

BILL NO.: 14-0708

ORDINANCE NO.: 14- 0329

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR REBID – RESTRICTED SUBSTANCE INTERVENTION
5 PROGRAM (RSIP); AND AUTHORIZATION FOR THE COUNTY EXECUTIVE
6 TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO
7 EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bid and Requests for Proposals issued by the County received bids
10 and proposals for the following items or services:

11 BID NAME

12 Rebid – Restricted Substance Intervention Program (RSIP)

13 **NUMBER OF BIDS RECEIVED**

14 2

15 DATE OF BID OPENING

16 . 6-10-14

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of the Municipal Prosecutor has determined that certain bids and proposals

FILED

JUL 21 2014

Page 1 of 5

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

- 1 represent the lowest and best bid for the respective items or services and met the bid or
- 2 proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Assessment & Counseling
5 Solutions, LLC for a term from 07-14-14 to 07-13-15 upon approval by the County
6 Council and County Executive for the total amount up to **\$30,000.00** subject to budgetary
7 limitations.

8 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
9 COUNCIL, AS FOLLOWS:

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor
12 bidding for each respective item or service as follows:

13 BID NAME

14 Rebid – Restricted Substance Intervention Program (RSIP) ces

15 TERM

16 07-14-14 to 07-13-15

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Up to \$30,000.00

20 subject to budgetary limitations

21 AWARDED BIDDER

22 Assessment & Counseling Solutions, LLC

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A"
3 and any agreements or contracts necessary to effectuate the award of the bids and
4 proposals set forth in this Ordinance. The County Executive is further authorized to take
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
6 copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by
7 reference.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

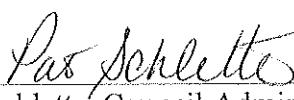
Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreitler	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Yes</u>

THE ABOVE BILL ON THIS 14th DAY OF July, 2014:

✓ PASSED FAILED



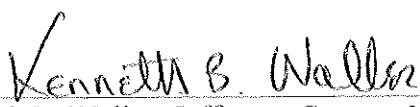
Renee Reuter, County Council Chair



Pat Schlette
Pat Schlette, Council Administrative Assistant

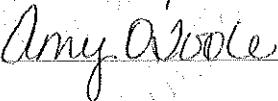
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 17th DAY OF JULY, 2014.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2014.


Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk

BY: 

First Reading: 07-14-2014



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

A

Request for Proposal: REBID-RESTRICTED SUBSTANCE
INTERVENTION PROGRAM (RSIP)

Date Issued: 5-13-14

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JUNE 10, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:** VICTOR MELENBRINK
Municipal Prosecutor
636-797-5553

**Contract
Contact:** VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

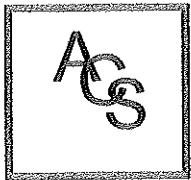
VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

**Contract Term:
Upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Assessment & Counseling Solutions J. Anwest
Company Name PRIVATE Probation Services Authorized Agent (Print)
of Jefferson County
11648 Gravois Ste 245 J. Anwest
Address Signature
St. Louis, MO 63126 Owner/Partner
City/State/Zip Code Title
314-849-2800 5-21-14 810629612
Telephone # Date Tax ID #
Accessunsetjw@sbcglobal.net 314-849-2852
E-mail Fax #



**ASSESSMENT & COUNSELING SOLUTIONS/
PRIVATE PROBATION SERVICES OF
JEFFERSON COUNTY
11648 Gravois Ste. 245
St. Louis, MO 63126**

Ph: 314-849-2800 FAX: 314-849-2852 Email: acssunset@sbcglobal.net

**PROPOSAL
RESTRICTED SUBSTANCE INTERVENTION PROGRAM**

PROGRAM INTRODUCTION AND OVERVIEW

A Restricted Substance Intervention Program (RSIP) is being proposed for people under the age of twenty-one (21) who have been cited, arrested, or violated probation agreements with behaviors related to minor alcohol and/or drug offenses. Assessment & Counseling Solutions will provide a program designed to educate adolescents concerning the negative aspects of alcohol and drug use and how to implement appropriate decision making skills to reduce recidivism.

PROGRAM DESCRIPTION

RSIP - a one day education program will be held on a Saturday between 9:00 am. and 5:00 pm. The program will be provided by a certified SATOP professional trained in providing the SATOP ADEP program. RSIP will be conducted in the Hillsboro Municipal Court Building. Clients will be able to register for the program through Assessment & Counseling Solutions with availability Monday through Saturday. Assessment & Counseling Solutions is certified by Missouri's Department of Mental Health, Alcohol and Drug Abuse Division to conduct such programs. This agency has been providing a similar program for seven years and is experienced in fulfilling the needs of the client, court, and community.

PROGRAM CONTENT

1. Laws and Statistics governing alcohol and drug use.
2. The effects of alcohol and drugs on the body, mind, and brain development.
3. DSM IV criteria: abuse vs. dependency.
4. Physiological aspects of addiction.
5. Drug classification, properties and half life.
6. Blood alcohol concentrations/including combining alcohol and energy drinks.
7. Heroin, Marijuana, Methamphetamine Epidemic.
8. Benefits of not using.
9. Peer pressures.
10. Self Esteem.
11. Positive decision making
12. Stages of Change.
13. Healthy alternatives to alcohol and drug use.

PROGRAM SUPPLEMENTS

RSIP programming can be supplemented with videos specific to the needs of the participants including topics on marijuana, alcohol, methamphetamine, and heroin.

PROGRAM RESPONSIBILITIES

1. Provide registration for the program
2. Provide a list of participants to the court
3. Provide completion forms to the participants, court and other interested parties, with consent of the client
4. Provide certified instructors
5. Collection of fees for the class and delivering them to the appropriate court representative
6. Provide all materials
7. Provide Workman's Compensation Insurance and Professional Liability Insurance

RSIP can be provided by Assessment & Counseling Solutions at the rate of:
\$50 per participant.

Jane West

Jane West
SIGNATURE

5-21-14

DATE

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

L. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X)Required () Not Required **Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, Request for Proposal and Proposal Form

www.jeffccmo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections

or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe**

delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- a. If supplier fails to deliver the items required by the contract within the time specified; or
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of Missouri.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

VICTOR MELENBRINK – MUNICIPAL PROSECUTOR - 636 797 5553

SPECIFICATIONS

RSIP Proposal

Proposal Summary:

The Jefferson County Municipal Prosecutor's Office is looking for an organization to offer a program for a Restricted Substance Intervention Program (RSIP) to be located in the Jefferson County Municipal Court in Jefferson County.

Background

On August 23, 2011, a number of new ordinances went into effect which enabled Jefferson County Sheriff's deputies to issue municipal ordinance violation citations for conduct which had previously only been chargeable under Missouri statutes. It is expected that a majority of these cases will be issued for Possession of Marijuana, Possession of Drug Paraphernalia, and Minor in Possession of Alcohol. It is the belief of both the Municipal Prosecutor and the Municipal Judge that individuals under the age of 21 who are charged with such violations would benefit from attending a Restricted Substance Intervention Program (RSIP). To encourage those individuals to participate, the Municipal Prosecutor and Judge will be significantly more lenient with regard to individuals who complete the program. The program will be similar in nature to the A-DEP portion of the Substance Abuse Traffic Offender program, but will not be certified by the State of Missouri.

In preparing for these new cases, the Municipal Prosecutor and Judge discovered that very few Jefferson County organizations offer a similar program, and that no such program is offered in the central or southern areas of the County. The Municipal Court facility itself, however, would offer suitable facilities for such a program to be given, as well as a central location convenient for all residents of Jefferson County.

Objectives

To provide an additional option for Jefferson County Municipal Court defendants in completing an RCIP program (defendants would still be able to attend an equivalent certified outside provider's drug/alcohol education program if they wish).

Requirements

The Municipal Prosecutor's Office suggests that Jefferson County enter into a contract with an organization certified by the State of Missouri to provide RCIP classes. The contract would require the following:

- 1) That the organization provide a SATOP-certified instructor to put on an 8-hour RCIP program at the Municipal Court location, either one or two Saturdays per month, as attendance requires.
- 2) That the instructor collect payment (cash or money orders only) from the attendants.
- 3) That the instructor verify the identity of the participants (by ID card or driver's license) when issuing completion certificates.
- 4) That the instructor deliver the payments and completion certificates to the Municipal Court on the next business day.
- 5) That the organization provide a contact phone number and administrative system enabling defendants to reserve a spot in the RCIP program (which will be limited to 50-55 participants).
- 6) Instructor must bring any necessary class materials for full 55 participant class.
- 7) Multiple instructors available (county will reserve right to have a different instructor upon request).
- 8) Bids must be in per person format (i.e., \$15 per participant).



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURENCE POLICY FORM

Print Date: 7/31/2013



Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0270675336	from 09/15/13 to 09/15/14 at 12:01 AM Standard Time

Named Insured and Address:

Assessment and Counseling Solutions LLC
11648 Gravois Rd Ste 245
Saint Louis, MO 63126-3034

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

Medical Specialty:

Mental Health Counselor Firm

Code:
80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability	\$1,000,000 each claim	\$ 3,000,000 aggregate
-------------------------------	------------------------	------------------------

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit

Total: \$ 2,608.00

Base Premium \$2,608.00

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL15565	GSL17101	GSL13424	GSL13425	G-123846-D24
GSL3886	GSL3908	G-123828-B	GSL19904		

Thomas F. Mohamed Jum M. Walker

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:



333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 91082781

Policy Number	From Policy Period	To	Coverage Is Provided By	Agency
WC 2 91082781	11/18/13	11/18/14	CONTINENTAL CASUALTY CO	035567470
Named Insured And Address		Agent		
ASSESSMENT & COUNSELING SOLUTIONS, LLC 11648 GRAVOIS RD, SUITE 245 ST LOUIS, MO		CS&S/AFFINITY INSURANCE SERVS. INC. 159 E. COUNTY LINE ROAD HATBORO PA 19040		
63126				

** POSTING NOTICE SCHEDULE **
SCHEDULE
PAGE 1

THE FOLLOWING POSTING NOTICES WILL BE ATTACHED TO THE POLICY

ST	CNA FORM	STATE FORM	FORM DESCRIPTION	QTY
MO	G301273B	WC-106	POSTING NOTICE-IF A WORK INJURY OCCURS...	003
MO	G301274B	WC-106-3(SP)	POSTING NOTICE-IF A WORK INJURY OCCURS... (spanish)	003

THE FOLLOWING POSTING NOTICES WILL BE MAILED UNDER SEPARATE COVER

ST	CNA FORM	STATE FORM	FORM DESCRIPTION	QTY
** N O N E **				

DATE OF ISSUE: 10/04/13
POLICY ISSUING OFFICE: READING



333 S Wabas,
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 91082781

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 2 91082781	11/18/13	11/18/14		CONTINENTAL CASUALTY CO	035567470
				CS&S/AFFINITY INSURANCE SERVS. INC.	Agent

Named Insured And Address

ASSESSMENT & COUNSELING SOLUTIONS, LLC 11648 GRAVOIS RD, SUITE 245 ST LOUIS, MO	159 E. COUNTY LINE ROAD HATBORO	PA 19040
63126		

SCHEDULE
PAGE 2

THE FOLLOWING POSTING NOTICE DATA IS INTENDED FOR CNA INTERNAL PROCESSING PURPOSES ONLY

TAG	FIELD NAME	FIELD VALUE
001	EMPLOYER NAME	ASSESSMENT & COUNSELING
002	EMPLOYER CITY	ST LOUIS
003	EMPLOYER STATE	MO
004	EMPLOYER ZIP	063126
005	EMPLOYER FEIN	810629612
006	INSURANCE CARRIER NAME	CONTINENTAL CASUALTY CO
007	INSURANCE CARRIER BUREAU CODE	0008
008	INSURANCE CARRIER (OR TPA) NAME	CONTINENTAL CASUALTY CO
009	POLICY NUMBER	WC 2 91082781
010	POLICY EFFECTIVE DATE	11/18/2013
011	POLICY EXPIRATION DATE	11/18/2014
012	AGENT NAME	CS&S/AFFINITY INSURANCE SERVS. INC.
013	AGENT STREET ADDRESS	159 E. COUNTY LINE ROAD
014	AGENT CITY	HATBORO
015	AGENT STATE	PA
016	AGENT ZIP	019040
017	AGENT PHONE	877-724-2669
018	ADJUSTING COMPANY NAME	CONTINENTAL CASUALTY CO
019	EMPLOYER STREET ADDRESS	SOLUTIONS, LLC 11648 GRAVOIS RD, SUITE 245

DATE OF ISSUE: 10/04/13
POLICY ISSUING OFFICE: READING

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Personal Property Account 565588, Tax Year 2013

Generated 5/21/2014 at 10:23:59

Account Information		
Tax Year 2013	Return Status Completed	Date Returned 01/28/2013
Tax Code R3HFVAHSHI - R3HFVAHSHI	City	Account Type BUSINESS
Owner Name and Address PRIVATE PROBATION SERVICES OF JEFFERSON CO 424 SECOND ST HILLSBORO, MO 63050	Tax Rate 7.2376	Total Tax \$284.44
Site Address	Mailing Name and Address	

Item Information			
Item	Product Code	Quantity	Assessed Value
Z - Business Value		1	3,930
Total			3,930

Tax Payment Information	
Tax Billed	\$284.44
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$284.44
Total Paid	\$284.44
Total Unpaid	\$0.00
Date Paid	12/27/2013
Paid By	PRIVATE PROBATION SERVICES OF JEFFERSON CO

Payment History		
Tax Year	Total Due	Total Paid
2013	\$284.44	\$284.44

Taxing Bodies		
District	Tax Rate	Extension
VALLE AMBULANCE	0.452100	\$17.77
CITY OF HILLSBORO	0.546600	\$21.48
JEFFERSON COLLEGE	0.340200	\$13.37
COUNTY TAX	0.029000	\$1.14
HILLSBORO FIRE	0.642900	\$25.27
HEALTH UNIT TAX	0.075000	\$2.95
MENTAL HEALTH TAX	0.093900	\$3.69
PARK TAX	0.028000	\$1.10
HILLSBORO SPECIAL	0.198700	\$7.81
HILLSBORO SCHOOL	4.707300	\$184.99
JC DEV DISABILITIES	0.093900	\$3.69

STATE TAX	030000	\$1.18
Total	7.237600	\$284.44

Images

No images found.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jane West (Name of Business Entity Authorized Representative) as

Owner/Partner (Position/Title) first being duly sworn on my oath, affirm

~~Private Counseling Services of Jefferson Co.~~ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to

(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

~~Assessments Counseling Solutions~~ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to

RSIP (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Jane West

Authorized Representative's Signature

Jane West

Printed Name

Owner/Partner

Title

5-21-14

Date

Subscribed and sworn to before me this

21
(DAY)

of May, 2014. I am
(MONTH, YEAR)

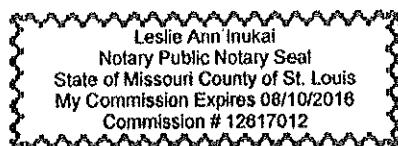
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 8/10/2016.
(NAME OF STATE)

Leslie Ann Inukai
Signature of Notary

5/21/2014

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

Assessment & Counseling Solutions

I certify that Prarie Probation Services of Jefferson (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Jane West
Authorized Business Entity
Representative's Name
(Please Print)

Jane West
Authorized Business Entity
Representative's Signature

Assessment & Counseling Solutions
Prarie Probation Services of Jefferson 5-21-14
Business Entity Name Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

E-Verify®

Employment Eligibility Verification

Click any  for help

Welcome
Jane West

User ID
JWES0719
Last Login
11:27 AM - 05/21/2014



[Log Out](#)

- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [Search Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Share Ideas](#)
- [Contact Us](#)

Welcome to E-Verify

E-Verify®

[Verify Employee](#) 

Need Help?

Click any  icon for more information or contact us at 888-464-4218 or E-Verify@dhs.gov.

E-Verify News

[View All >](#)

April Issue of E-Verify Connection is Now Available 04/30/2014

The latest issue of E-Verify Connection reminds readers that the ... [read more >](#)

Reminder: E-Verify Posters Display is a Requirement 04/09/2014

All participants of E-Verify are required to clearly display the ... [read more >](#)

U.S. Passport and Passport Card Technical

Issue 03/28/2014

On March 19th and 20th, 2014 E-Verify experienced some technical ... [read more >](#)

Completing Form I-9 for Remote Hires 03/28/2014

For more information, see the [Frequently Asked Questions](#).

You Have No Case Alerts at this Time

Open Cases
to be Closed



Cases with
New Updates



Work
Authorization
Docs Expiring

[Accessibility](#) [Download Viewers](#)

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

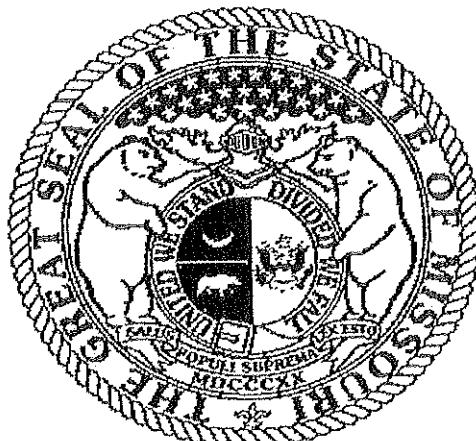
**ASSESSMENT & COUNSELING SOLUTIONS/PRIVATE PROBATION SERVICES
OF JEFFERSON COUNTY, LLC**
LC0539813

was created under the laws of this State on the 22nd day of August, 2003, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 21st day of May, 2014

A handwritten signature of Jason Kander in black ink.

Secretary of State



Certification Number: 16118180-1 Reference:
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskb/verify.asp>

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

Assessment & Counseling Solutions

Private Probation Services of Jefferson County County of Jefferson, State of Missouri

Company Name

Jane West

Signature

Jane West

Print

Company Address:

11648 Gravors Rd. Ste 245

St. Louis Mo 63126

Phone: 314-849-2800

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Dorothy Staffee
County Auditor

APPROVED AS TO FORM

County Counselor