume needs
- The management has over 30 years years of experience in this field
- A minimum number of 3-4 service attempts will be provided for each person to be served
- The company agreed to meet all the requirments listed in the RFP, including: courier, service, field photos, field sheets, skip tracing, court testimony and online access to their database
- References were from Law Offices that use D&B Legal Services to serve a high volume of documents, which would be similar to the needs of the Family Support Division
- References provided strong recommendations and letters of reference and have used D&B Legal Services for 10 – 15 years
- The pricing structure for the work provided was reasonable and appropriate and significantly more affordable to the Family Support Division
- There are no pending legal actions against this company

KAREN NATIONS

Attorney-at-Law
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Overland Park, KS 66282

Phone: (913) 825-1455
Fax: (913) 825-1450

Admitted in KS, MO,
DC, NJ and NY

December 13, 2022

Jackson County Prosecutor's Office
Purchasing Department
Jackson County Courthouse
Legal Process Service
415 E 12th St
Kansas City, MO 64106

RE: Legal Process Service – D & B Legal Services, Inc.

Dear Sir or Madam:

I am a sole proprietor and much of my practice is in Missouri. I have used D&B Legal Services for our service of process in Missouri, Kansas and other areas for over 10 years. I have extremely satisfied with their performance of the process servers with D&B. They go out of their way to try and locate the defendants for me. I have often been contracting while the server is in the field looking for alternate addresses to ensure the defendant is served.

I have several friends that also use D&B. We have discussed their performance and even recommended D&B to others that express dissatisfaction with their process servers. After a few months of using D&B my friends have indicated they are very satisfied with D&B's performance.

I understand that they are current putting in a bid for handling your process serving. I highly recommend D&B as process servers. If you have any questions about the service or relationship with D&B, please do contact me at the phone number above.

Very truly yours,



Karen Nations

EVANS MULLINIX

STEVE N. GATZOULIS
SHAREHOLDER • ATTORNEY AT LAW
Fax: 913.962.8702
sgatzoulis@emlawkc.com

December 14, 2022

Jackson County Purchasing Department
Room G-1 Ground Floor
Attn: Barbara Casamento
Jackson County Courthouse
415 E. 12th Street
Kansas City, Missouri 64106

Re: Request for Proposals No. 108-22 – Legal Process Services for the
Jackson County Missouri Prosecutors Office Family Support Division

Dear Ms. Casamento:

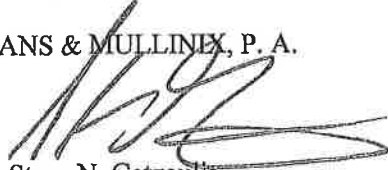
I am writing this letter in support of the proposal submitted by D&B Legal Services, Inc. to provide legal process services as referenced above. Our firm has used D&B Legal Services, Inc. for approximately ten (10) years and they have always provided high quality legal process services for our firm. I have also referred D&B Legal Services, Inc. to other law firms and have always heard that they were very satisfied with the services provided.

We are always able to communicate with the servers if there is a question or issue and can go on-line to track the service in any case. In addition, D&B Legal Services, Inc. uses video and audio recordings, if needed, to verify the information on the return of service, all of which is very helpful to us and our practice. We have a very large collection practice and use D&B Legal Services, Inc. exclusively for our service of process needs, in Missouri and in other difficult cases where the sheriff is not successful.

Please advise if you need anything further from me. I would be happy to discuss the services of D&B Legal Services, Inc. if needed.

Sincerely,

EVANS & MULLINIX, P. A.


By: Steve N. Gatzoulis

SNG:llm
cc: D&B Legal Services, Inc.



Response to Bid No. 108-22

5.1.2.1 – 5.1.2.2 D&B Legal Services, Inc., a full service investigative agency, was incorporated in the state of Kansas on May 14, 2003. The owners Bill and Dee Powell, have a combined total of 30 plus years of high quality service and experience in providing legal support services. While working for local law firms in the Kansas City Region, this dynamic husband / wife team were able to identify the need for a quality support service that was lacking in the area. They both recognized there were many needs not effectively being met in the surrounding metropolitan area, and they set out in the early 2000's to assist in meeting those critical needs by providing very specialized and focused services.

We at D&B Legal Services, Inc. are extremely proud of our reputation, knowledge and support services provided to our clients. In 2022 we were awarded "Vendor of the Year" award by the Kansa City Paralegal Association in recognition of the services we provide. We consistently strive to provide the most professional service available while meeting our own high standards and best practices for conducting business. In addition to meeting our high standards of professional business ethics, our services are in accordance with the Code of Ethics of the National Association of Legal Investigators. D&B Legal Services, Inc. is an S. Corp. and owned by Dee Powell with 51% controlling shares and Bill Powell with 49% controlling shares, respectively.

5.1.2.3 D&B Legal Services, Inc. employs a total number of 5 individuals for office duties, 13 process servers and 3 couriers are contracted by D&B Legal Services, Inc. We also contract and register with Jackson County Circuit Court over 60 process servers that are located all over the United States to help us provide nationwide service to our clients. We also have access to a nationwide network of process servers in the event we do not have a contractor in a given area.

5.1.3 References attached.

5.1.4 Our process server's follow industry standards and court rules. Our process servers make a minimum of 3-4 attempts that should include a Morning, Afternoon, Evening and Weekend attempt. When service is successful our process servers are instructed to do their best to obtain a signature of the person receiving the service of process, record their description and their full name and relationship to the subject.

D&B Legal Services, Inc
5350 W 94th Ter, Ste 206, Prairie Village, KS 66207
www.DandBLegalServices.com

913-362-8110 ph
913-362-8118 fx

When service is not obtained, our process servers are instructed to gain as much information as possible before departing the residence in the event the address is not valid for the subject; information that may be obtained by questioning the current resident on the whereabouts of the subject, questioning the neighbors, obtaining license plates of vehicles in the driveway, notating any names listed on the outside of a mailbox or any other personal fixture at the residence such as a door knocker or welcome matt. If the address is determined not valid by the process server, we contact the client within a reasonable amount of time to obtain more information. Our office also performs skip tracing.

1.0 INTRODUCTION AND BACKGROUND

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents to provide Service of Process of Legal and Administrative Documents for the Family Support Division of the Jackson County, Missouri Prosecuting Attorney's Office.
- 1.2 This is Jackson County, Missouri Request for Proposal No. 108-22. Response Deadline is 2:00 PM on December 20, 2022.
- 1.3 The term of this contract will be Twenty-Four Months with One Twelve Month Option to Extend.
- 1.4 **Submission of Proposals:** Proposals must be submitted on-line through the Bonfire Portal at <https://jacksongov.bonfirehub.com> . Proposals submitted by any other method will not be accepted.
- 1.5 Point of Contact: The Point of Contact for this Request for Proposal is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.6 Successful Respondent will serve Legal and Administrative Documents for the Family Support Division in Jackson County, Missouri; in the Missouri Counties of Cass, Clay, Platte, Buchanan; and in the Kansas Counties of Leavenworth, Wyandotte and Johnson.

2.0 QUESTION PROCEDURE

- 2.1 All questions regarding this Request for Proposal must be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Request for Proposal.
- 2.2 All questions must be received on the Bonfire Portal by 5:00 PM on December 13, 2022
- 2.3 All questions will be answered in the form of Addenda or on the Opportunity Q & A on the Bonfire Portal.
- 2.4 Respondents and their agents (including subcontractors, employees, consultants or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County employee regarding the matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contacts are grounds for REJECTION OF RESPONDENT'S PROPOSAL.

3.0 AWARD REQUIREMENTS

- 3.1 Certificate of Insurance: The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein as an Attachment, within ten (10) business days after receiving the Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this contract.
- 3.2 Licenses: The Successful Respondent must provide, upon written request, evidence of any required Federal, State, Local and/or Occupational Licenses.

- 3.3 Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprises utilization will be required on any resulting contract.

4.0 SCOPE OF SERVICES

4.1 Requirements

- 4.1.1 Successful Respondent's leadership team must have, at a minimum, three (3) years experience in and a demonstrated record of success in the private process service and knowledge of the methods and legal requirements of Service of Process of Legal and Administrative documents.
- 4.1.2 Successful Respondent shall comply with any and all Federal, State, Local Laws and Court Rules and the specific directives of Jackson County. Jackson County will not pay for service that does not comply with any and all Federal, State, Local Laws, Court Rules and the directives of Jackson County, Missouri.
- 4.1.3 Successful Respondent will be required to sign a Confidentiality Agreement, a sample of which is included herein in Attachments.
- 4.1.4 Successful Respondent's Process Servers must be approved and authorized by the 16th Judicial Circuit Court (Jackson County, Missouri) and will provide the Family Support Division with the numbers assigned by the Court to each individual of the firm. The application required to obtain Private Process Server (PPS) numbers from the 16th Judicial Circuit Court (Jackson County) must be completed annually, for all process servers that serve Jackson County, not later than 10 days after the Court begins accepting applications for the subsequent year.
- 4.1.5 Successful Respondent must provide documentation that they have adequately trained and qualified process servers and office employees for the volume of work estimated in this contract, in addition to their employees that service other contracts/clients and shall maintain adequate process servers and office employees to complete all contractual requirements set forth herein.
- 4.1.6 **Estimated annual volume for this contract: 1500 to 2000 documents**
- 4.1.7 Successful Respondent is responsible to furnish all material, equipment, labor, facilities and supplies to perform the services required and meet all contractual requirements herein.

4.2 General

- 4.2.1 Jackson County will not pay more than \$15 for unsuccessful or non-established service attempted in Jackson County, Missouri.
- 4.2.2 Successful Respondent's staff shall be available at no cost to the Jackson County to testify in the Jackson County Circuit Court when service is contested.

- 4.2.3 "Service of Process" shall be in accordance with all Federal, State and Local Laws and Court Rules.
- 4.2.4 Successful Respondent 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.
- 4.2.5 The first attempt at service is to be performed within seven (7) calendar 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 in the Successful Respondent's database.
- 4.2.6 Successful Respondents, whenever possible, will attempt and perform personal services by delivery of the service documents to the person named on the face of the document or authorize agent.
- 4.2.7 If personal service is not possible, Successful Respondent will comply with all laws and local rules in serving another party in the household. The Successful Respondent will make every attempt to obtain the relationship, name and age of the party served to the person to whom service is being executed. Note: service cannot be made on a person under 18 years of age in Missouri.
- 4.2.8 In an attempt to serve, the Successful Respondent shall use diligence and perform reasonable professional inquiry, to include but not limited to, checking with the neighbors, property managers, employers, surveying vehicles and license plates. The Successful Respondent will also perform a "skip-trace", which at a minimum includes credit reporting agencies, prior to determining the process cannot be served on a case.
- 4.2.9 Service process is to be completed within thirty (30) days of the issuance by the Court of Summons, within thirty (30) days from receipt of administrative documents, and by the tenth (10) calendar day preceding the scheduled court date for hearing on an Order to Show Cause.
- 4.2.10 The Successful Respondent 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.
- 4.2.11 The original, complete and accurate, return of service/proof of service signed by the person performing the services 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 of process and notes must be included with the return of service. Non-est service affidavits/returns will be provided within ten (10) calendar days of the last allowable date to serve the documents.

- 4.2.12 The Successful Respondent upon reasonable notice by the Jackson County, Missouri Family Support Division, will attempt service at a specific place, date and time.
- 4.2.13 If more than one party can be found at one address, the Successful Respondent shall use all efforts to serve multiple parties at one time. Successful Respondent shall only charge for one service of summons when multiple cases are served in one visit on the same party.
- 4.2.14 The Successful Respondent will keep all legal and administrative documents secured and confidential. The Successful Respondent shall not integrate any information provided by the Jackson County, Missouri Family Support Division with any of the Successful Respondents other client records, data and files and cannot be used by the Successful Respondent for any other purpose. The Successful Respondents must advise the Jackson County, Missouri Family Support Division within one (1) day of discovery that any legal document is lost, stolen, or there has been activity that may severely impact service of the documents. The Successful Respondent must have software and security protocols in place to protect all data provided by the Jackson County, Missouri Family Support Division when kept in electronic manner.
- 4.2.15 If the Jackson County, Missouri Family Support Division requests the Successful Respondent stop service of process, the Successful Respondent will stop service of process within forty-eight hours of request at no cost to the County.
- 4.2.16 The Successful Respondent will inform the Jackson County, Missouri Family Support Division of newly discovered addresses for parties.
- 4.2.17 If there is an error on the return of service, the Successful Respondent shall re-submit a corrected return of service within five (5) business days of being advised by the Jackson County, Missouri Family Support Division that a corrected return of service is necessary.
- 4.2.18 If the party to be served is known to be at a specific place on a specific date and time (i.e.: work, custody exchange, court date) the Successful Respondent will make a reasonable attempt to be at the specified location at the specified time.
- 4.2.19 It is preferred that the Successful Respondent take a photo of the person served, and or the location/vehicle where service of process occurred.
- 4.2.20 If an out of state service is required, Jackson County, Missouri Family Support Division at its option may notify the Successful Respondent who shall then utilize its resources to obtain a process server in the locale where service is to be accomplished. The out of state process server shall be considered to be an agent of the Successful Respondent and must be qualified with experience in and have a demonstrated record of successful Service of Process of Legal and Administrative documents. The out of state process server shall comply with any and all Federal, State, Local Laws and Court Rules, including an application

with the Jackson County, Missouri Circuit Court for Private Process Service (PPS) number and following up to obtain a PPS number for that out of state process server. The Successful Respondent shall notify the Jackson County, Missouri Family Support Division of the estimated charges for out of state service and obtain approval from the Jackson County, Missouri Family Support Division to utilize the out of state process server. The Successful Respondent shall make a payment to the out of state process server and thereafter, provide the Jackson County, Missouri Family Support Division an invoice for the services provided by the out of state process server.

4.3 Technological:

- 4.3.1 Jackson County, Missouri Family Support Division requires that the Successful Respondent must be technologically equipped. This will require at a minimum internet access, printer, copier, and computer hardware, with a database that organizes and keeps track of case activity. Selected Jackson County, Missouri Family Support Division staff shall be able to remotely access information regarding service activities on the documents given to the Successful Respondent. It is preferable that all field sheets, service returns and photos be available to Jackson County via remote access.
- 4.3.2 The Successful Respondent is required to have email capability and respond to inquiries from Jackson County, Missouri Family Support Division staff regarding specific cases within twenty four (24) business hours.
- 4.3.3 The Successful Respondent must be able to provide, at any time, a list of service packets/summons currently in the Successful Respondent's possession.

4.4 Communications:

- 4.4.1 The Successful Respondent will respond to email or phone calls from the Jackson County, Missouri Family Support Division staff within twenty four (24) business hours of receipt.
- 4.4.2 The Successful Respondent shall provide contact information and be accessible via phone during regular business hours.

4.5 Pick-Up and Drop-Off of Documents:

- 4.5.1 The Successful Respondent will provide a courier who will pick-up and drop-off documents at a minimum of two times per week, preferably Tuesday and Friday, 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 Respondent may contact designated staff at Jackson County, Missouri Family Support Division no later than 2:00 PM on workdays to see if there is a need to pick-up documents.

4.6 Invoice Procedure:

- 4.6.1 Invoices must be legibly prepared and include the Court Case Number, MACSS Case Number, and the CS case number name of party to be served, whether service was successful and the location of service, including the date and time.
- 4.6.2 Invoices must be submitted on a weekly basis with the returns of service as directed to the Jackson County, Missouri Family Support Division, 324 East 11th Street, Suite 1100, Kansas City, Missouri.
- 4.7 Process Server Requirements:
 - 4.7.1 Successful Respondent's Process Servers must be adequately trained and qualified process servers, authorized by law, in possession of a valid drivers license (or be driven by a licensed driver), and submit to a background check, if required.
 - 4.7.2 Process Servers should be professional at all times while providing services.
 - 4.7.3 Process Servers should be knowledgeable of and follow all laws, rules and regulations regarding process service.
 - 4.7.4 Process Servers should be without personal interest or involvement with any individual to be served or party to any case action.
 - 4.7.5 Process Servers shall return documents within the timeframes designated.

5.0 PROPOSAL FORMAT

- 5.1 Respondent's proposal shall be on company letterhead and consist of the following:
 - 5.1.1 Cover Letter, to include the following:
 - 5.1.1.1 Respondent's Name
 - 5.1.1.2 Respondent's Address
 - 5.1.1.3 Respondent's Telephone Number
 - 5.1.1.4 Contact Person's Name
 - 5.1.1.5 Contact Person's Title
 - 5.1.1.6 Contact Person's Telephone Number
 - 5.1.1.7 Contact Person's Email Address
 - 5.1.2 Description of Respondent's General Background to include the following:
 - 5.1.2.1 Year of inception and history
 - 5.1.2.2 Ownership structure
 - 5.1.2.3 Ability to provide the services requested

- 5.1.3 References: Provide at least three detailed references for which Respondent has provided similar services. References should include business name, contact name, telephone number and email address.
- 5.1.4 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.
- 5.1.5 Respond to the following questions:
 - 5.1.5.1 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.
 - 5.1.5.2 Are there any resolved 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.
 - 5.1.5.3 Has your firm ever been disqualified from working in the County or any other public entity? If yes, please explain in detail.
- 5.1.6 Pricing: Provide the cost to provide these services; pricing should cover all of the services described in the Scope of Services, including services in the following Counties: Jackson, Platte, Clay, Buchanan, Johnson and Lafayette Counties in Missouri; Leavenworth, Wyandotte and Johnson Counties in Kansas.

6.0 PURCHASING INFORMATION, INCLUDED AS A SEPARATE ATTACHMENT A, TO BE DOWNLOADED AND READ PRIOR TO SUBMITTING PROPOSAL:

General Terms and Conditions

Certificate of Compliance Notice

Insurance Requirements

7.0 PURCHASING FORMS, INCLUDED AS A SEPARATE ATTACHMENT B, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH PROPOSAL:

Term and Supply Contract

Affidavit

Acknowledgement of Addenda

Exceptions

Contractor's Utilization Plan (Please Note: if goals are assigned they are required)

Jackson County, Missouri Family Support Division Confidentiality Agreement

8.0 EVALUATION PROCESS AND CRITERIA

8.1 An Evaluation Committee made up of Jackson County personnel will evaluate all proposals and make a recommendation. Jackson County shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

8.2 The Evaluation Committee will consider various factors when evaluating the response to this Request for Proposal, including, but not limited to responsiveness to the Request for Proposal, respondent qualifications experience and pricing as follows:

8.2.1	Responsiveness to Request for Proposal:	Pass/Fail
8.2.2	Respondent Qualifications and Experience:	45 Points
8.2.3	References	10 Points
8.2.4	Pricing	45 Points

8.3 The evaluation factors are used by the County as a tool to assist the County in selecting the best qualified firm(s) for the County. Ultimately, the County may choose to contract with any Respondent deemed most advantageous to the County, in the sole discretion of the County.

8.4 Jackson County, Missouri reserves the right to consider historic information and fact, whether gained from the Respondent's proposal, question and answer conference (if required), references, or any other source, in the evaluation process. Jackson County, Missouri also reserves the right to negotiate any and all terms and conditions as part of the final contract.

8.5 The Respondent is cautioned that it is the Respondent's sole responsibility to submit requested information related to the evaluation process and that Jackson County, Missouri is under no obligation to solicit such information if it is not included with the Respondent's proposal.

9.0 CONTRACT NEGOTIATIONS

9.1 Upon the selection of the successful Proposal, a contract incorporating the General Conditions, Scope of Services and any other provisions of this Request for Proposal acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract, and upon a three (3) business day notification to the selected respondent, the County may reject the proposal and proceed to award the Contract to the next "best" respondent.

9.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

9.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

Respondent's entire proposal;

Respondent's pricing;

Respondent's proposed method of performance, including schedule of events and/or deliverables;

Respondent's experience information including customer lists or references;

Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.

9.4 The County does not generally use standard contract forms which may be provided by the Respondent. The contract documents used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposals and the Respondent's proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number 4 of this Request for Proposal. Please note that the Respondent's Proposal is subject to rejection if Exceptions to the County's Standard Contract are requested.

9.5 Respondent must agree to the following standard provisions:

Indemnification: Respondent agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of Respondent in the performance of the work under this Contract, to the extent that Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Respondent and the County. Respondent is not obligated to indemnify the County for the County's own negligence.

Independent Contractor: Respondent shall work as an independent contractor and not as an employee of the County. Respondent shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods

for its own Federal, State and City withholdings taxes and all other taxes, and operate its business independent of the business of the County except as required by this Contract.

Confidentiality: Respondent acknowledges and agrees that all County information and records are confidential and will not disclose or make available this information or records to anyone outside the County organization unless authorized to do so in writing by the County.

Complete Agreement: Parties agree that this Contractor together with Jackson County, Missouri Request for Proposal No. 108-22 and Respondents response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior proposals or understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract.

Notices: Any notice which either party shall be required by this Contract to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri
415 East 12th Street, Room 105
Kansas City, Missouri 64106

Respondent: D & B Legal Services Inc
5350 W 94th Tr Ste 206
Prairie Village MO 66207

Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

D&B Legal Services Inc
5350 W 94th Terrace #206
Prairie Village, KS 66207
2023 Certificate: 20230125VC345

Issued: 2023-01-25

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

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 did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksongov.org

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request Proposals 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 Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting a proposal; failure to do so will be at the Respondent's own risk and they cannot secure relief on the plea of error.

1. **Withdrawal of Proposal** A written request for the withdrawal of a proposal 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 response deadline.

2. **Completeness:** All proposals must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Proposals submitted by any other method/manner will not be accepted.

3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services of this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider minor exceptions to its scope of services. 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 Request for Proposal (ex: comparable manufacturer or alternate bids where allowed by the Request for Proposal). 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 scope of services of the Request for Proposal shall prevail.

5. **Questions Regarding Scope of Services:** All Questions regarding this Request for Proposal shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Request for Proposal. All Questions must be received on the Bonfire Portal by 5:00 PM on December 13, 2022. All Questions will be answered in the form of Addenda to the Request for Proposal on the Bonfire Portal.

6. **Multiple Proposals** No Respondent will be allowed to offer more than one proposal on each item requested even though they may feel that they have two or more types or styles that will meet scope of services. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PROPOSAL ON ANY ITEM REQUESTED, ALL PROPOSALS 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 proposal to reject any or all proposals, to waive technical defects in proposals, and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent affixing the words "ALL OR NOTHING" on the Request for Proposal.

8. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Respondent 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 Respondent 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 Respondent at the Respondents' address as listed on the signature page of the proposal or at such address as the respondent may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Respondent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Respondent 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 Respondent responsible for damages.

11. Patents: Respondent 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. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

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, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", 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 Respondent 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 Respondent, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent 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 Respondent unless loss results from negligence of the County.

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

a) The Respondent and the Respondents Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Respondent shall take affirmative action to ensure

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 Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Respondent and the Respondents 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 proposals as corporations which are not incorporated in the State of Missouri must include with their proposal 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 Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposal must be initialed.

21. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the respondent 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 their proposal 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 Respondent 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 Respondent 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 Respondent 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. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal 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 Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to perform the work and the Respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect Respondents physical plant prior to award to satisfy questions regarding the Respondents capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such Respondent fails to satisfy the County that such Respondent 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 Respondent 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 Respondent 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 Respondent of their liabilities under this contract.

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

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

Jackson County reserves the right to approve or reject the Respondents proposed subcontractors in accordance with these and any other requirements of this Request for Qualifications.

29. Minority, Women and Veteran Business Enterprise Utilization: Respondent shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org/394/Compliance-Review-Office>, Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid, proposal or for the purchase of County goods and services. Respondent shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Respondent, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. 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.

31. 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.

32. 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.

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.

AFFIDAVIT

STATE OF Kansas)
COUNTY OF Johnson) SS.

James Hannah of the city of Prairie Village
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says,

1. That I am the Office Manager (Title of Affiant) of D & B Legal Services, Inc. (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, 2021, 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, or the State of Missouri and City of Kansas City, Missouri Debarment List.
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.

D & B Legal Services, Inc. (Name of Bidder)
By: [Signature] (Signature of Affiant)
Office Manager (Title of Affiant)

Subscribed and sworn to before me this 8th day of December, 2022

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


State of Kansas

My Commission Expires: _____



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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


Signature of Respondent

12-20-22
Date

D & B Legal Services, Inc
Company Name

5350 W 94th Ter Ste 206
Address

Prairie Village KS 66207
City, State, and Zip

913-342-8110
Phone

EXHIBIT F
RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services of Request for Proposal No. 108-22 are requested by the undersigned Respondent:
(Use additional pages as necessary.)

[illegible]

Name of Firm: D & B Legal Services, Inc
Signature of Bidder: James Hannek



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 108-22
Bid/RFP/RFQ Title: Service of Process
Contracting Department: Family Support Division
Respondent: _____

I, James Hannah, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE 0 % WBE 0 % VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ CUP APPROVED: _____

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APROVED: _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE

RES/ORD: _____ AMT AWARDED: _____

NOTES:

MBE SUBCONTRACTORS

	Description	Bidder Response
A.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub A Contract Value: \$
B.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub B Contract Value: \$
C.	MBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub C Contract Value: \$
TOTAL MBE VALUE		\$

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

	Description	Bidder Response
A.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$ _____
B.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$ _____
C.	WBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$ _____
TOTAL WBE VALUE		\$ _____

Add Additional Pages as Necessary

VBE SUBCONTRACTORS

Description

Bidder Response

A.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
B.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
C.	VBE Firm:		INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
	TOTAL VBE VALUE		

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

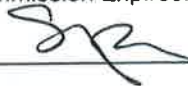
Respondent Primary Contact: James Hannah

Title: Office Manager Email: James@DandBlegalServices.com

Date: 12/8/2022 Phone: 913-362-8110

Subscribed and sworn to before me this 8th day of December, 2022.

My Commission Expires: _____



Notary Public

(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

CONFIDENTIALITY CLAUSE

Contractor and all of Contractor's officers, employees, agents/subcontractors shall maintain the confidentiality of all records and information provided by the Jackson County Prosecutor's Office Family Support Division in any format including; electronic, paper or telephonic, that the Contractor accesses or processes in accordance with the terms and intent of this Agreement, including protection of the names, addresses and other personal identifying information from unauthorized disclosure. Contractor shall not disclose protected information, except as specifically permitted in this agreement, or as authorized by an associate of the Jackson County Prosecutor's Office Family Support Division.

Contractor and all of Contractor's officers, employees, agents/subcontractors providing services under this agreement shall execute a Confidentiality Agreement, by prior to commencing work under this contract as provided by the Jackson County Prosecutor's Office Family Support Division and any confidentiality agreements subsequently required by the Jackson County Prosecutor's Office Family Support Division.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

Project Name: Service of Process

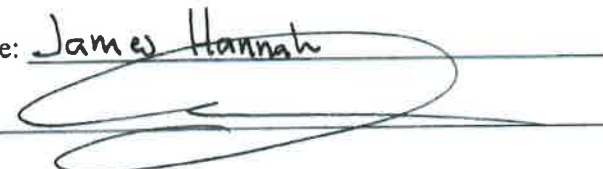
Contractor Name: D & B Legal Services, Inc.

Oath of Confidentiality:

Contractor shall not disclose confidential information provided by the Jackson County Prosecutor's Office Family Support Division in any format including; electronic, paper or telephonic. The contractor shall use the highest degree of care to protect all information and documents provided by the Jackson County Prosecutor's Office Family Support Division.

Contractor name: D & B Legal Services, Inc.

Agent/Employee/Officer/ Subcontractor's printed Name: James Hannah

Agent/Employee/Officer/ Subcontractor's Signature: 

Date: 12/8/22



Response to Bid No. 108-22

Pricing:

5.1.6

Jackson County, MO

\$50.00 Service Fee and \$15.00 Non-Est Fee

Cass, Clay and Platte Counties

\$50.00 Service Fee and \$15.00 Non-Est Fee

Johnson and Lafayette Counties

\$85.00 Service Fee and \$55.00 Non-Est Fee

Buchanan

\$85.00 Service Fee and 55.00 Non-Est Fee

Johnson County and Wyandotte County, KS

\$50.00 Service Fee and \$15.00 Non-Est Fee