

BILL NO.: 16-1232

ORDINANCE NO.: 16- 0602

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 IN-HOME COUNSELING SERVICES 2017; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **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 In-Home Counseling Services 2017

13 NUMBER OF BIDS RECEIVED

14 1

15 DATE OF BID OPENING

16 12-6-2016

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the Jefferson
18 County Juvenile Office has determined that certain bids and proposals represent the lowest

FILED

DEC 29 2016

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Counseling Solutions, LLC for a term
5 from 01-01-17 to 12-31-17 upon approval by the County Council and County Executive
6 for the total amount up to **\$7,000.00** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

8 **AS FOLLOWS:**

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

12 BID NAME

13 In-Home Counseling Services 2017

14 TERM

15 01-01-17 to 12-31-17

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$7,000.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 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" and
3 any agreements or contracts necessary to effectuate the award of the bids and proposals set
4 forth in this Ordinance. The County Executive is further authorized to take any and all
5 actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the
6 Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

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

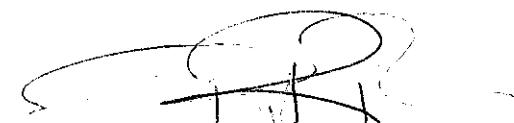
11 Section 4. This Ordinance shall be in full force and effect from and after its
12 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
13 shall not affect the remainder of this Ordinance.

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>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 27th DAY OF December, 2016:

✓ 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 28th DAY OF DECEMBER, 2016.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF 2016.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner
Wes Wagner, County Clerk

BY: Katherine E. Misey

First Reading: 12-27-2016



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

EXHIBIT

A

Request for Proposal: IN-HOME COUNSELING SERVICES 2017

Date Issued: 11-3-2016

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, DECEMBER 6, 2016, AT 2:00 P.M. LOCAL TIME.

Specification Contact:
Mark Akins
Juvenile Department
636-797-5347
Mark.Akins@courts.mo.gov

Contract Contact:
VICKIE PRATT
Department of Administrative Services
636-797-5380

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:

Counseling Solutions, LLC Anne Caputa
Company Name Authorized Agent (Print)
410 West Main St Anne Caputa
Address Signature
Erstur, MO 63028 Partner / Therapist
City/State/Zip Code Title
636-933-9590 11/22/16 80-0684441
Telephone # Date Tax ID #
Counseling Solutions 63028 636-933-9441
E-mail @att.net Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: _____"

A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all 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.

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

Request for Proposal

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

MARK AKINS – JUVENILE DEPARTMENT - 636 797 5347

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 Anne Caputa (Name of Business Entity Authorized Representative) as Partner (Position/Title) first being duly sworn on my oath, affirm Counseling Solutions LLC (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 Juvenile Office Bid (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 Counseling Solutions LLC (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 Juvenile Office Bid (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.)

Anne Caputa
Authorized Representative's Signature

Anne Caputa
Printed Name

Partner / Therapist
Title

Date

11/17/16

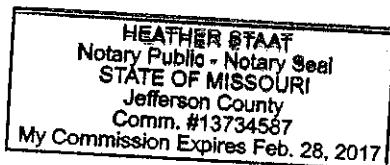
Subscribed and sworn to before me this 14 of November 10. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)
Missouri, and my commission expires on Feb 28, 17.
(NAME OF STATE) (DATE)

Heather Staat
Signature of Notary

Date

11/17/16



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Counseling Solutions LLC (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.

Anne Caputo

Authorized Business Entity
Representative's Name
(Please Print)

Anne Caputo

Authorized Business Entity
Representative's Signature

Counseling Solutions LLC

Business Entity Name

Date

11/17/16

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).

SPECIFICATIONS

Proposal Summary:

The Juvenile Office currently has contracts with multiple counseling/therapeutic agencies in Jefferson County for In-Home Counseling Services. Funding for these services are locally funded.

Objective:

The Juvenile Office is requesting In-Home Counseling Services with the following:

Requirements:

- 1) Provider shall possess at least a Master's Level Education in appropriate field of study
- 2) Provider shall possess a current Licensed Professional Counselor Certificate
- 3) Maximum of six (6) counseling sessions per client

Rate:

- 1) Rate of \$65 per unit of service delivered. One (1) unit of service for this purpose shall be defined as sixty (60) minutes.

Below are the counseling agencies that our office are familiar with:

- 1) Counseling Solutions
410 West Main Street
Festus, Missouri 63028
Phone 636-933-9590
- 2) Alpha and Omega Counseling
10626 Business 21
Hillsboro, Missouri 63050
Phone 636-789-2747
- 3) Dale French
1170A East Gannon Drive
Festus, Missouri 63028
Phone 636-208-0676
- 4) Mobile Counseling Services
1039 Acorn Hollow Court
Fenton, Missouri 63026
Phone 636-225-1386
- 5) Moving Mountains Counseling
1401 North Truman Blvd., Suite 1
Festus, Missouri 63028
Phone 636-933-4104

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of
this _____ day of _____ 2016:

Counseling Solutions, LLC County of Jefferson, State of Missouri
Company Name

Anne Caputa, MSW, LCSW

Signature

Anne Caputa, MSW, LCSW

Print

Kenneth B. Waller

Kenneth B. Waller County Executive

Company Address:

410 West Main St

Festus, MO 63028

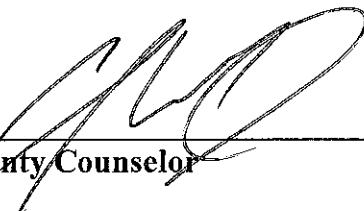
Phone: (636) 933-9590

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.



County Auditor

APPROVED AS TO FORM



County Counselor

COOPERATIVE BID FORM

Bid Name: Counselling Solutions, LLC

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ 65

BY: Anne Caputa

TITLE: Partner / Therapist

COMPANY: Counseling Solutions, LLC

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (636-933-9590 E-mail C Solutions 63028@att.net

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**

PROPOSAL TO PROVIDE IN-HOME AND IN-OFFICE COUNSELING SERVICES

This PROPOSAL is entered into, as of the date indicated by the signatures below, between Counseling Solutions, LLC and the Jefferson County Juvenile Office.

WHEREAS, Counseling Solutions, LLC is engaged in the business of providing mental health counseling and assessment services to youth and adults, including youth ages three through teen years and their families.

WHEREAS, Counseling Solutions, LLC also provides additional referral services for other health, economic, and social services as may be appropriate for youth and adult clients; and

WHEREAS, Counseling Solutions, LLC has access to and serves as a liaison with a variety of community and governmental organizations and resources located in, serving, and/or having jurisdiction; and

WHEREAS, the Juvenile Office wishes to make referrals to Counseling Solutions, LLC for provision of the services offered by Counseling Solutions, LLC;

NOW, THEREFORE, in consideration of the mutual covenants, promises and consideration contained herein, the parties agree as follows:

1. Term of Proposal: This Proposal shall be in effect from the date of full execution by Counseling Solutions, LLC and the Juvenile Office for the calendar year of 2017 unless terminated prior to such date in accordance with the provisions of this Proposal. The parties may mutually agree to extend such Proposal for a period not to exceed one additional calendar year, at any time prior to the expiration of this Proposal, provided that such extension complies with the requirements for modification of the Proposal as set forth herein.

2. Independent Contractor: Counseling Solutions, LLC is an independent contractor. Counseling Solutions, LLC and its employees and agents are not employees of the Juvenile Office for any purpose and are not entitled to any "employee" benefits under applicable state or federal law. The Juvenile Office is interested in the results to be achieved only and shall not maintain control over the manner in which Counseling Solutions, LLC's services are provided except as expressly provided herein. Accordingly, the Juvenile Office is not responsible for paying on Counseling Solutions, LLC's behalf any compensation, taxes, insurance, or benefits to its employees, agents, or other representatives. Counseling Solutions, LLC acknowledges and agrees that all taxes and employee benefits to which Counseling Solutions, LLC's representatives may be entitled are Counseling Solutions, LLC's sole responsibility.

3. Availability: During the term of this Proposal, Counseling Solutions, LLC will continue to maintain an office located within twenty miles of the Juvenile Office. Counseling Solutions, LLC will also continue to offer in office appointments from 9:00 am to 6:00 pm, with the last appointment beginning at 5:00pm. Counseling Solutions, LLC will continue to maintain a level of staffing that would permit Counseling Solutions, LLC's staff to meet with at least forty-(40) clients of Counseling Solutions, LLC per week.

4. Additional Available Services and Options: At the request of Juvenile Office and in accordance with the fee schedule below, Counseling Solutions, LLC will also be available to meet with student groups on school premises.

5. Fees: Fees will be charged on a fee for service basis in accordance with the following: The rate of \$65 per unit of service delivered. One (1) unit of service for this purpose shall be defined as sixty (60) minutes.

- a. Neither cancellation fees nor reimbursement for mileage shall be charged to the Juvenile Office or to any client referred to Counseling Solutions, LLC under this Proposal.
- b. Clients referred to Counseling Solutions, LLC under this Proposal shall not be charged any fees for services compensated by the Juvenile Office under this Proposal.

6. Referral Process: All referrals to Counseling Solutions, LLC and/or made by Counseling Solutions, LLC will be coordinated with the Juvenile Office and any other agencies or organizations involved in the specific referral.

7. Communications: Oral communication regarding referrals and other services are permitted, and may be necessary in urgent situations. All oral communications shall be documented in writing as soon as practicable after they occur.

8. Confidentiality -Personnel Records: In accordance with the Missouri Open Meetings Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the Missouri Human Rights Act, personnel records, including employee health records, are confidential and may not be disclosed or re-disclosed absent express consent of the employee or under specific exceptions provided by law. Accordingly, Counseling Solutions, LLC will maintain the confidentiality of all personnel records and information, including but not limited to health-care records and information provided to Counseling Solutions, LLC by the Juvenile Office

9. Confidentiality -HIPAA: In accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), Counseling Solutions, LLC is required to ensure the confidentiality of healthcare records created and/or maintained by Counseling Solutions, LLC. Accordingly, Counseling Solutions, LLC will require that each client referred by the Juvenile Office who receives services from Counseling Solutions, LLC sign a Release of Information Form. The Form will authorize Counseling Solutions, LLC and the Juvenile Office to communicate with each other regarding the client receiving services. A separate Release of Information Form would be required for all communication with any additional agency or organization to which the client is subsequently referred.

10. Qualifications -Owner: Counseling Solutions, LLC represents and warrants that the Owner, ("Company"), is duly licensed by the State of Missouri as a Professional Counselor and/or a Licensed Clinical Social Worker. Counseling Solutions, LLC further warrants that the Owner will maintain all of the foregoing qualifications during the term of this Proposal and the loss of any or all of such credentials, whether through revocation, rescission, surrender, discipline or for any other reason shall be cause for immediate termination of this Proposal, which termination shall be effective as of the date written notice is delivered to Counseling Solutions, LLC via Certified Letter, Return Receipt Requested, First Class United

States Mail, or other form of written notice, as deemed appropriate by the District, to the address of notice provided herein.

11. Qualifications -Company Staff: Counseling Solutions, LLC represents and warrants that all persons employed by or serving as a contractor, trainee, or any other capacity of direct affiliation with Counseling Solutions, LLC shall be under the direct supervision of the Owner, ("Company"), and that such persons shall be qualified under the laws of the State of Missouri to provide each and every service delivered by such person pursuant to this Proposal. Counseling Solutions, LLC further warrants that all such persons will maintain all of the foregoing qualifications during the term of this Proposal and the loss of any or all of such credentials, whether through revocation, rescission, surrender, discipline or for any other reason shall be cause for immediate removal of such person from providing services under this Proposal and/or termination of this Proposal, as deemed appropriate by the District, which termination (whether of the individual or the Proposal in the entirety, shall be effective as of the date written notice is delivered to Counseling Solutions, LLC via Certified Letter, Return Receipt Requested, First Class United States Mail, or other form of written notice, as deemed appropriate by the Juvenile Office, to the address of notice provided herein.

12. Non-Discrimination: Counseling Solutions, LLC agrees to comply with all applicable state and federal law, as well as Board of Education policy and regulation, governing the implementation of this Proposal, including but not limited to state and federal non-discrimination law prohibiting discrimination on the basis of age, race, national origin, religion, disability, gender, and other protected categories as determined by statute, case law, regulation, and/or agency interpretation.

13. E-Verify: In accordance with Missouri law, Counseling Solutions, LLC agrees to complete and return to the District the Federal Work Authorization Program (E-Verify) Addendum, which is included as Attachment A to this Proposal, with the affidavit included as Exhibit A to Attachment A.

14. Removal of Individual Provider: In addition to the Juvenile Office's right to request removal of individual Company staff in accordance with loss of credentials, the Juvenile Office reserves the right to request, without any cause given, that any person providing services on behalf of Counseling Solutions, LLC pursuant to this Proposal be removed and that another provider be substituted.

15. Termination: Either party to this Proposal may terminate the Proposal upon written notice to the other, with such notice to be directed to the persons and locations below:

Notice to the Company	Notice to the District
Counseling Solutions, LLC 410 West Main Street Festus, Missouri 63028	Jefferson County Juvenile Office PO Box 100 Hillsboro, Missouri 63050

16. Headings: Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.

17. Governing Law: The laws of the State of Missouri will govern the provisions of this Proposal.

18. Disclosure: The parties understand that this Proposal is a public document pursuant to the Missouri Open Meetings Act, Chapter 610 of the Missouri Revised Statutes.

19. Severability: If a court of competent jurisdiction determines that any provision contained in this Proposal, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Proposal.

20. Entire Proposal, Amendment and Modifications: This Proposal constitutes the entire Proposal between Counseling Solutions, LLC and the Juvenile Office, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Proposal must be in writing and signed by the parties.

21. Binding Effect: This Proposal shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

22. Counterparts: The parties agree that this Proposal may be executed in authorized counterparts. Copies of this Proposal and signatures affixed thereto shall have the same force and legal effect as the originals.

IN WITNESS of this Proposal, the parties have signed this document on the day and year written below.

Annie Capiter MSW, LCSW
Counseling Solutions, LLC, Owner

11/22/14

Date

Jefferson County Juvenile Office

Date

ATTACHMENT A
FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the Juvenile Office (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the Juvenile Office

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the Juvenile Office;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the Juvenile Office
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the Juvenile Office if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: Anne Caputa (signature)
Printed Name and Title: Anne Caputa Therapist
For and on behalf of: Counseling Solutions, LLC (company name)

EXHIBIT A TO ATTACHMENT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by Counseling Solutions, LLC herein after and have authority to issue this affidavit on its behalf.

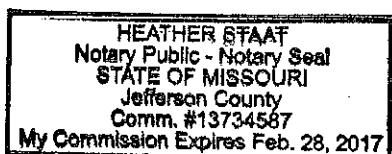
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the Jefferson County Juvenile Office, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the Juvenile Office.

FURTHER AFFIANT SAYETH NOT.

By: Anne Caputo (individual
signature) For Counseling Solutions LLC (company name)
Title: Partner Therapist

Subscribed and sworn to before me on this 17 day of November, 2011.



Heather Staat
NOTARY PUBLIC

My commission expires: Feb 28, 2017